

## FINANCE, LICENSE & REGULATION COMMITTEE

MONDAY, JANUARY 24, 2011 - 6:00PM

COUNCIL CHAMBERS, CITY HALL

### AGENDA

1. Call to Order
2. Roll Call
3. Approve Finance, License and Regulation Committee minutes of January 10, 2011 as distributed.
4. Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda except for public hearing items. Comments will be limited to 5 minutes.
5. **RESOLUTIONS**
  - A. **Resolution 11-R01**, a resolution amending the City of Lake Geneva 401(a) Plan (*tabled on 1/10/11*)
  - B. **Resolution 11-R04**, a resolution amending the annual budget to transfer \$3,500.00 from the Contingency account to provide for the authorized purchase of speed control signage on Townline Road
  - C. **Resolution 11-R05**, a resolution amending the annual budget to transfer \$2,000.00 from the Plan Commission salaries account to the Contingency account
6. **ORDINANCES**
  - A. **First Reading of Ordinance 11-01**, amending Section 54-34 of the Lake Geneva Municipal Code to permit trapping on certain City property (*referred to staff for revisions and continued First Reading on 1/10/11*)
  - B. **First Reading of Ordinance 11-04**, prohibiting the sale and/or possession of synthetic chemical cannabinoids (synthetic marijuana)
7. **LICENSES & PERMITS**
  - A. Original Operator License applications for the following: Adam Miskie, Connie Patten, and Aaron Rathbone
8. Discussion/Recommendation on renewal of Community Bank of Delavan CD in the amount of \$304,923.23, maturing February 10, 2011
9. Discussion/Recommendation on Change Order No. 1 for Riviera remodeling project, to deduct cost of materials purchased by the City from the contract price
10. Discussion/Recommendation on Change Order No. 3 for Riviera remodeling project, for modification to projection screen
11. Discussion/Recommendation on Change Order No. 4 for Riviera remodeling project, to replace toggle switch in elevator cab

12. Discussion/Recommendation on requested capital items for Capital Budget

13. Presentation of Accounts – Alderman Krause

- A. Purchase Order in the amount of \$86,598.00
- B. Prepaid Bills in the amount of \$36,344.07
- C. Regular Bills in the amount of \$316,495.30
- D. Monthly Report of the City Treasurer

14. Adjournment

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This is a meeting of the Finance/License & Regulation Committee.  
No official Council action will be taken, however a quorum of the Council may be present

01/21/11 1:00PM

*cc: Committee Members: Alderman Krause, Hartz, Fesenmaier, Krohn, Marsala  
Mayor & remaining Council, Administrator, City Clerk, Department Heads, Attorney, Treasurer*

**FINANCE, LICENSE & REGULATION COMMITTEE**  
**MONDAY, JANUARY 10, 2011 - 6:00PM**  
**COUNCIL CHAMBERS, CITY HALL**

Chairman Krause called the meeting to order at 6:00pm.

Roll Call. Present: Aldermen Krohn, Hartz, Marsala, Fesenmaier and Krause. Also Present: Administrator Jordan, Comptroller Pollitt, DPW Winkler, and Clerk Reale.

Marsala/Hartz motion to approve Finance, License and Regulation Committee minutes of December 13, 2010 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.

**RESOLUTIONS**

**Resolution 11-R01, a resolution amending the City of Lake Geneva 401(a) Plan**

Administrator Jordan stated that this resolution had been forwarded to the City by Security Benefit, the administrator for the 401(a) Plan for the Fire Department retirement program. The resolution would have the effect of amending some of the existing language in the plan to incorporate changes made in federal statutes, as recommended by Security Benefit. Alderman Fesenmaier noted that the resolution stated that City officers would be empowered to make changes to the plan without bringing those changes forward to Council for approval. Administrator Jordan responded that the statement would only apply to minor changes proposed for the plan. Alderman Fesenmaier expressed concern that the language of the resolution would not place any limitations on the ability of City staff to make changes without the consent of Council.

Marsala/Hartz motion to forward to Council with recommendation for approval. Alderman Hartz asked about the consequences for the City if the proposed resolution was not adopted. Administrator Jordan responded that he would need to consult with Security Benefit to ascertain the possible consequences of not acting on the resolution. It was noted that the item could be continued to the next regular meeting, as final approval was not needed until the end of January. Administrator Jordan stated that he would ask Security Benefit to provide a written explanation of all the proposed changes to the plan and consequences for the City. Alderman Fesenmaier stated for the record that she would not approve of any resolution that provided for changes to be made without Council approval.

Krohn/Hartz motion to table. Unanimously carried.

**ORDINANCES**

**First Reading of Ordinance 11-01, amending Section 54-34 of the Lake Geneva Municipal Code to permit trapping on certain City property**

Administrator Jordan reported that the proposed ordinance was tied to a grant that the City had applied for to help purchase sixty acres of wetland located just north of the Hillmoor property. He stated that the Department of Natural Resources (DNR) had indicated that the City would need to permit trapping in order to obtain the grant, adding that current City ordinances would not allow for that activity. The proposal would allow for trapping by permit only within the designated area of the White River estuary, between Main Street and Sheridan Springs Road. Administrator Jordan stated that Attorney Draper had recommended modifying the proposed ordinance to specify that trapping would only be allowed by permit and subject to City regulations.

Fesenmaier/Hartz motion to refer to staff for revisions and continued First Reading at the January 24, 2011 regular meeting. Unanimously carried.

## LICENSES & PERMITS

Hartz/Marsala motion to forward to Council with recommendation for approval of original Class "B" Fermented Malt Beverage and "Class C" Wine License application for Hong Kong Restaurant Inc., d/b/a Happy Restaurant, 526 Wells Street, Lake Geneva, Min Ting Zhong, Agent. Unanimously carried.

Marsala/Hartz motion to forward to Council with recommendation for approval of temporary "Class B"/Class "B" License application for Knights of Columbus Council #1647 for the sale of fermented malt beverages and wine at St. Francis De Sales Church, 148 W. Main Street, Lake Geneva, for Italian Festival on January 15, 2011. Unanimously carried.

Marsala/Krohn motion to forward to Council with recommendation for approval of original Operator Licenses for the following applicants: Christopher Cline, Jill Perry, Regan Graham, and Kyle Kaefer. Unanimously carried.

### **Discussion/Recommendation on purchase of solar-powered speed control signage for Townline Road**

DPW Winkler reported that Council had previously directed staff to obtain pricing for "blinker" speed control signage to be installed at two locations along Townline Road in the Veterans Park area. The solar-powered units had been priced at \$1,600.00 each, with DPW Winkler estimating that the total for the purchase of two units and installation would be \$3,400.00 to \$3,500.00. Alderman Krohn inquired about the source of funding for the signage. Chairman Krause responded that the funds would come from contingency. Alderman Hartz asked about the effectiveness of these signs in terms of controlling traffic speed. DPW Winkler stated that this type of signage was becoming very popular, adding that the blinking features easily attract the attention of motorists. Noting that this issue had been brought up in conjunction with the discussion of allowing parking along Townline Road, Alderman Krohn asked if the signage would still be considered if the Council decided to retain the current no parking designation. DPW Winkler stated that speeding is a problem along Townline Road regardless of the parking situation, adding that this signage would be more effective than the signage currently in place. Comptroller Pollitt stated that a budget amendment would be prepared for consideration at the next regular meeting if the item was approved.

Marsala/Krause motion to forward to Council with recommendation for approval of purchase from Contingency for an amount not to exceed \$3,500.00. Motion carried by vote of 3 to 2, with Aldermen Fesenmaier and Krohn opposed.

### **Discussion/Recommendation on purchase of banquet tables for the Riviera building**

DPW Winkler noted that Council had originally approved the Riviera remodeling contract with Scherrer Construction excluding the purchase of banquet tables and chairs, as staff had indicated it was likely that more favorable pricing could be found by purchasing those items separately. He reported that a price of \$5,211.05 had been obtained for forty 60-inch round tables from the manufacturer, which was less than the \$7,818.00 bid price. It was not proposed to purchase storage racks for the tables at the present time, as the tables would be rolled into the store room adjacent to the ballroom for storage. Alderman Hartz expressed concern about possible damage to the ballroom flooring by rolling the tables to the store room instead of using racks. DPW Winkler responded that there would still be sufficient funds available to purchase racks at a later date, if that was to be deemed a more favorable storage solution. Alderman Fesenmaier asked what would happen to the existing tables and chairs. Administrator Jordan stated that the City planned to keep those items, as they may be able to be used elsewhere. DPW Winkler added that a few of the existing rectangle tables would also be kept on hand at the Riviera.

Marsala/Fesenmaier motion to forward to Council with recommendation for approval of purchase of forty tables for the amount of \$5,211.05. Unanimously carried.

### **Discussion/Recommendation to authorize the sale of surplus property to the Town of Delavan**

Administrator Jordan stated that this item would provide for the sale of the old "gooseneck" microphones that had previously been used in the Council Chambers. He reported that the Town of Delavan had expressed an interest in possibly purchasing this equipment. It was proposed to set a price range of \$70.00 to \$90.00 due to variances in the condition of the individual microphones. Chairman Krause added that staff had also discussed the possibility of listing surplus materials and equipment on E-Bay in the future. Alderman Hartz expressed a preference for the E-Bay option, as that would better satisfy the policy requirement of obtaining competitive bids for the sale of surplus goods.

Hartz/Marsala motion to forward to Council with recommendation for approval of authorization to sell the surplus microphones on E-Bay. Chairman Krause suggested a study to determine how much administrative time would be necessary to set up and use an E-Bay account for the City.

Fesenmaier/Krohn motion to amend to stipulate that the proceeds of the sale would go to the General Fund. Unanimously carried. Administrator Jordan was directed to develop a list of surplus equipment from the various departments of the City that could potentially be listed for sale on E-Bay.

Original motion, as amended, carried unanimously.

**Discussion/Recommendation on disallowance of claim filed by Paul and Jane Wagner pursuant to Wis. Stats. 893.80 (1g)**

Administrator Jordan reported that the claim in question had been filed against the City for sewer backup at the property located at 510-512 Broad Street. The claim had been reviewed by the City's insurance provider and, following investigation, the provider had recommended that the City deny the claim. Alderman Hartz noted that the Council had previously discussed the possibility of obtaining no-fault insurance coverage for this type of problem, adding that he felt it might be more advantageous to figure out a solution that would be amicable to all parties involved rather than simply denying these claims. Administrator Jordan stated that the City typically received about three such claims per year, adding that it would cost roughly \$9,400.00 to add the no-fault coverage to the City's insurance policy. He cautioned, however, that this figure would likely increase in the upcoming year because of a large number of claims. Administrator Jordan reiterated that residents should discuss this issue with their insurance providers to be certain their properties are covered in the event of a sewer backup. DPW Winkler noted that sewer backups are not caused by the utility, but rather by private individuals dumping materials into the sewers beyond the control of the utility. He added that the Utility Commission had considered the issue of purchasing no-fault coverage; however, there had been questions about where responsibilities should lie for these problems. Alderman Krohn asked if the City had ever been determined to be at fault for one of these claims. It was noted that the City had not. DPW Winkler stated that claims had historically varied between \$1,000.00 and as much as \$20,000.00, depending upon the nature of the backup and the condition of the affected basement. Alderman Hartz reiterated that he would prefer to see the City revisit the possibility of obtaining no-fault coverage. Administrator Jordan was directed to provide the Council with a summary on the recent history of claims against the City, including amounts.

Marsala/Krause motion to forward to Council with recommendation to deny the claim.

Roll Call: Marsala, Fesenmaier, and Krause voted "yes". Krohn and Hartz voted "no". Motion carried by vote of 3 to 2.

**Discussion/Recommendation on proposed ordinance prohibiting synthetic marijuana**

Administrator Jordan stated that it was becoming commonplace in many municipalities to adopt ordinances prohibiting the sale or possession of the synthetic marijuana product. If the committee desired to move forward with this measure, it would be forwarded to the City Attorney for the formal drafting of an ordinance for future consideration.

Marsala/Hartz motion to forward to City Attorney with instructions to draft an ordinance prohibiting the sale and possession of synthetic marijuana. Alderman Hartz noted that synthetic marijuana was classified as a "Schedule 1 Controlled Substance" and wondered if its prohibition would already be covered by existing ordinances. This would be reviewed with the City Attorney for clarification.

Alderman Hartz offered a friendly amendment to stipulate the condition that the City Attorney would draft an ordinance "if necessary". The amendment was accepted as friendly.

Unanimously carried.

**Presentation of Accounts, Alderman Krause.**

Purchase Orders. None.

Hartz/Marsala motion to recommend approval of Prepaid Bills in the amount of \$34,756.07. Alderman Marsala noted that the bills included salary payments for Plan Commission to individuals that were no longer serving. It was noted that these were year-end payouts. Comptroller Pollitt also stated that she had learned that Plan Commissioners, if salaried, would have to be added to the City payroll and subject to FICA. Unanimously carried.

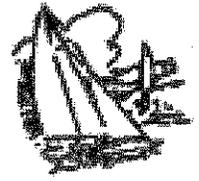
Marsala/Hartz motion to recommend approval of Regular Bills in the amount of \$244,643.45. Unanimously carried.

**Adjournment**

Marsala/Hartz motion to adjourn at 7:06pm. Unanimously Carried.

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/s/ Jeremy A. Reale, City Clerk



## REGULAR CITY COUNCIL MEETING

MONDAY, JANUARY 24, 2011 – 7:00 PM

COUNCIL CHAMBERS, CITY HALL

### AGENDA

1. Mayor Connors calls the meeting to order
2. Pledge of Allegiance
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
  - 1) Correspondence from Cass Kordecki in opposition to Ordinance 11-03, received and filed with the City Clerk on January 20, 2011
8. Approve Regular City Council Meeting minutes of January 10, 2011 and Special City Council Meeting minutes of January 17, 2011, as published and distributed
9. Public Hearing on request for extension of General Development Plan (GDP) for Southland Farms, LLC
10. **Second Reading and Approval of Ordinance 11-02, an ordinance providing for direct annexation by unanimous consent of electors and property owners of territory located in the Town of Linn, Walworth County, Wisconsin, to the City of Lake Geneva, Walworth County, Wisconsin (Palicka)**
11. **Second Reading and Approval of Ordinance 11-03, amending the Zoning Ordinance to clarify the regulation of free-standing commercial indoor lodging uses**
12. Discussion/Action on request for extension of General Development Plan (GDP) and first amendment to the Development Agreement between the City of Lake Geneva and Southland Farms, LLC
13. **Finance, License and Regulation Committee Recommendations – Alderman Krause**
  - A. **RESOLUTIONS**
    - 1) **Resolution 11-R01, a resolution amending the City of Lake Geneva 401(a) Plan (tabled on 1/10/11)**

- 2) **Resolution 11-R04**, a resolution amending the annual budget to transfer \$3,500.00 from the Contingency account to provide for the authorized purchase of speed control signage on Townline Road
- 3) **Resolution 11-R05**, a resolution amending the annual budget to transfer \$2,000.00 from the Plan Commission salaries account to the Contingency account

**B. ORDINANCES**

- 1) **First Reading of Ordinance 11-01**, amending Section 54-34 of the Lake Geneva Municipal Code to permit trapping on certain City property (*referred to staff for revisions and continued First Reading on 1/10/11*)
- 2) **First Reading of Ordinance 11-04**, prohibiting the sale and/or possession of synthetic chemical cannabinoids (synthetic marijuana)

**C. LICENSES & PERMITS**

- 1) Original Operator applications for: Adam Miskie, Connie Patten, and Aaron Rathbone

- D. Discussion/Action on renewal of Community Bank of Delavan CD in the amount of \$304,923.23, maturing February 10, 2011
- E. Discussion/Action on Change Order No. 1 for Riviera remodeling project, to deduct cost of materials purchased by the City from the contract price
- F. Discussion/Action on Change Order No. 3 for Riviera remodeling project, for modification to projection screen
- G. Discussion/Action on Change Order No. 4 for Riviera remodeling project, to replace toggle switch in elevator cab
- H. Discussion/Action on requested capital items for Capital Budget

**14. Plan Commission Recommendations – Alderman Hartz**

- A. **First Reading of Ordinance 11-05**, amending the Zoning Map of the City of Lake Geneva, Walworth County, Wisconsin to assign standard zoning district designations on certain expired Planned Developments
- B. Discussion/Action on Application for Certified Survey Map/Lot Line Adjustment filed by Michael Komoll, 3420 Richnee Lane, Rolling Meadows, IL 60008, for land located in the Town of Linn, located within the City's Extra-Territorial Platting jurisdiction
- C. Discussion/Action on Application for Certified Survey Map/Lot Line Adjustment filed by SANSNOM, LLC, a Delaware limited liability company, 401 N. Michigan Avenue, Ste. 3200, Chicago, IL 60611-4163, for land located in the Town of Linn, located within the City's Extra-Territorial Platting jurisdiction

**15. Public Works Committee Recommendations – Alderman Tolar**

- A. Discussion/Action on Center Street sidewalk plan and bike rack for Flat Iron Park area

**16. Ad Hoc Committee on Policy and Procedure Recommendations – Aldermen Marsala & Fesenmaier**

- A. Discussion/Action on approval of revised Chapters 1 and 3 of the Policy Manual of the City of Lake Geneva (*continued on 1/10/11*)

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

- A. Purchase Order in the amount of \$86,598.00
- B. Prepaid Bills in the amount of \$36,344.07
- C. Regular Bills in the amount of \$316,495.30
- D. Monthly Report of the City Treasurer

**18. Mayoral Appointments – Mayor Connors**

- A. Appointment of Sarah Hill as a member of the Plan Commission

**19. Closed Session**

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: Town of Bloomfield incorporation

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

**21. Adjournment**

01/21/11 12:30 PM

*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.*

*CC: Mayor & Council  
Administrator, Attorney, Treasurer, Department Heads, Media*

**REGULAR CITY COUNCIL MEETING**  
**MONDAY, JANUARY 10, 2011 – 7:00 PM**  
**COUNCIL CHAMBERS, CITY HALL**

Mayor Connors called the meeting to order at 7:12pm.

The Pledge of Allegiance was led by Alderman Marsala.

Roll Call. Present: Aldermen Marsala, Kehoe, Fesenmaier, Krohn, Tolar, Krause, Hartz, and Mott. Also present: Administrator Jordan, City Attorney Draper, DPW Winkler, and Clerk Reale.

**Awards, Presentations, and Proclamations.**

Mayor Connors read a proclamation establishing January 15, 2011 as “Lions Club International Day” in the City of Lake Geneva.

**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 Street, addressed the Council with respect to the drafted minutes of the December 11, 2010 Special Council Meeting. He noted that the minutes, as prepared, did not include a response given by DPW Winkler to a question that had been posed with respect to spending on street repairs. Specifically, DPW Winkler had been asked how much the City had spent on street repairs since 2005, other than TIF funding and the \$65,000.00 allocated for this year. The response given by DPW Winkler had basically indicated that the City had not spent any additional money on road repairs. Noting that the City had received over \$3 million in state aid for roadways during that same period, Mr. O’Neill felt that it was important that this response be included in the approved record of the proceeding.

Cass Kordecki, 715 North Street, addressed the Council to speak on the subject of Ordinance 11-03 regarding commercial indoor lodging uses. She noted that transient rental activity had been going on in residential areas of Walworth County for over a century and that tourist and transient activity had a significant, positive impact on the local economy. She also spoke to a distinction between “tourists” and “transients”, noting that not all transient renters would be classified as “tourists” even though the proposed ordinance would not draw that distinction. Ms. Kordecki stated that many travelers were now looking for places that could accommodate single families and pets for extended periods of time, suggesting that the City needed to change in order to meet the changing travel paradigm. She stated that transient rentals to single families is a low-impact potential revenue stream that would take advantage of existing infrastructure without the need for new high-rise hotels and condominium structures. She urged the Council to consider allowing transient rentals subject to local regulations rather than adopting a “broad brush” ban on the practice. Ms. Kordecki further offered to serve as a member of any ad hoc committee that might be created to review potential regulations.

**Acknowledgement of Correspondence.**

Clerk Reale reported that an item of correspondence and supporting documentation had been received from Cass Kordecki regarding the proposed regulations of free-standing commercial indoor lodging, as included in Ordinance 11-03. He stated that copies had been distributed to the alderman and the documents were on file in the City Clerk’s office.

Mott/Marsala motion to suspend the rules to permit a moment of silence in memory of the victims of the shooting that had taken place in Tucson, Arizona on January 8. Unanimously carried. The Council observed a moment of silence.

### **Approval of Minutes**

Tolar/Krause motion to approve Regular City Council Meeting minutes of December 13, 2010 and Special City Council Meeting minutes of December 11, 2010, as published and distributed. Unanimously carried.

### **Discussion/Action on removal of current City Assessor at pleasure, pursuant to Wis. Stats. 17.12 (1)(c) (reconsidered at the Regular Meeting of December 13, 2010)**

Mayor Connors restated for the record that he was not opposed to the removal of the City Assessor. Attorney Draper advised that the original motion to remove the current Assessor was now before the Council, adding that it would be appropriate for this motion to be seconded. Alderman Hartz so seconded the motion.

Roll Call: Marsala, Kehoe, Tolar, Krause, Hartz, and Mott voted "yes". Fesenmaier and Krohn voted "no". Motion carried by vote of 6 to 2.

### **Discussion/Action on permitting diagonal parking along Townline Road adjacent to Veterans Park, including staff recommendations (referred to City staff at the Regular Meeting of November 22, 2010)**

Mott/Tolar motion to permit diagonal parking in the indented area of Townline Road. Discussion was opened as to the proposed angle of the parking stalls, with the designs submitted by staff including both forty-five (45) and sixty (60) degree options. DPW Winkler stated that 60-degree stalls would require 18 feet of aisle for vehicles to back out safely, while 45-degree stalls would require 13 feet of aisle. He noted that shifting the center line on Townline Road by five or six feet to the south of its present location would accommodate either of these scenarios to provide motorists with sufficient space to safely exit the spaces. DPW Winkler added that the parking stalls that had previously been located on the section of Townline Road in question had been set at 60-degree angles. Alderman Hartz suggested that a time be established to revisit the parking situation at a later date to review any outstanding traffic issues along that stretch of roadway. Alderman Krause asked DPW Winkler for his recommendation on the angling of the stalls. DPW Winkler responded that he would probably favor the 45-degree angles; however, either scenario would work.

Mott/Tolar motion to amend to stipulate that parking stalls would be angled at sixty (60) degrees and that the center line on Townline Road would be relocated four to five feet south of its present location.

Roll Call on amendatory motion: Marsala, Kehoe, Tolar, and Mott voted "yes". Fesenmaier, Krohn, Krause, and Hartz voted "no". A tie having thereupon been declared, Mayor Connors voted "no". Motion failed by vote of 4 to 5. Mayor Connors stated that he would not support the 60-degree angles, given the recommendation of DPW Winkler had been to approve 45-degree angles.

Mott/Krause motion to amend to stipulate that parking stalls would be angled at forty-five (45) degrees and that the center "no passing" line on Townline Road would be relocated six feet south of its present location.

Roll Call on amendatory motion: Marsala, Kehoe, Tolar, Krause, and Mott voted "yes". Fesenmaier, Krohn, and Hartz voted "no". Motion carried by vote of 5 to 3.

Alderman Hartz offered a friendly amendment to establish a date of approximately October 1, 2011 to review any outstanding safety concerns or issues regarding the parking and traffic flow along Townline Road. The amendment was accepted as friendly.

Roll Call on the original motion, as amended: Marsala, Kehoe, Tolar, Krause, Hartz, and Mott voted "yes". Fesenmaier and Krohn voted "no". Motion carried by vote of 6 to 2.

### **Acceptance of Petition for Direct Annexation by Unanimous Consent (Potter)**

Hartz/Krause motion to accept and forward to Plan Commission a petition for direct annexation by unanimous consent of electors and property owners of territory located in the Town of Bloomfield, Walworth County, Wisconsin, to the City of Lake Geneva, Walworth County, Wisconsin, pursuant to Wis. Stats. § 66.0217 (2). Unanimously carried.

### **Discussion/Action to provide consent for continuing representation of the City of Lake Geneva by Stafford Rosenbaum, LLP, in the matter of *Marina Bay Boat Rentals, Inc. v. City of Lake Geneva***

Tolar/Kehoe motion to consent to continuing representation by Stafford Rosenbaum, LLP. Attorney Draper noted that legal firms have an ethical obligation to disclose any potential conflicts of interest. As the aldermen had been dismissed from the Marina Bay case, it appeared that there would be no conflict with the firm continuing to represent the City in that case while it also represented the City in the matter of *Fesenmaier, et al. v. City of Lake Geneva*. Alderman Fesenmaier asked if Attorney Draper could provide any background information on the change of lawyers associated with the case. Attorney Draper responded that he was not familiar with the subject. Motion carried by vote of 6 to 0, with Aldermen Fesenmaier and Krohn abstaining.

**Acceptance of request for granting an easement to AT&T for placement of telecommunications equipment on the property located at 1003 Host Drive**

Tolar/Kehoe motion to accept the request for easement and forward to the Plan Commission and Public Works Committee for review. DPW Winkler noted that AT&T has facilities at the Host tower and would like to add an additional utility box as part of an upgrade to those facilities. Unanimously carried.

**Discussion/Action on amendment to agreement for professional construction engineering services with Crispell-Snyder for Sheridan Springs traffic control signal project**

Mayor Connors noted that the agreement had been previously approved contingent upon the addition of a reciprocal limitation of liability for the City. Attorney Draper stated that Crispell-Snyder had simply struck the language in the original contract regarding its limitation of liability rather than specifying a reciprocal limitation for the City. As this was not technically the solution approved by Council, the amendment was being brought before the Council for its consideration.

Tolar/Mott motion to accept the amendment to the agreement, as presented. Unanimously carried.

**Second Reading and Approval of Ordinance 10-15, providing for the compensation of members of the Plan Commission**

Tolar/Kehoe motion to approve Ordinance 10-15. Alderman Hartz noted that this change would have the effect of making Plan Commissioners employees of the City, meaning that additional costs for FICA would be placed upon the City. Alderman Mott stated that he had requested this ordinance change in consideration of the amount of time and effort that members of the commission put into their work. Alderman Marsala responded that members of other boards and committees did not receive salaries, adding that he didn't necessarily believe that Plan Commissioners were any more deserving of compensation than members of those other bodies. It was noted that deductions had not been taken out of Plan Commission salary payments in past years; however, Comptroller Pollitt had learned that this was a requirement following the results of an audit of the City of Elkhorn. Alderman Krohn opined that these were appointed positions and should not be compensated.

Roll Call: Tolar and Mott voted "yes". Marsala, Kehoe, Fesenmaier, Krohn, Krause, and Hartz voted "no". Motion failed by vote of 2 to 6.

Krause/Hartz motion to deny Ordinance 10-15.

Roll Call: Marsala, Kehoe, Fesenmaier, Krohn, Krause, and Hartz voted "yes". Tolar and Mott voted "no". Motion carried by vote of 6 to 2.

**Second Reading and Approval of Ordinance 10-16, providing for the monthly collection of room tax returns**  
Krause/Marsala motion to approve Ordinance 10-16.

Roll Call: Marsala, Kehoe, Fesenmaier, Krohn, Tolar, Krause, Hartz, and Mott voted "yes". Unanimously carried.

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

**RESOLUTIONS**

**Resolution 11-R01, a resolution amending the City of Lake Geneva 401(a) Plan**

Krause/Hartz motion to table Resolution 11-R01 to the regular meeting of January 24, 2011. Unanimously carried.

## ORDINANCES

### **First Reading of Ordinance 11-01, amending Section 54-34 of the Lake Geneva Municipal Code to permit trapping on certain City property**

Krause/Hartz motion to refer Ordinance 11-01 to staff for revisions, to be returned for continued First Reading. Unanimously carried.

## LICENSES & PERMITS

### **Original Class “B” Fermented Malt Beverage and “Class C” Wine License application for Hong Kong Restaurant Inc., d/b/a Happy Restaurant, 526 Wells Street, Lake Geneva, Min Ting Zhong, Agent**

Krause/Marsala motion to approve. Unanimously carried.

### **Temporary “Class B”/Class “B” License application for Knights of Columbus Council #1647 for the sale of fermented malt beverages and wine at St. Francis De Sales Church, 148 W. Main Street, Lake Geneva, for Italian Festival on January 15, 2011**

Krause/Marsala motion to approve. Unanimously carried.

### **Original Operator Licenses for Christopher Cline, Jill Perry, Regan Graham, and Kyle Kaefer**

Krause/Marsala motion to approve. Unanimously carried.

### **Discussion/Action on purchase of solar-powered speed control signage for Townline Road**

Krause/Mott motion to approve purchase and installation using Contingency funds for an amount not to exceed \$3,500.00. This item would provide for the installation of two “blinker” speed control signs on Townline Road in the Veterans Park area, as had been recommended in conjunction with the addition of angled parking stalls along the roadway. DPW Winkler had reported that a price of \$1,600.00 per unit had been obtained, with installation estimated to cost an additional \$200.00 to \$300.00.

Roll Call: Marsala, Kehoe, Tolar, Krause, Hartz, and Mott voted “yes”. Fesenmaier and Krohn voted “no”. Motion carried by vote of 6 to 2. Alderman Krause noted that the Council would need to pass a budget amendment for this item at the next regular meeting.

### **Discussion/Action on purchase of banquet tables for the Riviera building**

Krause/Marsala motion to approve purchase of forty (40) tables for the total amount of \$5,211.05. Alderman Krause reported that the purchase of tables and chairs for the Riviera had been excluded from the original remodeling contract with Scherrer Construction, as staff had believed a more favorable price could be obtained for those materials as a separate purchase. The recommendation of the committee had been to approve the purchase of forty 60-inch round tables directly from the manufacturer at a savings of approximately \$2,500.00 from the original bid price for the tables. DPW Winkler had noted that the Public Works Committee was expected to discuss the purchase of new chairs at its next meeting; however, samples had not yet been received by the City.

Roll Call: Marsala, Kehoe, Fesenmaier, Krohn, Tolar, Krause, Hartz, and Mott voted “yes”. Unanimously carried.

### **Discussion/Action to authorize the sale of surplus property to the Town of Delavan**

Krause/Marsala motion to authorize the sale of surplus microphones on E-Bay, with proceeds from the sale to be returned to the General Fund. Alderman Krause reported that the committee had recommended listing the set of old “gooseneck” microphones from the Council Chambers on E-Bay to obtain the most competitive sale price, rather than simply selling the items to the Town of Delavan. He also noted that staff would be compiling a list of other surplus items that could be listed for sale on a City E-Bay account in the future. Alderman Mott requested that it be specified that the sale would include only the microphones not currently being used by the City. Mayor Connors stated that, if approved, the microphones would be posted for sale as one complete lot on E-Bay.

Roll Call: Marsala, Kehoe, Fesenmaier, Krohn, Tolar, Krause, Hartz, and Mott voted “yes”. Unanimously carried.

**Discussion/Action on disallowance of claim filed by Paul and Jane Wagner pursuant to Wis. Stats. 893.80 (1g)**  
Krause/Marsala motion to disallow the claim. Alderman Krause reported that this had been a claim for damages related to a sewer backup and the City's insurance provider had recommended that the claim be disallowed, as the City was determined not to be at fault. He added that the committee had instructed staff to prepare an historical summary of claims made against the City, including the various amounts of damages claimed. Alderman Hartz reiterated the concerns he had expressed at the committee level, namely that he did not feel the City was engendering goodwill with its citizens by flatly denying these claims. He stated that he would favor some type of solution wherein residents were not left to bear the total costs associated with City sewers backing up into their residences. Alderman Marsala stressed that it was the responsibility of each homeowner to ensure that his or her property was insured for this type of damages. Mayor Connors noted that most standard homeowner's policies did not cover sewer backups, adding that it was important for residents to consult with their insurance providers to determine whether or not their properties are adequately covered.

Motion carried by vote of 7 to 1, with Alderman Hartz opposed.

#### **Plan Commission Recommendations – Alderman Hartz**

**Conditional Use Resolution 11-R02, a resolution filed by Scott Timm/Colortech of Wisconsin on behalf of Tom Kaczmarek to modify an existing non-conforming pole sign by replacing the faces with new signage at 605 Williams Street, Lake Geneva, WI 53147, Tax Key Number ZR 00046, including staff recommendations**  
Alderman Hartz reported that this conditional use application had been recommended for approval by the Plan Commission, including several staff recommendations. The applicant was requesting replacing the faces of an existing non-conforming pole sign, as there was no location on the property deemed practical for the installation of a compliant monument sign. Among the approved recommendations were: the addition of a planter box below the existing sign; the removal of the smaller "hot dog" sign immediately below the sign to be refaced; and allowing the Zoning Administrator to determine the type of material to be used for the planter box.

Hartz/Krause motion to approve Conditional Use Resolution 11-R02. Unanimously carried.

**Conditional Use Resolution 11-R03, a resolution filed by Fairwyn Ltd. on behalf of Frank Sottrel for construction of a new single-family residence in the ER-1 District using the setback requirements of the SR-4 District at 1084 La Grange Drive, Lake Geneva, WI 53147, Tax Key Number ZLE 00003, including staff recommendations**

Alderman Hartz reported that this conditional use would permit the applicant to raze an existing single-family dwelling and construct a new single-family dwelling utilizing the lot area and setback requirements of the SR-4 District. Alderman Fesenmaier commented on the prevalence of conditional uses of this type, asking if the zoning of a subdivision would revert on the comprehensive plan in the event enough conditional uses were granted. Attorney Draper confirmed that these conditional uses would have no effect on the zoning.

Hartz/Tolar motion to approve Conditional Use Resolution 11-R03. Motion carried by vote of 7 to 0, with Alderman Krause abstaining.

**First Reading of Ordinance 11-02, an ordinance providing for direct annexation by unanimous consent of electors and property owners of territory located in the Town of Linn, Walworth County, Wisconsin, to the City of Lake Geneva, Walworth County, Wisconsin (Palicka)**

First Reading; no action taken.

**First Reading of Ordinance 11-03, amending the Zoning Ordinance to clarify the regulation of free-standing commercial indoor lodging uses**

First Reading; no action taken.

#### **Ad Hoc Committee on Policy and Procedure Recommendations – Aldermen Marsala & Fesenmaier**

**Discussion/Action on approval of revised Chapters 1 through 3 of the Policy Manual of the City of Lake Geneva**  
Marsala/Hartz motion to approve the revisions to Chapters 1 through 3 of the City Policy Manual.

Alderman Fesenmaier noted that the paragraph of Section 1.3 regarding petty cash accounts stated that “all reconciliations and reports shall be submitted to the Treasurer”, suggesting that it might be prudent to add language to state how often these items should be submitted.

Krause/Marsala motion to suspend the rules to permit the City Treasurer to address the Council. Unanimously carried. Treasurer Klein stated that the current practice was to submit the reports every four to five weeks, depending upon the department. She recommended that it would be sufficient to state that reconciliations and reports would be submitted once a month.

Fesenmaier/Mott motion to amend Section 1.3 to specify that all reconciliation reports shall be submitted to the City Treasurer on a monthly basis by not later than the fifteenth day of the following calendar month. Unanimously carried.

Mott/Hartz motion to amend Section 1.1 to strike the reference to “City Clerk” in the “Overdrafts Prohibited” paragraph and replace with “City Comptroller”. Unanimously carried.

Mott/Marsala motion to amend page 2 of Section 1.2 to change reference to “purchase order” to “purchase request” and to strike the reference to “City Clerk” and specify that the “City Comptroller shall be empowered to act for the City Administrator in his/her absence”. Unanimously carried.

Mott/Hartz motion to amend page 3 of Section 1.2 to strike the reference to “City Clerk” and specify that recommendations for purchases in excess of \$10,000.00 shall “include the acknowledgement (signature) of the City Comptroller that funds are available”. Unanimously carried.

Fesenmaier/Krause motion to amend page 5 of Section 1.3 to state that “the City Administrator shall investigate all complaints and report the results of the investigation to the Finance, License and Regulations Committee, the Common Council, and the complainant.” Unanimously carried.

Mott motion to amend page 5 of Section 1.3 (B) to strike all language after “the City Clerk shall review the recommended bidder’s insurance documentation to determine compliance prior to approval by the Council”. Motion died for lack of second.

Fesenmaier/Krause motion to amend page 2 of Section 1.7 (“Coding”) to strike reference to “purchase order” and replace with “purchase request”. Unanimously carried.

Alderman Fesenmaier noted that Section 1.9 had been added to the Policy Manual to discuss the subject of financial audits and comprehensive internal controls audits. The committee had recommended that internal controls audits be performed at least once every five years, specifying that such audits were to be conducted by a firm other than the firm used to perform the annual financial audits.

Alderman Kehoe noted that Section 3.1 stated that only one new speed bump location would be considered per year. DPW Winkler responded that this limitation had been put into place for budgetary reasons.

Mott/Kehoe motion to amend page 2 of Section 1.7 (“Coding”) to add that “obsolete documents shall be securely disposed of”. Motion carried by vote of 7 to 1, with Alderman Fesenmaier opposed.

Fesenmaier/Kehoe motion to amend to continue discussion on Chapter 3 to the next regular Council meeting. Motion carried by vote of 7 to 1, with Alderman Mott opposed.

Administrator Jordan stated that he would like an opportunity to revise Section 1.2 regarding the procedures for bid openings at which only one bid is received. Alderman Hartz also suggested that a pre-qualified vendor list should be maintained in a location where it would be accessible to everyone.

Fesenmaier/Krause motion to amend to continue discussion on Chapter 1 to the next regular Council meeting. Unanimously carried.

Original motion, as amended, carried unanimously. The revised Chapter 2 of the City Policy Manual was thereby adopted, with Chapters 1 and 3 continued to the regular meeting of January 24, 2011. The City Clerk was directed to make the approved modifications to the policy document and provide copies of the updated version to the members of the Council prior to the next regular meeting.

#### **Presentation of Accounts – Alderman Krause**

Purchase Orders. None.

Krause/Marsala motion to approve Prepaid Bills in the amount of \$34,756.07

Roll Call: Marsala, Kehoe, Fesenmaier, Krohn, Tolar, Krause, Hartz, and Mott voted “yes”. Unanimously carried.

Krause/Hartz motion to approve Regular Bills in the amount of \$244,643.45

Roll Call: Marsala, Kehoe, Fesenmaier, Krohn, Tolar, Krause, Hartz, and Mott voted “yes”. Unanimously carried.

#### **Mayoral Appointments – Mayor Connors**

##### **Appointment of Accurate Appraisal LLC as City Assessor, with appropriate agent designated**

Mayor Connors announced his appointment of Jim Danielson, of Accurate Appraisal, as City Assessor. Krause/Hartz motion to approve the appointment of Mr. Danielson as City Assessor and to include any necessary revisions to the contract with Accurate Appraisal as recommended by the City Attorney. Attorney Draper stated that Accurate Appraisal had consented to make certain changes to the approved contract to clarify Mr. Danielson’s position with the City and to make the office more easily accessible to Lake Geneva residents. He noted that the City was currently without an assessor, having earlier removed Ms. Lininger from the position, and Mr. Danielson would assume responsibilities as City Assessor as soon as the contract was executed. Alderman Fesenmaier stated that she would be uncomfortable acting on any changes to the contract without having the proposed revisions formally stated in writing before the Council. Attorney Draper noted that all proposed changes would be to the benefit of the City and that Mr. Danielson had indicated he had no issue with any of the recommended changes. For the record, Attorney Draper stated that the changes would include the following:

- Stipulation that Accurate Appraisal understands and agrees that it is an independent contractor and not an employee of the City of Lake Geneva; nevertheless, for the purposes of Section 2-3 of the Lake Geneva Municipal Code, Accurate shall designate a qualified representative to be appointed by the City. Said representative shall be subject to all municipal regulations and state statutes applicable to city assessors.
- Stipulation that Accurate will also be available to the public by phone and will also schedule appointments with the public at no additional expense to the client.

Roll Call: Marsala, Kehoe, Tolar, Krause, Hartz, and Mott voted “yes”. Fesenmaier and Krohn voted “no”. Motion carried by vote of 6 to 2.

#### **Closed Session**

Hartz/Krause motion to enter into Closed Session pursuant to Wis. Stats. 19.85 (1)(e) for deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session, for the discussion of the possible sale of the WE Energies Building (Administrator Jordan).

Roll Call: Marsala, Kehoe, Fesenmaier, Krohn, Tolar, Krause, Hartz, and Mott voted “yes”. Unanimously carried.

The Council entered into Closed Session at 9:45pm. Also present were: Administrator Jordan, City Attorney Draper, and Clerk Reale.

Tolar/Kehoe 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: Marsala, Kehoe, Fesenmaier, Krohn, Tolar, Krause, Hartz, and Mott voted “yes”. Unanimously carried.

The Council reconvened in open session at 10:22pm.

Hartz/Marsala motion to direct Administrator Jordan to solicit an offer from the interested party for the potential sale of the WE Energies Building. Unanimously carried.

**Adjournment**

Hartz/Mott motion to adjourn at 10:25pm. Unanimously carried.

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/s/ Jeremy A. Reale, City Clerk

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

**SPECIAL CITY COUNCIL MEETING**  
**MONDAY, JANUARY 17, 2011 – 6:00 PM**  
**COUNCIL CHAMBERS, CITY HALL**

Mayor Connors called the meeting to order at 6:00pm.

The Pledge of Allegiance was led by Alderman Kehoe.

Roll Call. Present: Aldermen Kehoe, Fesenmaier, Krohn, Tolar, Krause, Hartz, Mott, and Marsala. Also present: Administrator Jordan, City Attorney Draper, DPW Winkler and Clerk Reale.

**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.**

Alderman Fesenmaier noted that minutes from the January 13, 2011 Public Works Committee included within the Council packet for the special meeting were incorrect, as drafted. According to the draft minutes, the committee had approved a motion to forward the change order for the batt insulation to the present special meeting and to forward a change order for the smoke alarm system to the next regular Finance and Council meetings of January 24, 2011. Alderman Fesenmaier stated that the change order for the smoke alarm system had not been part of the motion formally approved by the committee.

**Discussion/Action on change order for Riviera remodeling project**

Kehoe/Hartz motion to accept Change Order No. 6 with Scherrer Construction for the Riviera remodeling project in the amount of \$16,424.00.

DPW Winkler reported that the contractor had encountered rock wool blown-in insulation in the ballroom ceiling, adding that most of the existing insulation had fallen out during the removal of the ceiling tiles. It was proposed to add batt insulation of 12-inch thickness to the ceiling and walls, as the old rock wool was largely unsalvageable. This would also have the added benefit of more efficiently heating and cooling the ballroom given the fact that the existing insulation had missed a number of pockets in both the ceiling and walls. Alderman Hartz had ascertained that the R-value of the batt insulation would be 38, which was considered a good number for insulation effectiveness. Alderman Krause asked if the contractor had considered the option of using spray foam insulation. DPW Winkler responded that the batt insulation had been determined to be the most cost effective solution for the Riviera.

Roll Call: Kehoe, Fesenmaier, Krohn, Tolar, Krause, Hartz, Mott, and Marsala voted “yes”. Unanimously carried.

**Adjournment**

Krause/Marsala motion to adjourn at 6:09pm. Unanimously carried.

---

/s/ Jeremy A. Reale, City Clerk

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

**ORDINANCE NO. 11-02**

**AN ORDINANCE ANNEXING TERRITORY TO THE CITY OF LAKE GENEVA  
WILLIAM AND PATRICIA PALICKA**

**AN ORDINANCE PROVIDING FOR DIRECT ANNEXATION BY  
UNANIMOUS CONSENT OF ELECTORS AND PROPERTY OWNERS OF  
TERRITORY LOCATED IN THE TOWN OF LINN, WALWORTH  
COUNTY, WISCONSIN, TO THE CITY OF LAKE GENEVA,  
WALWORTH COUNTY, WISCONSIN**

**WHEREAS**, William & Patricia Palicka, Trustees of the William & Patricia Palicka Trust, have made and filed with the City Clerk of the City of Lake Geneva ("City") a Petition for Direct Annexation by unanimous consent of electors and property owners of territory located in the Town of Linn, Walworth County, Wisconsin, to the City of Lake Geneva, Walworth County, Wisconsin, pursuant to Wis. Stat. § 66.0217(2) ("Annexation Petition"), in the office of the City Clerk for the City of Lake Geneva, Walworth County, Wisconsin, on the 29<sup>th</sup> day of October, 2010, requesting the annexation to the City of lands described in Exhibit A attached to the Petition for Direct Annexation which is attached hereto and incorporated herein by reference ("Subject Territory"), which such lands are contiguous to the City; and

**WHEREAS**, it appears by acknowledgment of receipt on file herein that Petitioners have filed a duplicate original of the Annexation Petition, including a legal description and scale map of the Subject Territory, with the Town Clerk of the Town of Linn, Walworth County, Wisconsin, and the State of Wisconsin, Department of Administration, within five (5) days after filing the Annexation Petition with the City Clerk; and

**WHEREAS**, it further appears that all of the requirements of Wis. Stat. § 66.0217(2) have been fully complied with, and that the State of Wisconsin, Department of Administration, has reviewed the proposed annexation and, by letter, found it to be in the public interest, and said letter has been duly considered and reviewed by the City and/or the City's Counsel; and

**WHEREAS**, the proposed annexation was referred to the Plan Commission of the City, and said Plan Commission has recommended annexing the Subject Territory to the City; and

**WHEREAS**, the Common Council of the City of Lake Geneva, Walworth County, Wisconsin, makes the following findings with respect to the Subject Territory:

1. That the annexation of the Subject Territory to the City of Lake Geneva, Walworth County, Wisconsin, is in the best interest of the City.

2. That the annexation of the Subject Territory will enable the City to regulate and control development of these lands which are contiguous to the City.
3. That, upon annexation, the Subject Territory shall be temporarily zoned pursuant to Wis. Stat. § 66.0217(8) in the SR-4.
4. That the annexation of the Subject Territory does not create a town island under the provisions of Wis. Stat. § 66.0221.

**NOW, THEREFORE**, the Common Council of the City of Lake Geneva, Walworth County, Wisconsin, does ordain as follows:

1. Those lands comprising the Subject Territory to be annexed, as described in Exhibit A attached hereto and incorporated herein by reference, be, and the same hereby are, annexed to the City of Lake Geneva, Walworth County, Wisconsin.
2. Those lands comprising the Subject Territory shall be temporarily zoned pursuant to Wis. Stat. § 66.0217(8) SR-4.
3. Those lands comprising the Subject Territory shall be included within Supervisory District 11 and in Aldermanic District 2 of the City of Lake Geneva.
4. This Ordinance, and the annexation hereby effected, shall be in full force and effect from and after its passing and posting.
5. The City Clerk shall immediately, after the final enactment hereof, file such certified copies with all parties as required by State Statute to be so served.
6. All ordinances or parts of ordinances inconsistent with or contravening the provisions of this Ordinance are hereby repealed.

Adopted, passed, and approved by the Common Council of the City of Lake Geneva, Walworth County, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

ATTEST:

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

\_\_\_\_\_  
Jeremy A. Reale, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Daniel S. Draper, City Attorney

1<sup>st</sup> Reading: 01/10/2011

2<sup>nd</sup> Reading: \_\_\_\_\_

Adopted: \_\_\_\_\_

Published: \_\_\_\_\_

ORDINANCE 11-03

**AN ORDINANCE AMENDING THE CITY OF LAKE GENEVA ZONING ORDINANCE  
TO CLARIFY THE REGULATION OF COMMERCIAL INDOOR LODGING USES**

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

1. That Article 0, Section 98-034 (Definitions), of the City of Lake Geneva Zoning Ordinance is amended to incorporate the following terms and definitions:

**Fractional Ownership:** A tenancy in common interest in a dwelling unit created or held by two or more persons, partnerships, corporations, or joint ventures (and similar entities) wherein the joint tenants have formally arranged (by written agreement) for the preferred or exclusive use by one or more of the tenants in common during specific periods of time. Timeshare Estate is a form of fractional ownership.

**Tourist or Transient:** A person who travels from place to place away from his or her permanent residence for vacation, pleasure, recreation, culture, business or employment.

2. That the definition of "Single Family Detached Dwelling Unit", as provided in Article 0, Section 98-034 of the City of Lake Geneva Zoning Ordinance is amended to read as follows:

**Single Family Detached Dwelling Unit:** A dwelling designed for and occupied by not more than one family and having no roof, wall or floor in common with any other dwelling unit. This dwelling unit type consists of a fully detached single-family residence which is located on an individual lot or within a group development. The dwelling unit must be a site built structure in compliance with the State of Wisconsin Uniform Dwelling Code (UDC), or may be a manufactured dwelling (modular homes) as permitted by the UDC or a manufactured home as permitted by the HUD code. For any of these dwelling units, the use of a permanent, continuous UDC foundation is required. This dwelling unit type may not be split into two or more residences. Refer to the illustration (right) and to Article I for setback requirements labeled in capital letters. A single family dwelling may not be used as a commercial indoor lodging facility.

3. That Article II, Section 98-206 (4)(k), of the City of Lake Geneva Zoning Ordinance is repealed and recreated as follows:

**(k) Commercial Indoor Lodging**

**Description:** Commercial indoor lodging facilities include land uses which provide sleeping accommodations for overnight and/or extended stay housing in individual rooms or suites of rooms, for consideration to transients. Such land uses may provide in-room or in-suite kitchens, and may also provide indoor recreational facilities for the exclusive use of their customers. This land use includes but is not limited to hotels and motels.

Commercial indoor lodging facilities also include land uses which provide sleeping accommodations for transients for overnight and/or extended stay housing in distinct housing units, including single-family, two-flat, twin home, duplex, townhouse, multiplex and apartment dwelling units, including but not limited to land uses commonly referred to as "cottages", "vacation homes", "tourist homes", "resort homes", "fractional ownership and time share units".

As opposed to residential land uses, such commercial indoor lodging land uses are intended and managed to accommodate transients and tourists, and are thus prohibited from all Residential zoning districts, and from the Neighborhood Office and Neighborhood Business zoning districts. Such land uses are typically occupied to provide access to recreational, cultural and business opportunities in the region, and generally do not serve as the permanent legal residence of the occupants.

Dwelling units which are occupied by a single property owner and guests staying without consideration for less than a year, and remain unoccupied by any other party for the remainder of the year, such as many "second homes" are considered residential units, rather than commercial indoor lodging. This land use does not include Bed and Breakfast Establishments as regulated in Sec. 98-206 (4)(I).

Restaurant, arcades, fitness centers, and other on-site facilities available to non-lodgers are not considered accessory uses and therefore require review as a separate land use.

1. Permitted by Right: Not applicable.
2. Conditional Use Regulations {PO, PB, GB, CB}:
  - a. If located on the same side of a building as abutting residentially zoned property, no customer entrance of any kind shall be permitted within 100 feet of a residentially zoned property.
  - b. Facility shall provide a bufferyard with a minimum opacity of .60 along all property borders abutting residentially zoned property (see Section 98-610).

- c. **Within the PO District, each and every room must take primary access via an individual interior door, and may not be accessed via an external balcony, porch or deck, except for emergency purposes.**
  - d. **Shall comply with Section 98-905, standards and procedures applicable to all conditional uses.**
3. **Parking Regulations: One space per bedroom, plus one space for each employee on the largest work shift.**
4. That this ordinance shall take effect upon passage and publication, as provided by law.

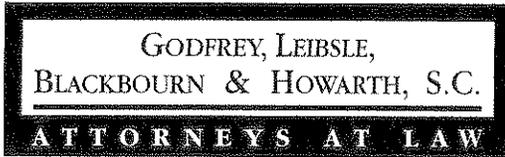
Adopted, passed, and approved by the Common Council of the City of Lake Geneva, Walworth County, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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

Attest:

\_\_\_\_\_  
JEREMY A. REALE, City Clerk

First Reading: 01/10/2011  
Second Reading: \_\_\_\_\_  
Adoption: \_\_\_\_\_  
Published: \_\_\_\_\_



ROBERT C. LEIBSLE  
LISLE W. BLACKBOURN  
KIM A. HOWARTH  
THEODORE N. JOHNSON

(ALFRED L. GODFREY 1888-1970)  
(THOS. G. GODFREY 1921-1996)

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December 15, 2010

**VIA HAND DELIVERY**

Mr. Jeremy Reale  
Clerk, City of Lake Geneva  
626 Geneva Street  
Lake Geneva, WI 53147

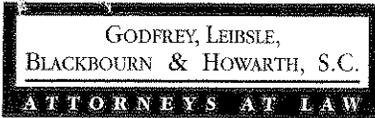
**Re: Extension of Southland Farms Planned  
Development Zoning**

Dear Mr. Reale:

I write on behalf of my client, Southland Farms, LLC, the developer of the Southland Farms residential development located in the City, previously known as Geneva Raceway, approximately 170.63 acres, located between Townline Road to the north and Bloomfield Road to the south ("Southland Farms").

Southland Farms is zoned as a Planned Development. The General Development Plan for Southland Farms ("GDP") was approved by the Lake Geneva Common Council on August 18, 2005, authorizing 515 units. On August 14, 2006, the First Amendment to the GDP was approved by the Common Council, reconfiguring the mix of residential units and the road layout, and reducing the total number of residential units to 489. On November 26, 2007, the Common Council approved the Precise Implementation Plan for Southland Farms ("PIP") with respect to its roads, single-family residential lots, parks, and other open space. On February 11, 2008, the Common Council approved the Final Plat of Subdivision and the Development Agreement for Southland Farms. On January 27, 2009, the Final Plat was recorded in the office of the Walworth County Register of Deeds, and on January 28, 2009, an Affidavit of Correction to the Final Plat was recorded. Copies of the recorded Final Plat and Affidavit of Correction are enclosed for your reference.

On the basis of my conversations with Barney Brugger, the City Zoning Administrator, because the GDP was amended on August 14, 2006, the five-year life of the GDP extends to August 14, 2011. It is also my understanding, from my conversations with the Zoning Administrator, that the recording of the Final Plat for Southland Farms has fixed the Planned Development zoning for the roads, the single-family residential lots, the parks, and the other open spaces of Southland Farms, and the expiration of the GDP and the PIP five-year deadlines



Mr. Jeremy Reale  
December 15, 2010  
Page 2

will have no effect on them. This is true even for the Cottage Homes and the Village Homes' portions of Southland Farms, substandard-sized single-family residential lots for which agreed reduced setbacks have been fixed and set forth in the recorded Final Plat (on page 5).

It is also my understanding, from my conversations with the Zoning Administrator, that the areas of Southland Farms for which the GDP may expire on August 14, 2011, are those portions of the recorded Final Plat left as large lots, without future development specified beyond, for example, Lot "74 Senior Residential," Lot "84 Condominiums," Lot "231 Neighborhood Retail," Lot "232 Condominiums," Lot "230 Condominiums," and Lot "85 Community Clubhouse" (collectively, "Multi-Family/Business Lots").

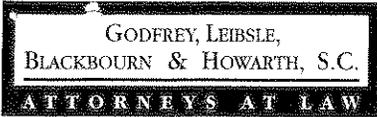
It is with respect to these Multi-Family/Business Lots that my client respectfully requests that the Common Council extend the five-year deadline for the GDP by an additional five years, under the City's Zoning Ordinance Sections 98-914(7)(a)(9) and 98-914(8)(a)(16).

My client also respectfully requests that the City amend Section 8.01 of the Development Agreement between my client and the City, extending the commencement for the first phase of construction from no later than May 2009 to no later than May 2012.

In the time since the approval of the Planned Development zoning for Southland Farms, my client, in reliance on such zoning, has terminated the operation of the Geneva Raceway on the Southland Farms property. More significantly, the most severe downturn in the American economy since the Great Depression has occurred, hitting the residential housing sector particularly hard, and severely disrupting my client's plans for the development of Southland Farms.

As a further inducement to extend the deadline, my client has the potential to begin the development in the near future of a portion of Southland Farms, specifically, the 100-unit Senior Housing portion.

Consequently, my client asks that the City schedule a public hearing to consider the extension of the GDP for the Multi-Family/Business Lots for a period of five years, and the amendment of the Southland Farms Development Agreement to extend the deadline for commencing the first phase of the project improvements. If my understanding about the permanence of the GDP and the PIP Planned Development zoning for the roads, single-family residential lots, parks, and other open space of Southland Farms under the recorded Final Plat is in error, then



Mr. Jeremy Reale  
December 15, 2010  
Page 3

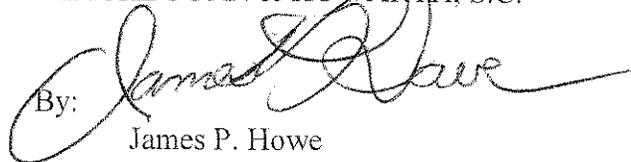
I ask that the deadline for such Planned Development - General Development Plan and Precise Implementation Plan zoning be extended by five years for them, as well.

My client is prepared to appear before a public hearing to be conducted by the Common Council or the Plan Commission, as the Common Council shall direct. My client respectfully requests that such hearing and final Common Council action be scheduled soon, to avoid any lapse in the Planned Development zoning of Southland Farms.

If you have any questions or comments, or if my understanding is in error, please contact me.

Very truly yours,

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

By:   
James P. Howe

JPH:dls

Enclosures

cc: Mr. Brian Pollard (*w/enclosures; via E-mail*)  
Mr. Barney Brugger (*w/enclosures; via E-mail and U.S. mail*)

753573



# AFFIDAVIT OF CORRECTION

Recorded  
JAN. 28, 2009 AT 09:08AM  
CONNIE J WOLEVER  
REGISTER OF DEEDS  
WALWORTH COUNTY, WI  
Fee Amount: \$13.00  
Total Pages 2

**AFFIANT**, Gary R. Splinter, hereby swears or affirms that Southland Farms Subdivision, recorded on the 27th day of January, 2009, as document number 753467, in the office of the Register of Deeds of Walworth County, State of Wisconsin, and contained the following errors:

In the "Surveyor's Certificate" located on the 1<sup>st</sup> paragraph and 1<sup>st</sup> column and on the 6<sup>th</sup> page in said subdivision plat;

1. On the 3<sup>rd</sup> line of the said Certificate states "...Subdivision", being part of the Northwest..."

Also, in the "Corporate Owner's Certificate" located in 6<sup>th</sup> paragraph and 2<sup>nd</sup> column and on the 6<sup>th</sup> page in said subdivision plat;

2. On the 5<sup>th</sup> line of the said Certificate states "... this plat is required by W.S.A. ...".
3. Add signatures and notary where required.

Gary R. Splinter  
6025 S. Pine Street  
Burlington, WI 53105

1300

ZYUP - 00149A, ZYUP -  
00149B, ZYUP - 00149C,  
ZYUP - 00173, ZYUP -  
00174 & ZA-102700001

Parcel Identification Numbers

**AFFIANT** makes this Affidavit for the purpose of correcting the above document as follows:

1. On the 3<sup>rd</sup> line of said Certificate should state "...Subdivision", being all of Certified Survey Map 1027 as recorded in Volume 4, Page 309 in the Walworth County Registry and part of the Northwest ...".
2. On the 5<sup>th</sup> line of the said Certificate should state "... this plat is required by Nextel to retain access easement to public thoroughfare per Development Solutions and by W.S.A. ...".
3. Signatures added. See attached revised Corporate Owners Certificate.



**Affiant** is the drafter of the document being corrected.  
The original document is not attached to this Affidavit.

Dated: 1/27/09 Signed: [Signature]

Gary R. Splinter S - 2239

State of Wisconsin, County of Racine

Signed and sworn before me on 1/27/09  
By the above-named person.

[Signature]  
Signature of Notary or other person authorized to administer an oath  
as per Sec. 706.06, 706.07.

Print or type name: Denise D. Trocio  
Title: Office Manager  
Date Commission Expires: 12/9/2012

This instrument is not a conveyance of real property as per s. 77.21(1) Wisconsin Statutes.  
  
This document drafted by:  
Gary R. Splinter  
6025 S. Pine Street  
Burlington, WI 53105

CORPORATE OWNER'S CERTIFICATE

Nextel West Corporation, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, d/b/a Sprint/Nextel Communications, as lessee, does hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

\* Nextel to retain access easement to public thoroughfare, per Development Solutions, and Nextel West Corporation, does further certify that this plat is required by W.S.A., s.236.10 or W.S.A., s.236.12 to be submitted to the following for approval or objection:

City of Lake Geneva  
Department of Administration

In witness whereof, the said Nextel West Corporation, has caused these presents to be signed by Vio Dirvonis, its <sup>President</sup> ~~cashier~~, and countersigned by [Signature], its <sup>Secretary</sup> ~~cashier~~, at Lake Geneva, Wisconsin, and its corporate seal to be hereunto affixed on this 16<sup>th</sup> day of October, 2008.

In the presence of:

[Signature]

Nextel West Corporation  
Corporate Name

(Corporate Seal)

Vio Dirvonis  
President Property Services Manager

Countersigned:

[Signature]  
~~Secretary or Cashier~~

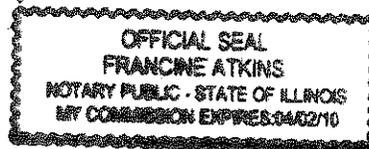
Illinois )  
State of Wisconsin )  
Lake ) SS  
Walworth County )

Personally came before me this 16<sup>th</sup> day of October, 2008, Vio Dirvonis President, and [Signature] Secretary (cashier) of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such ~~President and Secretary (cashier)~~ <sup>manager</sup> of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Notary Seal)

[Signature]  
Notary Public, \_\_\_\_\_, Wisconsin Illinois

My commission expires 4/2/10

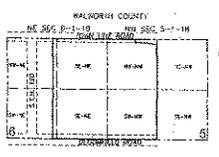






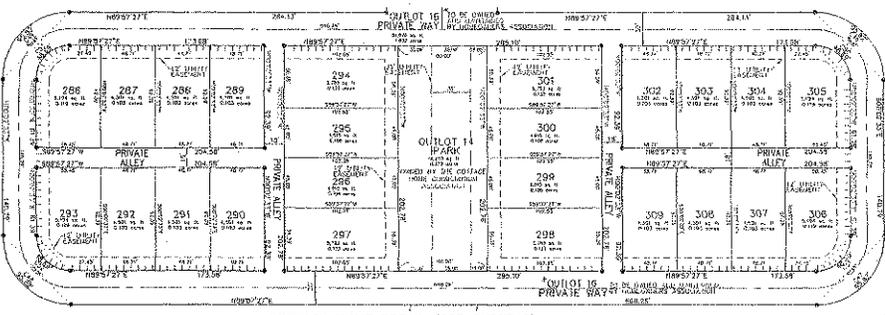
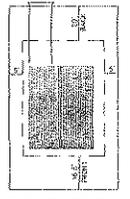






# SOUTHLAND FARMS SUBDIVISION

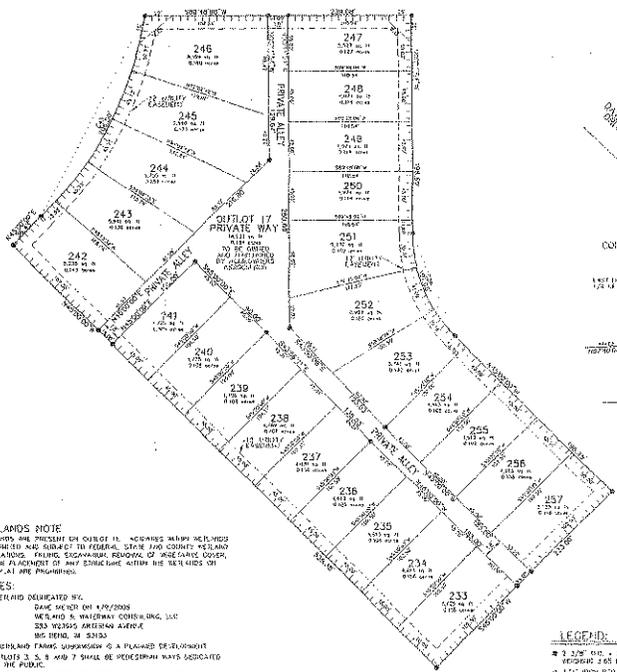
All of CS# 1027 and part of the Northwest 1/4 of the Northwest 1/4, Northeast 1/4 of the Northwest 1/4, Southeast 1/4 of the Northwest 1/4, and Southeast 1/4 of the Northwest 1/4 of Section 6, and part of the Northwest 1/4 of the Northwest 1/4, and the Southeast 1/4 of the Northwest 1/4 of Section 7, all in Town 1 North, Range 19 East, City of Lake Geneva, Walworth County, State of Wisconsin. Containing 169.679 acres, more or less.



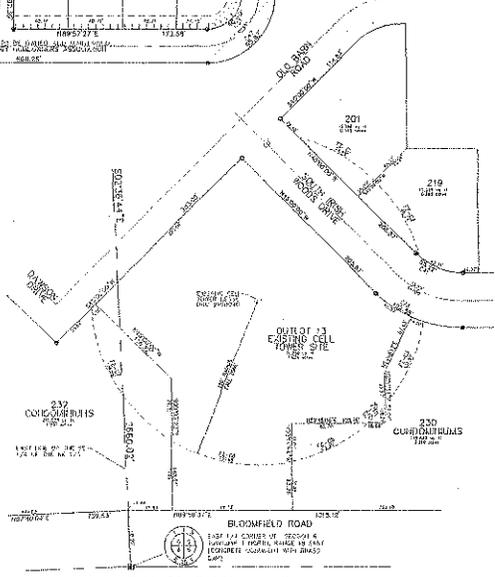
COTTAGE HOME AND VILLAGE HOME LAYOUT SEE PAGE 202 NOT TO SCALE

SETBACK NOTES:  
The maximum building setback distance is 10' along streets, 20' along the back lot lines and 5' along the side lot lines.

COTTAGE HOME DETAIL (SEE SHEET 2)  
SCALE: 1"=50'  
TO UTILITY IS TO SERVE AS UTILITY EASEMENT.



VILLAGE HOME DETAIL (SEE SHEET 4)  
SCALE: 1"=50'



FALL ZONE DETAIL (SEE SHEET 4)  
SCALE: 1"=50'

**WETLANDS NOTE**  
WETLANDS ARE PRESENT ON OUTLOT 13. APPROXIMATE WETLANDS ARE SHOWN AND SUBJECT TO FEDERAL, STATE AND COUNTY WETLAND REGULATIONS. FILLING, EXCAVATION, REMOVAL OF WETLAND COVER, OR THE PLACEMENT OF ANY STRUCTURE WITHIN THE WETLANDS ON THIS PLAN ARE PROHIBITED.

- NOTES:**
- 1) WETLAND DELINEATED BY DATE MENON ON 4/27/2008. WETLANDS BY WATSON CORNELL INC., LLC. 200 WETLANDS CRENSHAW BLVD. BIG BROOK, WI 53103
  - 2) SOUTHLAND FARMS SUBDIVISION IS A PLANNED DEVELOPMENT BY THE CITY OF LAKE GENEVA.
  - 3) OUTLOTS 3, 5, 8 AND 7 SHALL BE RECREATION WAYS DEDICATED TO THE PUBLIC.
  - 4) SET BACKS REQUIRED FOR SEWER STRUCTURES: 10 FEET MINIMUM.
  - 5) SET BACKS REQUIRED FOR SEWER STRUCTURES: 10 FEET MINIMUM. SETBACKS SHALL NOT EXCEED 20 FEET FROM THE WETLANDS. SETBACKS SHALL NOT EXCEED 20 FEET FROM THE WETLANDS. SETBACKS SHALL NOT EXCEED 20 FEET FROM THE WETLANDS.
  - 6) OUTLOT 13 IS TO BE OPENED AND MAINTAINED BY THE CITY OF LAKE GENEVA.
  - 7) SETBACKS REQUIRED FOR SEWER STRUCTURES: 10 FEET MINIMUM.
  - 8) SETBACKS REQUIRED FOR SEWER STRUCTURES: 10 FEET MINIMUM.
  - 9) ALL UTILITY EASEMENTS SHOWN BETWEEN LOTS ARE TO BE OPENED ON THE LINE UNLESS OTHERWISE NOTED.
  - 10) THE CITY OF LAKE GENEVA HAS REVIEWED PLACING OF UTILITY STRUCTURES FOR A REASONABLE TIME.

**OBJECTING AUTHORITIES:**  
- WISCONSIN DEPARTMENT OF TRANSPORTATION  
**APPROVING AUTHORITIES:**  
- CITY OF LAKE GENEVA

- LEGEND:**
- 2 1/2" DIA. x 24" HIGH PIPE SET
  - 3 1/2" DIA. x 24" HIGH PIPE SET
  - 4 1/2" DIA. x 24" HIGH PIPE SET
  - ALL UTILITY MEASUREMENTS HAVE BEEN MADE TO THE NEAREST 0.01 OF A FOOT.
  - ALL DISTANCES SHOWN ALONG CURVED LINES ARE ARC LENGTHS.
  - EXCAVATION SHALL BE OPEN FROM: 10:00 AM TO 5:00 PM MONDAY THROUGH FRIDAY.
  - WETLANDS
  - EXISTING SETBACK LINE
  - ACCESS EASEMENT
  - EXISTING DRIVE
  - DEVELOPED TO BE PUBLIC
  - EXISTING UNIMPROVED TOWNSHIP
  - WETLAND CORNER POINT

LAND OWNER/LAND DIVIDER:  
SOUTHLAND FARMS, LLC.  
875 TOWNLINE ROAD  
LAKE GENEVA, WI 53147  
SURVEY FOR:  
GARY & SPURRIER,  
KAPUR & ASSOCIATES, INC.  
6025 S. FINE STREET  
SMITHFIELD, WI 53190



There are no objections to this plan with respect to Sections 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats., as provided by s. 236.17, Wis. Stats.

CHUBBIE J. JAKS, JR.  
20 08  
Register of Deeds  
Department of Administration

**KAPUR & ASSOCIATES, INC.**  
CONSULTING ENGINEERS  
BURLINGTON, WISCONSIN  
262.767.2747

OCTOBER 1, 2007 (REVISED 6/19/08)

WALWORTH COUNTY DEPT. OF LAND RECORDS/4570 SOUTHLAND FARMS-SUBDIVISION-TO PLAN 143, 2007  
7/1/2008 09:21 AM

CAB D SLIDE 143

SHEET 5 OF 7

There are no objections to this plan with respect to Secs. 236.15, 236.16, 236.20 and 236.21 and (2) Wis. Stat., as provided by s. 236.12, Wis. Stat. (as amended).

Notary Public  
Department of Administration

# SOUTHLAND FARMS SUBDIVISION

All of CS# 1027 and part of the Northeast 1/4 of the Northeast 1/4, Northeast 1/4 of the Northeast 1/4, Southwest 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Northeast 1/4 of Section 6, and part of the Northeast 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of Section 5, all in Town 1 North, Range 18 East, City of Lake Geneva, Walworth County, State of Wisconsin  
Containing 169.972 acres, more or less.

**SURVEYOR'S CERTIFICATE**  
I, Gary Salater, Registered Land Surveyor, hereby certify that by the direction of Southland Farms, LLC, I have surveyed, divided and mapped this plat entitled "Southland Farms Subdivision", being part of the Northeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Northeast 1/4, the Northeast 1/4 of the Northeast 1/4 and the Southwest 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 6 and the Northeast 1/4 of the Northeast 1/4 and the Northeast 1/4 of the Northeast 1/4 of Section 5 of Township 1 North, Range 18 East, City of Lake Geneva, Walworth County, State of Wisconsin, measured and described as follows:

Beginning at the northwest corner of said Northeast 1/4 of Section 5; thence North 89°57'27" East, along the north line of said Northeast 1/4, 705.08 feet; thence South 0°02'33" East 30.00 feet to the south right of way line of Town Line Road; thence North 89°57'27" East, along said south line, 300.00 feet; thence South 81°30'42" East, along said south line, 302.24 feet; thence North 89°57'27" East, along said line, 55.87 feet to the east line of the Northeast 1/4 of said Northeast 1/4; thence South 2°52'12" East, along said east line and the east line of the Southwest 1/4 of said Northeast 1/4, 2580.37 feet to the south line of the Northeast 1/4 of said Section 5; thence South 89°58'37" East, along said south line, 1316.57 feet to the southeast corner of the Northeast 1/4 of said Section 6; thence South 87°04'41" West, along said line of said Northeast 1/4, 1494.29 feet; thence North 0°31'51" West, along said line, 1316.34 feet to the southeast corner of Lot 1 of Certified Survey Map 2843 as recorded in Volume 15 of Certified Survey Maps on Page 1 in the Walworth County Registry; thence North 2°40'33" West, along the east line of said Lot 1, 1401.46 feet to the north line of said Northeast 1/4; thence North 89°55'22" East, along said north line, 1416.91 feet; thence North 89°57'27" East, along said north line, 10.96 feet to the point of beginning.

Containing or 7,370.410 Square Feet or 169.206 acres, more or less.

I further certify that this plat is a correct representation of the exterior boundaries and the subdivisions of the land surveyed and described and that I have fully complied with the provisions of Section 236 of the Wisconsin Statutes as to every dividing and mapping and the Chapter 86, "Subdivisions" of the City of Lake Geneva Ordinances.

Dated this 1st day of October, 2007

Gary Salater  
City of Lake Geneva, Wisconsin  
Revised this 19th day of June, 2008



**CORPORATE OWNER'S CERTIFICATE OF DEREGISTRATION**  
Southland Farms, LLC, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, do hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

Southland Farms, LLC, does further certify that this plat is required by W.S.A. s. 236.10 or W.S.A. s. 236.12 to be submitted to the following for approval or objection:

City of Lake Geneva  
Department of Administration

In witness whereof, the said Southland Farms, LLC, has caused these presents to be signed by Brian Polford, its president, and countersigned by \_\_\_\_\_, its secretary (cashier), at Lake Geneva, Wisconsin, and its corporate seal to be hereunto affixed on this 1st day of October, 2007.

In the presence of:  
Katherine M. Miller, Southland Farms, LLC  
Corporate Officer  
President

Countersigned:  
\_\_\_\_\_  
Secretary or Cashier

State of Wisconsin }  
Walworth County }

Personally came before me this 1st day of October, 2007, Brian Polford, President, and \_\_\_\_\_ Secretary (cashier) of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary (cashier) of said corporation, and acknowledged that they executed the foregoing instrument as such officers of the deed of said corporation, by its authority.

Notary Public  
My commission expires 12/31/2010

**UTILITY EASEMENT PROVISIONS (PUBLIC)**  
An easement for electric and communication service is hereby granted by Southland Farms, LLC, Grantor, to  
Alliant Energy  
City of Lake Geneva Utility Commission, Grantee  
WE Energies, Grantee  
Terra Water, Grantee, and  
Alltel Telephone, Grantee  
their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead (street lights) and underground transmission and distribution of electricity and electric utility, including one or more TV facilities for such purposes on the same or any other, horizontal, vertical, over, under, across, along and upon the property shown within these areas on the plat designated as "Public Utility Easement" areas together with the right to install service connections upon, across, within and beneath the surface, of said lot to serve interconnected branches, or to connect, within and beneath the surface, of said lot to serve interconnected branches, or to connect adjacent lots, and the right to enter upon the subdivided property required incident to the rights herein shown, and the right to enter upon the subdivided property as nearly as is reasonably possible. In the condition existing prior to such entry by the Grantee or their agents, the installation, however, does not apply to the installation of said underground and/or above ground electric facilities (transformers and substations) or communication facilities or to any trees, brush or roots which may be removed of any law pursuant to the rights herein granted. Buildings shall not be placed over Grantee's facilities or in, upon or over the property within the areas marked "Public Utility Easement" areas without the prior written consent of Grantee. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without the written consent of Grantee.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

**CERTIFICATE OF THE WALWORTH COUNTY TREASURER**  
STATE OF WISCONSIN  
WALWORTH COUNTY  
I, Kathy Duda, being duly appointed, qualified and acting County Treasurer of the Walworth County, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special district assessments on any of the land included within this plat of "Southland Farms Subdivision".

Dated 10/01/07

Kathy Duda  
Walworth County Treasurer

**CERTIFICATE OF THE CITY OF LAKE GENEVA TREASURER**  
STATE OF WISCONSIN  
WALWORTH COUNTY  
I, \_\_\_\_\_, being duly appointed, qualified and acting City Treasurer of the City of Lake Geneva, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special district assessments on any of the land included within this plat of "Southland Farms Subdivision".

Dated 10/22/07

Jeanine Clifton  
City of Lake Geneva, Treasurer

**CITY ENGINEER'S APPROVAL CERTIFICATE**  
State of Wisconsin }  
Walworth County }

I, \_\_\_\_\_, City Engineer for the City of Lake Geneva do hereby certify that the land improvements described in this land plat and plans and specifications therefore and street names shown on said plat meet the requirements of the City of Lake Geneva and have been approved by all public authorities having jurisdiction.

Dated at Lake Geneva, Walworth County, Wisconsin, this 22nd day of October, 2007.

\_\_\_\_\_  
City Engineer

**CITY COUNCIL APPROVAL CERTIFICATE**  
State of Wisconsin }  
Walworth County }

I, \_\_\_\_\_, do hereby certify that this plat of Southland Farms, in the City of Lake Geneva, Wisconsin, contains and ends the same, is hereby approved by the city council.

Signed \_\_\_\_\_  
City Clerk

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the City Council of the City of Lake Geneva, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

**CONSENT OF CORPORATE MORTGAGEE**  
First West Bank, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, in witness whereof, the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the same certificate of Southland Farms, LLC, names.

IT IS HEREBY AGREED that said First West Bank has caused these presents to be signed by \_\_\_\_\_, its Secretary (cashier), of \_\_\_\_\_, Wisconsin, and its corporate seal to be hereunto affixed on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

STATE OF WISCONSIN }  
Walworth County }

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007, \_\_\_\_\_, Secretary of the above named corporation, to me known to be the person who executed the foregoing instrument, and to be President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers of the deed of said corporation, by its authority.

Notary Public  
My Commission expires \_\_\_\_\_

**CORPORATE OWNER'S CERTIFICATE**  
First West Corporation, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, s236.10 or s236.12, do hereby certify that said corporation caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

First West Corporation, does further certify that this plat is required by W.S.A. s. 236.10 or W.S.A. s. 236.12 to be submitted to the following for approval or objection:

City of Lake Geneva  
Department of Administration

In witness whereof, the said First West Corporation, has caused these presents to be signed by \_\_\_\_\_, its Secretary (cashier), and countersigned by \_\_\_\_\_, its Secretary or Cashier, at \_\_\_\_\_, Wisconsin, and its corporate seal to be hereunto affixed on this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

In the presence of:  
\_\_\_\_\_  
Corporate Officer

Countersigned:  
\_\_\_\_\_  
Secretary or Cashier

State of Wisconsin }  
Walworth County }

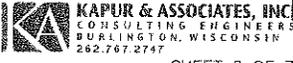
Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007, it's \_\_\_\_\_ and \_\_\_\_\_ Secretary (cashier) of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Officer and Secretary (cashier) of said corporation, and acknowledged that they executed the foregoing instrument as such officers of the deed of said corporation, by its authority.

Notary Public  
My Commission expires \_\_\_\_\_

**UTILITY EASEMENT PROVISIONS (PUBLIC)**  
An easement for electric and communication service is hereby granted by Southland Farms, LLC, Grantor, to  
Alliant Energy  
City of Lake Geneva Utility Commission, Grantee  
WE Energies, Grantee  
Terra Water, Grantee, and  
Alltel Telephone, Grantee  
their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with overhead (street lights) and underground transmission and distribution of electricity and electric utility, including one or more TV facilities for such purposes on the same or any other, horizontal, vertical, over, under, across, along and upon the property shown within these areas on the plat designated as "Public Utility Easement" areas together with the right to install service connections upon, across, within and beneath the surface, of said lot to serve interconnected branches, or to connect adjacent lots, and the right to enter upon the subdivided property required incident to the rights herein shown, and the right to enter upon the subdivided property as nearly as is reasonably possible. In the condition existing prior to such entry by the Grantee or their agents, the installation, however, does not apply to the installation of said underground and/or above ground electric facilities (transformers and substations) or communication facilities or to any trees, brush or roots which may be removed of any law pursuant to the rights herein granted. Buildings shall not be placed over Grantee's facilities or in, upon or over the property within the areas marked "Public Utility Easement" areas without the prior written consent of Grantee. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without the written consent of Grantee.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

CARD SLIDE 144





Document Number

FIRST AMENDMENT TO  
DEVELOPMENT AGREEMENT  
OF SOUTHLAND FARMS SUBDIVISION  
Document Name

1 THIS FIRST AMENDMENT TO DEVELOPMENT  
2 AGREEMENT ("First Amendment") is made this \_\_\_\_ day of  
3 \_\_\_\_\_, 2011, between the CITY OF LAKE GENEVA,  
4 Walworth County, Wisconsin ("City"), and SOUTHLAND FARMS,  
5 LLC, a Wisconsin limited liability company ("Developer").  
6  
7

8 **RECITALS**

9  
10 **WHEREAS**, the City and the Developer are the parties  
11 under a certain Development Agreement, dated February 11, 2008  
12 ("Development Agreement"), for the development of certain real  
13 property in the City described thereunder, totaling approximately  
14 170.63 acres, formerly known as Geneva Raceway, located between  
15 Townline Road to the north and Bloomfield Road to the south  
16 ("Southland Farms"); and  
17

18 **WHEREAS**, the parties desire to make this First Amendment to amend the Development  
19 Agreement.  
20

21 **NOW, THEREFORE**, the City and the Developer amend the Development Agreement as  
22 follows:  
23

24 **SECTION 1**

25 The recitals above are incorporated herein.  
26  
27

28 **SECTION 2**

29  
30 The following paragraph is hereby added to the Development Agreement as subsection 2.06  
31 thereof, to read as follows:  
32

33 **2.06 Prevailing Wages and Hours of Labor.** Developer  
34 acknowledges that the construction and installation of the Improvements  
35  
36

Recording Area

Name and Return Address  
GODFREY, LEIBSLE, BLACKBOURN &  
HOWARTH, S.C.  
354 Seymour Court  
Elkhorn, Wisconsin 53121

ZSF 00022 - ZSF 00326  
Parcel Identification Number (PIN)

37 constitute a project of public works regulated by Wisconsin Statutes  
38 § 66.0903. With respect to the construction and installation of the  
39 Improvements, Developer shall:  
40

- 41 a) pay wage rates not less than the prevailing hourly wage rate  
42 as prescribed and regulated pursuant to the aforementioned  
43 statute and related law;
- 44
- 45 b) comply with the prevailing hours of labor as prescribed and  
46 regulated pursuant to the aforementioned statute and related  
47 law;
- 48
- 49 c) fully comply with all of the reporting requirements and all  
50 other requirements of such laws; and
- 51
- 52 d) ensure that all of Developer's contractors and subcontractors  
53 fully comply with such laws.  
54

55 Developer's indemnification and letter of credit obligations under this  
56 Agreement shall apply to any claim that alleges that work contemplated by  
57 this Agreement is being or has been done in violation of law associated with  
58 prevailing wage rates, prevailing hours of labor, or any other provision of  
59 Wisconsin Statutes § 66.0903.  
60

### 61 SECTION 3

62 Section 8.01 of the Development Agreement entitled Commencement is hereby amended to  
63 extend the deadline for beginning construction of the initial phase of the public Improvements from May  
64 2009 to May 2014.  
65

### 66 SECTION 4

67 Section 8.04 of the Development Agreement is hereby deleted in its entirety, and in lieu  
68 thereof, Section 8.04 shall read as follows:  
69

70  
71 8.04 **Letter of Credit.** An irrevocable standby letter of credit shall  
72 be filed with the City prior to construction of each phase of Southland Farms  
73 ("Letter of Credit"). The procedure for filing the Letter of Credit shall be as  
74 follows: A Letter of Credit equal in amount to one hundred twenty percent  
75 (120%) of the estimated cost of the public Improvements for the subject  
76 phase shall be issued by a financial institution reasonably acceptable to the  
77  
78  
79

80 City, including a condition that the Letter of Credit cannot be revoked or not  
81 renewed upon its expiration unless the issuing institution provides the City  
82 and the Developer at least thirty (30) days' prior written notice thereof. The  
83 Letter of Credit may be reduced from time to time by the value of the public  
84 Improvements previously completed, fully paid, and accepted by the City for  
85 the subject phase, pursuant to Section 3.01, above. Should additional public  
86 Improvements be added to the subject phase or the cost of the intended public  
87 Improvements for such phase prove to be larger than originally anticipated,  
88 the surety on the subject Letter of Credit shall be immediately supplemented  
89 to include any additional amounts or other estimated costs with respect to  
90 such public Improvements. To secure the Developer's warranty of the public  
91 Improvements for the subject phase under subsection 11.01(c), below, the  
92 Developer shall maintain the subject Letter of Credit in the amount of twenty  
93 (20) percent of the cost of such public Improvements for the term of such  
94 warranty.  
95  
96

#### 97 SECTION 5

98  
99 Except as expressly modified hereby, the Development Agreement remains in full force and  
100 effect. A capitalized term not expressly defined herein shall be defined as under the Development  
101 Agreement.  
102

103  
104 **[Signature Page Follows]**  
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**IN WITNESS WHEREOF**, the parties have executed this First Amendment on the date first written above.

CITY:  
  
CITY OF LAKE GENEVA, a Wisconsin municipal corporation  
  
By: \_\_\_\_\_  
Jim Connors, Mayor

Attest: \_\_\_\_\_  
Jeremy Reale, City Clerk

**APPROVAL OF COMMON COUNCIL**

This Agreement was approved by the Common Council of the City of Lake Geneva by Resolution dated the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

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DEVELOPER:

SOUTHLAND FARMS, LLC, a Wisconsin limited liability  
company

By: \_\_\_\_\_

Brian C. Pollard

Its: Managing Member

**Resolution 11-R01**

A RESOLUTION AMENDING THE CITY OF LAKE GENEVA 401(a) PLAN

**WHEREAS**, the City of Lake Geneva (the "City") established the City of Lake Geneva, WI 401(a) Plan (the "Plan") effective January 1, 2007 for the benefit of certain employees of the City; and

**WHEREAS**, in order to incorporate the provisions of the Pension Protection Act of 2006 (PPA) and subsequent legislation, it has become necessary to amend and restate the Plan effective January 1, 2011; and

**WHEREAS**, pursuant to Article 9.1 of the Plan, the City has the right to amend the Plan.

**NOW, THEREFORE, BE IT RESOLVED** by the Common Council of the City of Lake Geneva as follows:

1. That the form of the amended and restated Plan be, and hereby is, adopted and approved in its entirety; provided, however, that with the concurrence of legal counsel for the City, the proper officers of the City shall be, and hereby are, authorized and directed to make such changes to the Plan as shall be deemed necessary or advisable to improve administration of the Plan; and
2. That the proper officers of the City, acting for and on behalf of the City, be, and hereby are, authorized and directed to take such actions as may be deemed necessary or advisable to carry out the intent and purpose of this resolution, including, without limitation, delivering to the Trustee of the Plan one or more counterparts of the amended and restated Plan.

Approved this 10th day of January, 2011.

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

Attest:

\_\_\_\_\_  
Jeremy A. Reale, City Clerk

January 2011

RE: Document restatement

Dear Employer:

Recently you received information regarding the restatement of your plan documents. Approximately every six years the Internal Revenue Service (IRS) requires employers that sponsor qualified plans to update their Plan documents. The governmental plan program is relatively new to Security Benefit, so this will be the first time we have gone through this process.

This most recent update or restatement includes regulatory changes required by:

Economic Growth and Tax Relief Reconciliation Act of 2001 (EGTRRA)  
Pension Protection Act of 2006 (PPA)  
Final 415 Regulations  
Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART)  
Worker, Retiree and Employer Recovery Act of 2008 (WRERA)

The primary provisions impacted by this restatement include:

- involuntary cash-out distributions;
- the suspension period of hardship distributions;
- non-spouse rollovers;
- a broadening of the definition of includible compensation;
- guidance relating to military service rights and benefits;
- suspension of the required minimum distribution provisions for 2009

A revised base plan document (BPD) will be provided in a later mailing. The BPD provides detailed explanations of the plan provisions as well as the definition of key terms.

Please be sure to read and review your documents carefully. It is important that the way the plan operates in practice is in accordance with the way the documents have been written. Although the restatement process is a rather routine "housecleaning" project, it is required. The IRS deadline for executing the restated documents is **January 31, 2011**. Failure to sign the documents by the IRS deadline could result in penalties and fines up to and including plan disqualification.

We look forward to working with you in 2011 and will continue to provide updates as regulatory changes are required.

Resolution No: 11-R04

WHEREAS, the Common Council approved the 2011 Operating Budget for the General Fund for the City of Lake Geneva, and

WHEREAS, in the 2011 Budget, the Council allocated \$85,000 in an contingency account for unplanned expenses and nothing has been spent to date, and

WHEREAS, the Common Council, at their January 10, 2011 meeting approved the purchase of two pole-mounted blinker solar speed limit signs for Townline Road for an amount not to exceed \$3,500,

BE IT THEREFORE RESOLVED, that the Common Council adopt a budget amendment allowing for an transfer in the 2011 General Fund Budget as follows:

Increase Acct # 11 34-10 5375, Traffic Control Street Signs, by \$3,500.00, and  
Decrease Acct #11 10-00 5780, Contingency Account, by \$3,500.00

Adopted this 24<sup>th</sup> day of January, 2011.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Jeremy A. Reale, City Clerk

RESOLUTION NO: 11-R05

WHEREAS, the Common Council approved the 2011 General Fund Operating Budget for the City of Lake Geneva, and

WHEREAS, the Operating Budget included \$2,000 for Plan Commissioner salaries as specifically added at the Budget Public Hearing held November 22, 2010 funded from the Contingency Account, and

WHEREAS, at the January 10th, 2011 Common Council meeting, a motion was passed to deny the change to the Municipal Code to allow for the payment to Plan Commissioners since they would have to be considered City employees and would be placed on the City payroll, and

WHEREAS, the Council funds a Contingency Account to plan for unforeseen expenses that may arise throughout the year,

BE IT THEREFORE RESOLVED, that the Common Council adopt a budget amendment allowing for a transfer in the 2011 Operating Budget as follows:

Decrease Acct # 11-69-30-5110, Plan Commission Salaries account, by \$2,000, and  
Increase Acct # 11-10-00-5780, Contingency Account, by \$2,000.

Adopted this 24th day of January, 2011.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Jeremy A. Reale, City Clerk

ORDINANCE 11-01

**AN ORDINANCE AMENDING CHAPTER 54, PARKS AND RECREATION,  
OF THE LAKE GENEVA MUNICIPAL CODE**

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

1. That Article II, Section 54-34, subsection (12), of Chapter 54 of the Lake Geneva Municipal Code is repealed and recreated as follows:

**(12) Wildlife. No person shall take, catch, kill, trap, pursue or otherwise disturb any wild animals or birds in any City park or recreation area except that trapping shall be permitted in the area of the White River estuary between Main Street and Sheridan Springs Road by permit and upon terms and conditions set by the City Council by resolution. Notwithstanding the provisions of Sec. 54-3, any violators of this subsection shall be subject to a forfeiture of \$500.00, the costs of prosecution, and/or suspension of the violator's driver's license.**

2. That 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 \_\_\_\_\_, 2011.

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

Attest:

\_\_\_\_\_  
JEREMY A. REALE, City Clerk

First Reading: 01/10/2011  
Second Reading: \_\_\_\_\_  
Adoption: \_\_\_\_\_  
Published: \_\_\_\_\_

## Article IV. Synthetic Chemical Cannabinoids

### 50-124 - Synthetic Chemical Cannabinoid Prohibited.

(1) *Definitions.*

(a) *Deliver* has the same meaning given in § 961.01(6), Wis. Stats., with respect to a controlled substance or controlled substance analog.

(b) *Distribute* has the same meaning giving in § 961.01(9), Wis. Stats., with respect to a controlled substance or controlled substance analog.

(2) *Prohibited sales, use and possession.* It shall be illegal for any person to possess, sell, publicly display for sale or attempt to sell, give, deliver, distribute, or barter any one or more of the following chemicals whether under the common street or trade names of "Spice", "K2", "Genie", "Yucatan Fire", "Blaze", "Red X Dawn", "Zohia", "fake", or "new" marijuana, or by any other name, label or description:

- (a) (6aR, 10aR)-9-(hydroxymethyl)-6, 6dimethyl-3(2methyloctan-2-yl)- 6a, 7, 10, 10atetrahydrobenzo[c]chromen-10l some trade or other names: HU-210;
- (b) 1-Pentyl-3-(1-naphthoyl) indole-some trade or other names: JWH-018/spice;
- (c) 1-Butyl-3-(1-naphthoyl) indole-some trade or other names: JWH-073;
- (d) 1-(3 {trifluoromethylphenyl}) piperazine-some trade or other names; TFMPP;
- (e) 2-(3-hydroxycyclohexyl)-5-(2-methyloctan-2-yl)phenol (CP 47,497);
- (f) Salviadinorum or salvinorum A; all parts of the plant presently classified botanically as salvia divinorum, whether growing or not, the seeds thereof; any extract from any part of such plant, and every compound manufacture, salts derivative, mixture or preparation of such plant, its seeds or extracts;
- (g) Synthetic equivalents of the substances contained in the plant Cannabis, and/or in the resinous extractives of Cannabis and/or synthetic substances, derivatives, and their isomers with similar chemical structure and pharmacological activity, an/or any substance which claims such properties even if in actuality they do not;
- (h) Compounds of these structures, regardless of numerical designation of atomic positions, are similarly prohibited, since nomenclature of these substances is not internationally standardized;
- (i) And/or any similar structural analogs such as, including, but not limited to the synthetic cannabinoids that fall into and/or are part of one or more of the seven major structural group:
  - i. Naphthoylindoles (e.g. JWH-018, JWH-073 and JWH-398)
  - ii. Naphthylmethyloindoles
  - iii. Naphthoylpyrroles
  - iv. Naphthylmethyloindenes
  - v. Phenylacetylindoles (i.e. benzoylindoles, e. JWH-250)
  - vi. Cyclohexylphenols (e.g. CP 47,497 and homologues of CP 47,497)
  - vii. Classical cannabinoids (e.g. Hu-210)

(3) *Exception.* The prohibitions set forth herein do not apply to any person who commits an act described in this section pursuant to the direction or prescription of a licensed physician or dentist authorized to direct or prescribe such act.

(4) *Penalties.* Any adult person violating this section shall be subject to a forfeiture of not less than \$100.00, nor more than \$500.00.

## 50-125 Penalty for Violations of Article

Any person who shall violate any provision of this chapter shall be subject to a penalty as follows:

- (1) Any person who shall sell, publicly display for sale or attempt to sell, give deliver, distribute, or barter any one or more of the chemicals as prohibited in sub. (2) above shall upon conviction be subject to a forfeiture of not less than five hundred dollars (\$500.00) and not more than one thousand dollars (\$1,000.00) together with the cost of prosecution for each violation. Each day a violation continues shall constitute a separate offense. The City may also seek equitable relief to gain compliance.
- (2) Any person who shall possess any one or more of the chemicals as prohibited in sub. (2) above shall upon conviction be subject to a forfeiture of not less than four hundred (\$400.00) and not more than one thousand dollars (\$1,000.00) together with the cost of prosecution for each violation.

# City of Lake Geneva

Date: 1/21/2011

Time: 2:27 PM

Page: 1

## Operator's Regular

| <u>License No</u>         | <u>Customer</u>  | <u>Address</u>                                  | <u>Total</u>   |
|---------------------------|--|---|--|
| 2010 273                  | Alexander G. Leonard<br>Employer: Geneva Corner Market, Inc. | 905 W. Main St.<br>1231 Grant St.               | Lake Geneva, WI 53147<br>25.00   |
| 2010 272                  | Adam S. Miskie<br>Employer: Sopra                            | 520 Schroeder Avenue<br>Gleneagles LLC          | Delavan, WI 53115<br>724 W. Main Street Lake Geneva, WI 53147<br>25.00 |
| 2010 270                  | Connie M. Patten<br>Employer: Geneva Corner Market, Inc.     | 164 Martin Street<br>1231 Grant St.             | Sharon, WI 53585<br>Lake Geneva, WI 53147<br>25.00                     |
| 2010 271                  | Aaron D. Rathbone<br>Employer: Lake Geneva Mobil             | 12016 333rd Avenue<br>Prairie State Enterprises | Twin Lakes, WI 53<br>350 Edwards Blvd. Lake Geneva, WI 53147<br>25.00  |
| <b>Operator's Regular</b> |  | <b>Count: 4</b>                                 | <b>Totals for this Type: 100.00</b>                                    |

**City of Lake Geneva**  
**CD and CDARS Investments**

As of 1/24/11

| <u>Bank</u>                             | <u>Amount Invested</u> | <u>Time Period</u> | <u>% rate</u> | <u>Maturity Dates</u> | <u>Fund</u> |
|---|------------------------|--------------------|---------------|-----------------------|-------------|
| <b><u>M&amp;I Bank</u></b>              |                        |                    |               |                       |             |
| Regular CD                              | \$ 54,000.00           | 9 months           | 0.65          | 06/01/11              | TIF 4       |
| Regular CD                              | \$ 140,000.00          | 15 months          | 1.25          | 12/21/11              | TIF 4       |
| Regular CD                              | \$ 450,000.00          | 13 months          | 1.25          | 03/24/11              | TIF 4       |
| Sub-Total                               | \$ 644,000.00          |                    |               |                       |             |
| <b><u>First Banking Center</u></b>      |                        |                    |               |                       |             |
|   | \$ -                   |                    |               |                       |             |
| Sub-Total                               | \$ -                   |                    |               |                       |             |
| <b><u>Community Bank of Delavan</u></b> |                        |                    |               |                       |             |
| Regular CD                              | \$ 304,923.23          | 3 months           | 0.300         | 02/10/11              | TIF 4       |
| Regular CD                              | \$ 300,756.16          | 52 week            | 1.000         | 08/18/11              | TIF 4       |
| CDARS                                   | \$ 600,000.00          | 26 week            | 0.400         | 05/19/11              | TIF 4       |
| CDARS                                   | \$ 600,000.00          | 52 week            | 0.900         | 08/18/11              | TIF 4       |
| Sub-Total                               | \$ 1,805,679.39        |                    |               |                       |             |
| <b>TOTAL invested</b>                   | <b>\$ 2,449,679.39</b> |                    |               |                       |             |
| Interest to Re-invest                   | \$ 480.45              |                    |               |                       |             |
|   | \$ 2,450,159.84        |                    |               |                       |             |

# CITY OF LAKE GENEVA

626 GENEVA STREET  
LAKE GENEVA, WISCONSIN 53147  
(262) 249-4098 • Fax (262) 248-4715  
www.cityoflakegeneva.com



DENNIS E. JORDAN  
CITY ADMINISTRATOR

**TO: MAYOR AND COMMON COUNCIL**

DEJ **FROM: CITY ADMINISTRATOR**

**DATE: JANUARY 24, 2011**

**RE: RIVIERA CHANGE ORDER #1**

**Background:** The original contract sum awarded to Scherrer Construction Company, Inc. was in the amount of \$506,349.00. At the preconstruction meeting, it was asked that in an effort to keep costs down, the City purchase the materials needed for the project. In a similar situation, the City had purchased the materials for the Dunn Field Parking Lot project. By doing so, the initial contract amount of \$506,349, would be lessened by \$88,598, the sum of products purchased and tax credit savings, for a new total of \$417,751.

**Recommend:** That the Council approve Change Order Request #1 changing the contract sum from \$506,349. to \$417,751.

# CHANGE ORDER

AIA DOCUMENT G701

|            |                                     |
|------------|-------------------------------------|
| OWNER      | <input checked="" type="checkbox"/> |
| ARCHITECT  | <input checked="" type="checkbox"/> |
| CONTRACTOR | <input checked="" type="checkbox"/> |
| FIELD      | <input type="checkbox"/>            |
| OTHER      | <input type="checkbox"/>            |

|                                   |   |                                    |
|-----------------------------------|---|------------------------------------|
| PROJECT:<br>(name, address)       | City of Lake Geneva<br>Riviera Building Remodeling<br>810 Wrigley Drive<br>Lake Geneva, WI 53147      | CHANGE ORDER NUMBER: (1) One       |
| TO CONTRACTOR:<br>(name, address) | Scherrer Construction Co., Inc.<br>601 Blackhawk Drive<br>P.O. Box 740<br>Burlington, Wisconsin 53105 | DATE: December 23, 2010            |
|                                   |   | ARCHITECT'S PROJECT NO: 1026       |
|                                   |   | CONTRACT DATE:                     |
|                                   |   | CONTRACT FOR: General Construction |

The Contract is changed as follows:

|   |                      |
|---|----------------------|
| Deduct for materials purchased through Scherrer Direct, LLC                 | (\$86,598.00)        |
| Deduct for tax credit for purchasing materials through Scherrer Direct, LLC | (\$ 2,000.00)        |
| <b>Total Deduct to Contract</b>   | <b>(\$88,598.00)</b> |

**Not valid until signed by the Owner, Architect and Contractor.**

|   |                 |
|---|-----------------|
| The original (Contract Sum) ( <u>Guaranteed Maximum Price</u> ) was   | \$ 506,349.00   |
| Net change by previously authorized Change Orders   | \$ 0.00         |
| The (Contract Sum) ( <u>Guaranteed Maximum Price</u> ) prior to this Change Order was   | \$ 506,349.00   |
| The (Contract Sum) ( <u>Guaranteed Maximum Price</u> ) will be ( <u>increased</u> ) (decreased)<br>( <u>unchanged</u> ) by this Change Order in the amount of | \$ ( 88,598.00) |
| The new (Contract Sum) ( <u>Guaranteed Maximum Price</u> ) including this Change Order will be  | \$ 417,751.00   |

The Contract Time will be (increased) (decreased) (unchanged) by ( 0 ) days.  
 The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

|  |  |                              |
|--|--|------------------------------|
| <u>McCormack + Etten Architects, LLP</u> | <u>Scherrer Construction Co., Inc.</u> | <u>City of Lake Geneva</u>   |
| ARCHITECT                                | CONTRACTOR                             | OWNER                        |
| <u>400 Broad Street</u>                  | <u>601 Blackhawk Drive; PO Box 740</u> | <u>626 Geneva Street</u>     |
| Address                                  | Address                                | Address                      |
| <u>Lake Geneva, WI 53147</u>             | <u>Burlington, Wisconsin 53105</u>     | <u>Lake Geneva, WI 53147</u> |
| BY <u>[Signature]</u>                    | BY <u>[Signature]</u>                  | BY _____                     |
| DATE <u>12/27/10</u>                     | DATE <u>December 23, 2010</u>          | DATE _____                   |



**CAUTION: You should sign an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.**

# Scherrer Construction Company, Inc.

P.O. Box 740, Burlington, Wisconsin 53105

Telephone: (262)539-3100 Fax (262)539-3101

## PROPOSED CHANGE ORDER QUOTATION

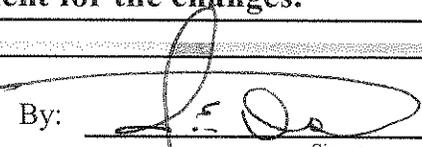
PCO # 3

|   |   |                         |
|---|---|-------------------------|
| <b>Project:</b>   | <b>City of Lake Geneva Riviera Building<br/>Remodeling</b>                  | A/E Job No. <u>1026</u> |
|   |   | Date: <u>12/30/10</u>   |
| <b>Owner:</b>   | <b>Architect:</b>   | Distribution:           |
| City of Lake Geneva<br>626 Geneva Street<br>Lake Geneva, WI 53147 | McCormack and Etten Architects<br>400 Broad Street<br>Lake Geneva, WI 53147 | Owner <u>X</u>          |
|   |   | A/E <u>X</u>            |
|   |   | Field <u>    </u>       |
|   |   | File <u>X</u>           |
|   |   | Other <u>    </u>       |
| Att: Mr. Dennis Jordan  | Att: Mr. Ken Etten  |                         |

We propose to provide for the following change(s) to our contract for the above referenced Project, with the Contract amount being adjusted by Contract Change Order by the amount(s) stated:

Per request of owner modify projection screen such that there is a 4' additional border above the screen surface. This will allow the screen to be lowered to an elevation closer to the floor.

|   |                |
|---|----------------|
| 1 Laforce Hardware proposal dated 12/29/10          | \$63.30        |
| 2 Contractor fee associated with changes @10%       | \$6.33         |
| <b>3 Total Contract Adjustment for the changes.</b> | <b>\$69.63</b> |

|  |  |  |
|--|--|--|
| <b>Submitted By:</b><br>Scherrer Construction Co., Inc.    | By: <br><small>Signature</small>  | <br><br><b>Requested Response Date</b> |
| <b>Architect Review:</b><br>McCormack and Etten Architects | By: <br><small>Signature</small> | <u>1-18-11</u><br><small>Date</small>  |
| <input checked="" type="checkbox"/> Recommend/No Exception | Comments: _____  |  |
| <input type="checkbox"/> Revise & Resubmit                 |  |  |
| <input type="checkbox"/> Rejected                          |  |  |
| <b>Owner Response:</b><br>City of Lake Geneva              | By: _____<br><small>Signature</small>  | _____<br><small>Date</small>           |
| <input type="checkbox"/> Accepted & Authorized             | Comments: _____  |  |
| <input type="checkbox"/> Revise & Resubmit                 |  |  |
| <input type="checkbox"/> Rejected                          |  |  |

Owner acceptance authorizes Contractor to proceed with change immediately and include change on future Contract Change Order.

**LAFORCE**  
Your door opening specialist  
for life safety and security

GREEN BAY  
MILWAUKEE  
MADISON  
CINCINNATI  
CHICAGO - NORTH  
CHICAGO - SOUTH  
DETROIT  
WAUSAU  
INDIANAPOLIS

## Email Transmittal

Date: December 29, 2010  
To: Greg Odden  
Company: Scherrer Direct

Total Pages: 1  
From: Mark Smits  
Phone: (920) 490-2268  
(800) 672-6795 ext. 2268  
Fax: (920) 491-2712  
E-mail: mxs@laforceinc.com

**Re: Rivera Building Restoration**

*La Force Job #: 31520*

Greg

Regarding the scheduled projection screen for Rivera Building Restoration.

**The added cost to have the screen with 48" of extra drop amounts \$60.00 tax excluded.** I have proceeded to enter a change order for the stated cost. For accounting purposes, please adjust contract purchase order with LaForce Inc.

Any questions contact me.

Mark Smits

*170L w/Tax = \$63.50*

**Greg Odden**

---

**To:** WCochart@laforceinc.com; Mike J Husting  
**Cc:** ken@mccormacketten.com  
**Subject:** RE: Riviera Building - Projection Screen Submittal

Hello Wade and Mike.

After checking into the question of the actual required length of the projection screen border we have determined that 3' of additional fabric is required to the 1' that is normally provided.

Therefore: a total of 4' of top border will be needed.

Ken- my understanding is that this will place the bottom of the screen at approximately 2' above the finish floor.

Hope this clarifies this question.

Thanks,

Greg Odden, LEED® AP  
Account Executive

Scherrer Construction Co., Inc.  
P.O. Box 740  
601 Blackhawk Dr.  
Burlington, WI 53105  
Ph: 262-767-2700  
Fx: 262-767-2701

*Since 1928 The Tradition Continues . . .*



Please consider the environment before printing this message.

---

**From:** Greg Odden  
**Sent:** Monday, December 27, 2010 2:53 PM  
**To:** WCochart@laforceinc.com  
**Subject:** FW: Riviera Building - Projection Screen Submittal

Hello Wade.

I had a question asked last week that we need to get an answer to. I sent this to Mike last week. Just found your name... SEE BELOW.

Thanks,  
Greg Odden, LEED® AP

Account Executive

Scherrer Construction Co., Inc.  
P.O. Box 740  
601 Blackhawk Dr.  
Burlington, WI 53105  
Ph: 262-767-2700  
Fx: 262-767-2701

*Since 1928 The Tradition Continues . . .*

12/29/2010

# Scherrer Construction Company, Inc.

P.O. Box 740, Burlington, Wisconsin 53105  
 Telephone: (262)539-3100 Fax (262)539-3101

## PROPOSED CHANGE ORDER QUOTATION

PCO # 4

|   |   |   |
|---|---|---|
| <b>Project:</b>   | <b>City of Lake Geneva Riviera Building<br/>Remodeling</b>                  | A/E Job No. <u>1026</u>   |
|   |   | Date: <u>12/30/10</u>   |
| <b>Owner:</b>   | <b>Architect:</b>   | <b>Distribution:</b>  |
| City of Lake Geneva<br>626 Geneva Street<br>Lake Geneva, WI 53147 | McCormack and Etten Architects<br>400 Broad Street<br>Lake Geneva, WI 53147 | Owner <u>X</u><br>A/E <u>X</u><br>Field _____<br>File <u>X</u><br>Other _____ |
| Att: Mr. Dennis Jordan  | Att: Mr. Ken Etten  |   |

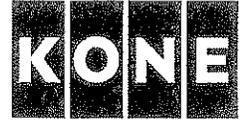
We propose to provide for the following change(s) to our contract for the above referenced Project, with the Contract amount being adjusted by Contract Change Order by the amount(s) stated:

Per request of owner submit a price to replace the present toggle switch in the elevator cab with unit which meets state elevator codes..

|   |                          |
|---|--------------------------|
| 1 Kone Inc. proposal dated 12/30/10.                | \$1,050.00               |
| 2 Contractor fee associated with changes @10%       | \$105.00                 |
| <b>3 Total Contract Adjustment for the changes.</b> | <b><u>\$1,155.00</u></b> |

|  |  |                         |
|--|--|-------------------------|
| Submitted By:<br>Scherrer Construction Co., Inc.           | By:   |                         |
|  | Signature  | Requested Response Date |
| Architect Review:<br>McCormack and Etten Architects        | By:  | <u>1.13.11</u>          |
| <input checked="" type="checkbox"/> Recommend/No Exception | Signature  | Date                    |
| <input type="checkbox"/> Revise & Resubmit                 | Comments: _____  |                         |
| <input type="checkbox"/> Rejected                          |  |                         |
| Owner Response:<br>City of Lake Geneva                     | By: _____  | Date                    |
| <input type="checkbox"/> Accepted & Authorized             | Signature  |                         |
| <input type="checkbox"/> Revise & Resubmit                 | Comments: _____  |                         |
| <input type="checkbox"/> Rejected                          |  |                         |

Owner acceptance authorizes Contractor to proceed with change immediately and include change on future Contract Change Order.



December 30, 2010

GREG ODDEN  
SCHERRER CONSTRUCTION  
601 BLACKHAWK DR  
BURLINGTON, WI

KONE Inc.  
3225 Gateway Road Suite 500  
Brookfield, WI 53045  
Tel (262) 373-0460  
Fax (262) 373-0474  
www.kone.com  
darcey.lloyd@kone.com

Subject: Proposal and Contract for Quoted Repair

Property: Riviera Building, 810 Wrigley Drive, Lake Geneva, WI

KONE Inc. (KONE) is pleased to offer you (Purchaser) this proposal and contract for the repair service described below.

The price stated in this letter is valid for a period of thirty (30) days from the date of the letter.

**1. Equipment.**

Otis Holeless Hydraulic Passenger Elevator

**2. Description of Work.** KONE will provide labor and materials to perform the following services:

KONE will replace the existing on/off toggle switch in the elevator car operating panel with a new on/off keyed door hold key switch. The new key switch will be mounted in a piece of stainless steel to cover the mounting holes of the existing toggle switch. We will also furnish 22 keys at the completion of this installation. Our price is based on combining this project with other work previously accepted.

**3. Price.** The total price for labor and parts to perform the services described will be \$1,050.00

**4. Payment Terms.** KONE will invoice Purchaser for the total price promptly after KONE completes the services described in this letter.

**5. General Terms and Conditions.** This letter and the General Terms and Conditions below form the contract between Purchaser and KONE., This contract is effective on the earlier of (a) the date KONE's authorized representative signs below; or (b) the date KONE begins its services. This contract expires automatically when KONE completes the services described in this letter.

Kind Regards,

Darcey Lloyd  
Account Representative

Accepted for KONE INC.

Accepted for PURCHASER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date of Acceptance (Effective Date)

### GENERAL TERMS AND CONDITIONS

**Hours of Service.** Unless expressly provided otherwise in the Agreement, all services will be performed during the regular working hours of the regular working days of the elevator or escalator trade in the location in which the services are performed.

**Cancellation.** Any cancellation or other termination of KONE's services under this contract constitutes a material breach. In such case, Purchaser will pay as a cancellation fee an amount equal the following percentages of the total price or not-to-exceed price: (i) 30% after the date KONE approves the contract; (i) 80% after the date KONE orders materials; and (ii) 100% after the date KONE starts work.

**Warranty.** KONE warrants the materials and workmanship of the parts delivered under this contract for a period of ninety (90) days from the date services are complete. KONE will in its sole discretion repair or replace any defective part(s) at its material cost. This warranty excludes the price of the labor associated with the repair or replacement of parts, which is the responsibility of Purchaser. KONE is not liable for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work performed by third parties, or any other cause beyond KONE's control or without its fault. This provision provides an express warranty for parts provided under this contract. All parts covered by the warranty in this contract must be provided by KONE. KONE's warranty becomes null and void when a part is supplied by a third party. Purchaser waives all claims against KONE arising from or related to a part supplied by a third party. Except for this express warranty, KONE disclaims all other warranties of any kind, whether express, implied, statutory or otherwise, to the extent that such other warranties may be disclaimed under applicable law.

Purchaser's sole remedy and KONE's sole liability for breach of warranty is repair of existing parts or delivery of conforming parts.

**Payment Terms.** Payment is due net thirty (30) days from the date of the invoice. A charge of the greater of: (i) 1½%; or (ii) the maximum rate permitted by applicable law will be applied to the unpaid balance. Purchaser will reimburse KONE for all costs of collection, including without limitation court costs and reasonable attorneys' fees. If this contract states a total price or a not-to-exceed price to be made in more than one payment, KONE is not obliged to start work until it receives Purchaser's initial payment. If Purchaser fails to make timely payment, any indemnity provided by KONE under this contract is null and void as to any damages that arise during the period of non-payment. Purchaser waives all claims against KONE arising from or related to suspension of services pursuant to this provision.

**Risk of Loss.** KONE will deliver all parts FOB Purchaser's premises and title to such parts will pass to and vest in Purchaser upon full payment of the total price. If Purchaser pays for any parts in full in advance, title to such parts will pass upon receipt of full payment in advance.

**Indemnity.** Purchaser will indemnify, defend, and hold KONE harmless from and against any and all claims, demands, actions, suits, proceedings, judgments, damages, loss, liabilities, costs, or expenses, including without limitation court costs and reasonable attorney's fees, whether arising from or related to Purchaser's, KONE's, or any third party's negligence, willful misconduct, or acts or omissions in performance of this contract.

**Waiver of Consequential Damages and Claims.** In no event will either party be liable to the other party for indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature arising from or related to performance of this contract, including without limitation loss of profits, loss or inaccuracy of data, or loss of use damages, even if the party has been advised of the possibility of such damages and even if under applicable law such damages would not be considered indirect, incidental, consequential, special, exemplary, or punitive damages. Each party hereby waives its rights to such damages to the fullest extent permitted by applicable law. Any waiver of claims, damages, or other rights, whether such rights arise under this contract or by law or in equity, purported to be made by KONE in this contract is null and void and will not be considered in interpreting this contract.

**Insurance.** Purchaser will name KONE as an additional insured on its insurance policy.

**Limitation of Liability.** KONE's total liability for any direct or indirect damages arising under this contract will not exceed the total amount paid by Purchaser to KONE under this contract.

**U.S. Government Sales.** If the product(s) or service(s) provided under this contract are for end use by a federal, state, or local government customer, KONE makes no representations, certifications, or warranties whatsoever with respect to the ability of its product(s), service(s), or price(s) to satisfy any applicable federal, state, or local statutes or regulations, including without limitation the Federal Acquisition Regulation ("FAR").

**Force Majeure.** A party is not liable for failure to perform its obligations under this contract if such failure is beyond its control and without its fault and results from Acts of God (including without limitation fire, flood, earthquake, storm, hurricane, or other natural disaster), labor disputes, strikes, lockouts, or other force majeure events. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

**Intellectual Property Rights.** KONE retains all rights, title, and interest, including all intellectual property rights, in and to the written materials it provides to Purchaser or uses to perform this contract, including without limitation shop drawings, technical documentation, and user manuals. KONE or its licensors retain all rights, title, and interest, including all intellectual property rights, in and to any software provided with equipment manufactured by KONE. Purchaser will not use such software except in connection with the use and operation of this equipment. Purchaser will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form.

**KONE Property.** KONE will provide Purchaser with any of its information or materials that it provides to its customers generally in the ordinary course of its business. Any tools, devices, or other equipment that KONE uses to perform this contract remains its sole property. If this contract terminates or expires for any reason, Purchaser will give KONE access to the premises to remove such any tools, devices, or other equipment at KONE's expense.

**Miscellaneous.** This contract is governed by the laws of the State of Illinois without regard to or application of its rules on the conflict of laws. The parties expressly exclude the application to this contract of the United Nations Convention on the International Sale of Goods. This contract supersedes all prior written or oral negotiations, commitments, agreements, and understandings between the parties relating to the subject thereof, and constitutes the entire agreement between the parties with respect to the subject matter hereof. The parties agree that any purchase order, work order, agreement, or other terms or conditions provided by Purchaser to KONE concurrent with either party signing this contract or after the effective date of this contract are null and void and will not be considered in interpreting the contract unless such terms and conditions are set forth in a writing signed by KONE and Purchaser. No amendment, modification, cancellation, or alteration of this contract is effective unless made in a writing signed by the parties' authorized representatives. The contract may be executed in multiple counterparts, each of which is an original and all of which taken together constitutes one and the same agreement. This contract may not be modified, amended, canceled, or altered by custom and usage of trade or course of dealing. Any section headings are for convenience only and will not in any way limit the scope or affect the interpretation of any provision of this contract. In the event any part of this contract is determined to be invalid or non-enforceable, the remaining part or provisions will continue in full force and effect. Failure or delay by a party to exercise any right, remedy, power, or privilege accorded by this contract does not constitute a waiver of such right, remedy, power, or privilege. A waiver is effective only if in writing and signed by the waiving party. A written waiver of default will not operate as a waiver of any other default or of the same default in the future. The terms and conditions of this contract that by their sense and context are intended to survive expiration or termination of this contract will so survive, including without limitation the making of all payments hereunder.

**LAKE GENEVA CITY COUNCIL  
CAPITAL PROJECTS RANKINGS**

| DEPARTMENT                  | ITEM              | KRAUSE | HARTZ | MOTT | TOLAR | PRIORITY CODE | AMOUNT       |
|-----------------------------|-------------------|--------|-------|------|-------|---------------|--------------|
| Fire Department             | Protective Gear   | 1      | 1     | 1    | X     | HIGH          |              |
|                             | 2011              |        |       | 1    |       |               | \$27,000.00  |
|                             | 2012              |        |       | 1    |       |               | \$27,000.00  |
|                             | 2013              |        |       | 1    |       |               | \$27,000.00  |
|                             | Aerial Truck      | 2      | 2     | 1    |       | MID           |              |
|                             | 2011              |        |       | 1    |       |               | \$800,000.00 |
|                             | 2012              |        |       | 5    |       |               |              |
|                             | 2013              |        |       | 5    |       |               |              |
|                             | Hose              | 1      | 1     | 1    | X     | HIGH          |              |
|                             | 2011              |        |       | 1    |       |               | \$4,000.00   |
|                             | 2012              |        |       | 1    |       |               | \$2,500.00   |
|                             | 2013              |        |       | 1    |       |               | \$2,500.00   |
|                             | Copy Machine      | 5      | 5     | 1    |       | LOW           |              |
|                             | 2011              |        |       | 4    |       |               | \$6,000.00   |
|                             | 2012              |        |       | 4    |       |               |              |
|                             | 2013              |        |       | 1    |       |               |              |
|                             | Radio Replacement | 1      | 1     | 1    | X     | HIGH          |              |
|                             | 2011              |        |       | 2    |       |               | \$32,500.00  |
|                             | 2012              |        |       | 2    |       |               | \$32,500.00  |
|                             | 2013              |        |       | 1    |       |               |              |
|                             | Replace Doors     | 2      | 2     | 1    | X     | HIGH          |              |
| 2011                        |                   |        |       |      |       |               |              |
| 2012                        |                   |        | 1     |      |       | \$14,000.00   |              |
| 2013                        |                   |        |       |      |       |               |              |
| Bay Floor Repair            | 2                 | 2      | 2     | X    | HIGH  |               |              |
| 2011                        |                   |        |       |      |       |               |              |
| 2012                        |                   |        |       |      |       |               |              |
| 2013                        |                   |        |       |      |       |               |              |
| Pro-Phoenix-MDTs            | 4                 | 4      | 1     | X    | MID   |               |              |
| 2011                        |                   |        | 5     |      |       | \$70,000.00   |              |
| 2012                        |                   |        | 5     |      |       |               |              |
| 2013                        |                   |        | 1     |      |       |               |              |
| Emergency Government        | Office Furniture  | 5      | 5     | 5    |       | LOW           |              |
| 2011                        |                   |        |       | 5    |       |               | \$3,000.00   |
| 2012                        |                   |        |       | 5    |       |               |              |
| 2013                        |                   |        |       | 5    |       |               |              |
| Lap Top (MDC)               | 4                 | 2      | 5     |      | LOW   |               |              |
| 2011                        |                   |        | 5     |      |       | \$4,000.00    |              |
| 2012                        |                   |        | 5     |      |       |               |              |
| 2013                        |                   |        | 5     |      |       |               |              |
| Storm Siren (Geneva Square) | 2                 | 2      | 1     | X    | HIGH  |               |              |
| 2011                        |                   |        | 1     |      |       | \$22,820.00   |              |
| 2012                        |                   |        |       |      |       |               |              |
| 2013                        |                   |        |       |      |       |               |              |
| Storm Siren (Badger)        | 2                 | 2      | 1     | X    | HIGH  |               |              |
| 2011                        |                   |        | 1     |      |       | \$22,820.00   |              |
| 2012                        |                   |        |       |      |       |               |              |
| 2013                        |                   |        |       |      |       |               |              |
| Emergency Operations Center | 5                 | 5      | 5     |      | LOW   |               |              |
| 2011                        |                   |        | 5     |      |       | \$25,000.00   |              |
| 2012                        |                   |        | 5     |      |       |               |              |
| 2013                        |                   |        | 5     |      |       |               |              |

| DEPARTMENT      | ITEM                   |      | KRAUSE | HARTZ | MOTT | TOLAR | ITEM CODE | AMOUNT                |
|-----------------|------------------------|------|--------|-------|------|-------|-----------|-----------------------|
|                 | Narrow Band - Sirens   |      | 1      | 1     | 1    | X     | HIGH      |                       |
|                 |                        | 2011 |        |       | 1    |       |           | \$30,323.00           |
|                 |                        | 2012 |        |       |      |       |           |                       |
|                 |                        | 2013 |        |       |      |       |           |                       |
|                 | Storm Siren (Edgewood) |      | 2      | 2     | 1    | X     | HIGH      |                       |
|                 |                        | 2011 |        |       | 1    |       |           | \$22,820.00           |
|                 |                        | 2012 |        |       |      |       |           |                       |
|                 |                        | 2013 |        |       |      |       |           |                       |
|                 | 2-Way                  |      | 2      | 2     | 1    |       | MID       |                       |
|                 |                        | 2011 |        |       | 2    |       |           | \$17,195.00           |
|                 |                        | 2012 |        |       | 2    |       |           |                       |
|                 |                        | 2013 |        |       | 1    |       |           |                       |
| Council Tech    | Misc. Upgrades         |      | 3      | 3     | 1    |       | MID       |                       |
|                 |                        | 2011 |        |       | 2    |       |           | \$2,268.00            |
|                 |                        | 2012 |        |       | 1    |       |           |                       |
|                 |                        | 2013 |        |       |      |       |           |                       |
|                 | Replace Hard Drive     |      | 2      | 2     | 1    |       | HIGH      |                       |
|                 |                        | 2011 |        |       | 1    |       |           | \$1,875.00            |
|                 |                        | 2012 |        |       |      |       |           |                       |
|                 |                        | 2013 |        |       |      |       |           |                       |
|                 | Computer Replacement   |      | 2      | 2     | 1    |       | HIGH      |                       |
|                 |                        | 2011 |        |       | 2    |       |           | \$6,248.00            |
|                 |                        | 2012 |        |       | 1    |       |           |                       |
|                 |                        | 2013 |        |       |      |       |           |                       |
| Municipal Court | TiPss Software         |      | 2      | 2     | 1    | X     | HIGH      |                       |
|                 |                        | 2011 |        |       | 2    |       |           | \$22,025.00           |
|                 |                        | 2012 |        |       | 1    |       |           |                       |
|                 |                        | 2013 |        |       |      |       |           |                       |
| Library         | Phone System           |      |        |       |      |       |           | <b>FOR DISCUSSION</b> |
|                 |                        | 2011 |        |       |      |       |           |                       |
|                 |                        | 2012 |        |       |      |       |           |                       |
|                 |                        | 2013 |        |       |      |       |           |                       |
|                 | Carpeting              |      | 3      | 3     | 1    |       | MID       |                       |
|                 |                        | 2011 |        |       |      |       |           |                       |
|                 |                        | 2012 |        |       |      |       |           |                       |
|                 |                        | 2013 |        |       | 1    |       |           | \$18,600.00           |
| Police          | Dictaphone             |      | 1      | 1     | 1    | X     | HIGH      |                       |
|                 |                        | 2011 |        |       | 5    |       |           | \$20,500.00           |
|                 |                        | 2012 |        |       | 5    |       |           |                       |
|                 |                        | 2013 |        |       | 1    |       |           |                       |
|                 | Repeater               |      | 1      | 1     | 1    | X     | HIGH      |                       |
|                 |                        | 2011 |        |       | 4    |       |           | \$14,000.00           |
|                 |                        | 2012 |        |       | 4    |       |           |                       |
|                 |                        | 2013 |        |       | 1    |       |           |                       |
|                 | Squad Camera System    |      | 4      | 4     | 1    | X     | MID       |                       |
|                 |                        | 2011 |        |       | 1    |       |           | \$9,000.00            |
|                 |                        | 2012 |        |       |      |       |           |                       |
|                 |                        | 2013 |        |       |      |       |           |                       |
|                 | Taser System           |      | 4      | 4     | 1    |       | LOW       |                       |
|                 |                        | 2011 |        |       | 2    |       |           | \$10,000.00           |
|                 |                        | 2012 |        |       | 1    |       |           |                       |
|                 |                        | 2013 |        |       |      |       |           |                       |

| DEPARTMENT | ITEM                          |      | KRAUSE | HARTZ | MOTT | TOLAR | ITEM CODE | AMOUNT       |
|------------|-------------------------------|------|--------|-------|------|-------|-----------|--------------|
|            | Portable Light Tower          |      | 5      | 5     | 1    |       | LOW       |              |
|            |                               | 2011 |        |       | 3    |       |           | \$7,000.00   |
|            |                               | 2012 |        |       | 1    |       |           |              |
|            |                               | 2013 |        |       |      |       |           |              |
|            | Radio Replacement System      |      | 2      | 2     | 1    | X     | HIGH      |              |
|            |                               | 2011 |        |       |      |       |           |              |
|            |                               | 2012 |        |       |      |       |           |              |
|            |                               | 2013 |        |       | 1    |       |           | \$86,000.00  |
|            | Office Furniture              |      | 3      | 3     | 1    |       | MID       |              |
|            |                               | 2011 |        |       | 1    |       |           | \$4,000.00   |
|            |                               | 2012 |        |       | 1    |       |           | \$4,000.00   |
|            |                               | 2013 |        |       | 1    |       |           | \$4,000.00   |
|            | Computers                     |      | 3      | 3     | 1    |       | MID       |              |
|            |                               | 2011 |        |       | 3    |       |           | \$7,500.00   |
|            |                               | 2012 |        |       | 2    |       |           | \$7,500.00   |
|            |                               | 2013 |        |       | 1    |       |           | \$7,500.00   |
|            | Computer Backup System        |      | 2      | 2     | 1    | X     | HIGH      |              |
|            |                               | 2011 |        |       | 1    |       |           | \$8,000.00   |
|            |                               | 2012 |        |       |      |       |           |              |
|            |                               | 2013 |        |       |      |       |           |              |
| DPW        | Storm Manhole Replacements    |      | 1      | 1     | 1    | X     | HIGH      |              |
|            |                               | 2011 |        |       | 1    |       |           | \$20,000.00  |
|            |                               | 2012 |        |       | 1    |       |           | \$20,000.00  |
|            |                               | 2013 |        |       | 1    |       |           | \$20,000.00  |
|            | Thermoplastic Lane Markings   |      | 2      | 2     | 1    | X     | HIGH      |              |
|            |                               | 2011 |        |       | 1    |       |           | \$11,000.00  |
|            |                               | 2012 |        |       | 1    |       |           | \$11,000.00  |
|            |                               | 2013 |        |       | 1    |       |           | \$11,000.00  |
|            | Alley Rehab                   |      | 2      | 2     | 1    | X     | HIGH      |              |
|            |                               | 2011 |        |       | 5    |       |           | \$15,000.00  |
|            |                               | 2012 |        |       | 1    |       |           |              |
|            |                               | 2013 |        |       | 5    |       |           | \$15,000.00  |
|            | Street Improvement Program    |      | 1      | 1     | 1    |       | HIGH      |              |
|            |                               | 2011 |        |       | 1    |       |           | \$325,000.00 |
|            |                               | 2012 |        |       | 1    |       |           | \$325,000.00 |
|            |                               | 2013 |        |       | 1    |       |           | \$325,000.00 |
|            | Curb & Gutter Replacement     |      | 1      | 1     | 1    | X     | HIGH      |              |
|            |                               | 2011 |        |       | 3    |       |           | \$25,000.00  |
|            |                               | 2012 |        |       | 5    |       |           | \$25,000.00  |
|            |                               | 2013 |        |       | 1    |       |           |              |
|            | Sidewalk Grinding             |      | 1      | 1     | 1    | X     | HIGH      |              |
|            |                               | 2011 |        |       | 1    |       |           | \$10,000.00  |
|            |                               | 2012 |        |       | 1    |       |           | \$10,000.00  |
|            |                               | 2013 |        |       | 1    |       |           | \$10,000.00  |
|            | Crackfilling                  |      | 1      | 1     | 1    | X     | HIGH      |              |
|            |                               | 2011 |        |       | 1    |       |           | \$25,000.00  |
|            |                               | 2012 |        |       | 1    |       |           | \$20,000.00  |
|            |                               | 2013 |        |       | 1    |       |           | \$20,000.00  |
|            | Tree Replacement Program      |      | 3      | 2     | 3    |       | MID       |              |
|            |                               | 2011 |        |       | 5    |       |           | \$15,000.00  |
|            |                               | 2012 |        |       | 3    |       |           | \$15,000.00  |
|            |                               | 2013 |        |       | 3    |       |           | \$15,000.00  |
|            | 1070 Carey Street Roof Repair |      | 3      | 2     | 1    | X     | HIGH      |              |
|            |                               | 2011 |        |       | 1    |       |           | \$10,000.00  |
|            |                               | 2012 |        |       |      |       |           |              |
|            |                               | 2013 |        |       |      |       |           |              |

| DEPARTMENT      | ITEM                                    |      | KRAUSE | HARTZ | MOTT | TOLAR | ITEM CODE | AMOUNT       |
|-----------------|---|------|--------|-------|------|-------|-----------|--------------|
|                 | Retrofit Program - Doors, etc.          |      | 3      | 3     | 1    | X     | MID       |              |
|                 |   | 2011 |        |       | 5    |       |           | \$5,000.00   |
|                 |   | 2012 |        |       | 1    |       |           |              |
|                 |   | 2013 |        |       |      |       |           |              |
|                 | Street Department Parking Lot Paving    |      | 4      | 3     | 4    | X     | MID       |              |
|                 |   | 2011 |        |       | 5    |       |           | \$25,000.00  |
|                 |   | 2012 |        |       | 5    |       |           |              |
|                 |   | 2013 |        |       | 4    |       |           |              |
|                 | NIMS compliant radio replacement        |      | 1      | 1     | 1    |       | HIGH      |              |
|                 |   | 2011 |        |       | 1    |       |           | \$3,000.00   |
|                 |   | 2012 |        |       |      |       |           |              |
|                 |   | 2013 |        |       |      |       |           |              |
|                 | Mower 16' - City golf course land       |      | 4      | 3     | ?    |       | LOW       |              |
|                 |   | 2011 |        |       |      |       |           | \$20,000.00  |
|                 |   | 2012 |        |       |      |       |           |              |
|                 |   | 2013 |        |       |      |       |           |              |
|                 | Trash receptacles                       |      | 3      | 3     | 1    |       | MID       |              |
|                 |   | 2011 |        |       | 1    |       |           | \$2,000.00   |
|                 |   | 2012 |        |       |      |       |           |              |
|                 |   | 2013 |        |       |      |       |           |              |
|                 | Dunn Field Surface Stormwater repair    |      | 5      | 5     | 1    |       | LOW       |              |
|                 |   | 2011 |        |       | 1    |       |           | \$6,000.00   |
|                 |   | 2012 |        |       |      |       |           |              |
|                 |   | 2013 |        |       |      |       |           |              |
|                 | Playground equipment repair/replacement |      | 3      | 3     | 1    |       | MID       |              |
|                 |   | 2011 |        |       | 1    |       |           | \$3,000.00   |
|                 |   | 2012 |        |       |      |       |           |              |
|                 |   | 2013 |        |       |      |       |           |              |
| DPW (continued) | Veterans Park water faucets             |      | 3      | 4     | 1    |       | MID       |              |
|                 |   | 2011 |        |       | 1    |       |           | \$8,000.00   |
|                 |   | 2012 |        |       |      |       |           |              |
|                 |   | 2013 |        |       |      |       |           |              |
|                 | Veterans Park volleyball courts         |      | 5      | 5     | 1    |       | LOW       |              |
|                 |   | 2011 |        |       | 2    |       |           | \$8,000.00   |
|                 |   | 2012 |        |       | 1    |       |           |              |
|                 |   | 2013 |        |       |      |       |           |              |
|                 | Park Mower                              |      | 3      | 3     | 1    |       | MID       |              |
|                 |   | 2011 |        |       | 1    |       |           | \$15,000.00  |
|                 |   | 2012 |        |       |      |       |           |              |
|                 |   | 2013 |        |       |      |       |           |              |
|                 | 5-Yd Truck w/plow (2011)                |      | 2      | 2     | 1    | X     | HIGH      |              |
|                 |   | 2011 |        |       | 4    |       |           | \$145,000.00 |
|                 |   | 2012 |        |       | 1    |       |           |              |
|                 |   | 2013 |        |       |      |       |           |              |
|                 | 3/4-Ton Truck w/plow (2012)             |      | 2      | 2     | 1    | X     | HIGH      |              |
|                 |   | 2011 |        |       |      |       |           |              |
|                 |   | 2012 |        |       | 4    |       |           | \$30,000.00  |
|                 |   | 2013 |        |       | 1    |       |           |              |
|                 | 1-Ton Truck w/plow (2012)               |      | 2      | 2     | 1    |       | MID       |              |
|                 |   | 2011 |        |       |      |       |           |              |
|                 |   | 2012 |        |       | 1    |       |           | \$35,000.00  |
|                 |   | 2013 |        |       |      |       |           |              |
|                 | 1-Ton Truck (2013)                      |      | 2      | 2     | 1    |       | MID       |              |
|                 |   | 2011 |        |       |      |       |           |              |
|                 |   | 2012 |        |       |      |       |           |              |
|                 |   | 2013 |        |       | 1    |       |           | \$40,000.00  |



**CITY PLAN COMMISSION  
MONDAY, JANUARY 17, 2011 - 6:30 PM  
COUNCIL CHAMBERS, CITY HALL**

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

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

Hartz/Skates motion to approve minutes of December 20th, 2010 Plan Commission meeting. Motion 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 five (5) minutes. Applicants will be allowed when their item is discussed.**

None.

**Correspondence.**

A letter was received from David Frost on behalf of the Manor's Architectural Review Committee asking for the Michael Raymond Custom Home project to be tabled to the next meeting due to not enough time to review the latest set of plans.

A letter was received from Barb and Joe Spiegelhoff in opposition to the Conditional Use Application for a electronic message center sign at 797 Wells Street.

A letter was received from Don and Jackie Getzen asking for the Michael Raymond Custom Homes project to be continued to the next Plan Commission meeting.

A letter was received from Ed Schwinn of the Cheese Box in opposition to the electrical message sign being proposed at 797 Wells Street.

(All pieces of correspondence will be on file in the Clerk's office)

**Continued Public Hearing on a Conditional Use Application filed by Michael Raymond Custom Homes, 2000 W. Main Street E., St. Charles, IL 60174 for construction of a new single-family residence in the ER-1 District using the setback requirements of the SR-4 District at 1641 N. Lake Shore Drive, Lake Geneva, WI 53147 Tax Key Number ZLM 00019.**

David Frost 1556 Orchard Lane. Approached the podium and explained that only one other person on the Board and no one else on the Architectural Review Committee has had a chance to look at the plans.

Jean Hefferman, lives next to house that is being proposed and encourages the commission to postpone their decision until next month.

Ray Shaffer from Michael Raymond Custom Homes approached the podium to be able to answer any questions that there may be regarding this project.

Commissioner Flower asked how the neighbor will be accommodated since it is a shared driveway. Mr. Shaffer doesn't believe that anything shared is a good real-estate option. He proposes to re-evaluate this option and provide more green space and look at how they can provide the neighbor with the kinds of access she is interested in having. Commissioner Flower asks how the neighbor's garage is accessed. Mr. Shaffer explained that it is accessed off of Lake Shore Drive from the South. Ms. Hefferman explained

again that she would like this postponed as she has an easement for this shared driveway. Mayor Connors asks about the cantilevers and setbacks. Mr. Shaffer states that everything will fall within the setbacks and there will be no cantilevers. Commissioner Flower suggests that the grading and contours of the land be looked at as to not direct excess water to the proposed green space near the current driveway and to redirect it toward Lake Shore Drive. Hartz/Skates motion to continue the public hearing to the February 21st Plan Commission meeting. Motion carried.

**Public Hearing on a Conditional Use Application filed by Benny Singh, 1840 Prestwick Drive, Lake Geneva, WI 53147 to allow for a sign with electrical message center at 797 Wells Street, Tax Key Number ZOP 00399.** Bobby Singh approached the podium and explained the project, specifically that the sign will be similar to the Culver's sign but smaller. Brugger stated that the applicant has been informed of the timing of the sign changes. Hartz asks what kind of message the applicant is looking to display. Ms. Singh stated the prices and any specials/specialties that will be offered. Mayor Connors asks if it will be one line or two lines. Ms. Singh stated that both are available. Commissioner Poetzinger asked if they have a manufacturer in mind. Ms. Singh stated that Signtronics is going to custom make the sign due to the size of the gable. Commissioner Flower asked if there are residential units across the street from the shop. Brugger stated that there is a paint shop across the street and a commercially zoned duplex and single family next to it. they are not considered residential. Mayor Connors asks what hours the sign is proposed to be operated. Ms. Singh stated from 9am - 9pm the same as the shop is open.

Cheryl Ryan 795 Curtis Street approached the podium and explained that she is not in favor of the application. Brugger wanted to reiterate that the sign will not be flashing. Flower/Poetzinger motion to close the public hearing. Motion carried. Flower/Poetzinger motion to deny the Conditional Use Application filed by Benny Singh, 1840 Prestwick Drive, Lake Geneva, WI 53147 to allow for a sign with electrical message center at 797 Wells Street, Tax Key Number ZOP 00399. Flower explains that she doesn't believe that it meets the character of the neighborhood and adjacent properties. Brugger states that if they cannot put up the electronic sign that the Commission understands that the applicants could put up a backlit change copy message center it could be up to three times the size of the proposed sign and it may not look so well. The changeable copy could blow away and look quite tacky. Mayor Connors stated that he is in favor of the sign. Though it may not be ideal, it would look clean, be third of the size and the City could control the hours. He doesn't see that this would be that detrimental to the neighborhood. Flower stated that she doesn't think that this is the way the City should go. Motion fails by vote of 2-3.

Hartz/Skates motion to approve the Conditional Use Application filed by Benny Singh, 1840 Prestwick Drive, Lake Geneva, WI 53147 to allow for a sign with electrical message center at 797 Wells Street, Tax Key Number ZOP 00399 with staff recommendations and that the sign can only be illuminated from 9am-9pm and be maximum size of 7' x 2' in size as designated on application. Discussion followed. Flower asked if the sign can have framing around it as a condition. Brugger stated yes. Hartz/Skates motion to withdraw the motion. Motion carried. Hartz/Flower motion to continue with this item to the next plan commission meeting to review an architectural rendering of framework around the electronic message sign. Motion carried.

**Public Hearing on a Conditional Use Application filed by Lowell Management Services, Inc., PO Box 926, Lake Geneva, WI 53147 on behalf of John Salyer, 1695 Braymore Drive, Barrington, IL 60010, for an alteration to an existing deck with the addition of a screen house to an existing single family residence in the ER-1 District using the setback requirements of the SR-4 District and also for Lawn care located in the Lakeshore Overlay District at 845 Bayview Drive, Tax Key Number ZGB 00006.** Todd Kaufmann approached the podium to explain the project as proposed. The existing deck is an odd shaped/angle and the applicant is requesting to re-shape the deck and square it off. It will make the deck more useable for the main floor and to create a passive screened porch area below that deck area. The existing deck and the new deck are over the 100' setback on the lakeside. The brick patio underneath the deck will stay and the existing fire pit will be moved out from the screened in area. There is approximately a total of 192 square feet that will be over the setback. A natural landscape area along the lakeshore of 192 square feet minimum to compensate for the area that they are requesting over the setback. He also handed out a survey that included the neighboring property. The existing house is staying as it is, the only change will occur to the deck. The existing deck to the north side will be left as is. Mr. Kaufmann once again explains that the reason for the change of the deck is the strange shape and is

not very functional. The railing blocks a lot of the view. They would like to have more usable space. Flower asked why they didn't stay within the setback with the new deck. Kaufmann stated that the deck depth was 9'8" and if they stayed within the 100' setback, including taking away space for the railing would leave nine feet of barely usable space. They would like to use a bit more space. Discussion followed regarding the difference between the existing deck space from the lake in comparison to the proposed deck. Hartz asked if with the building of the new deck, they would be cutting down any trees. Mr. Kaufmann stated no. Hartz also asked if any additional Lakeshore Landscaping will be done. Mr. Kaufmann stated that there is natural landscape area between the existing pavers and the retaining wall just up at the deck. Other than on the site plan, that is the only place he is showing the lakeshore landscape area. Mayor Connors reiterated that by squaring off the deck, they will be encroaching about six feet into the lakeshore setback. Mr. Kaufmann stated yes. Flower asked how much space would be allowed for the stairs to the Jacuzzi if they kept within the setback. There are existing stairs now and to stay within the setback would not even allow a full three feet for access. Mayor Connors explained that the addition would be far less intrusive than the existing.

Bob Larson, 905 Bayview Drive approached the podium and explained that he is the neighbor next door. He wanted to voice his objection to this plan. He asks for the Commission to not approve this plan. He handed out photographs of the views from his house looking toward the City thru the neighbor's yard showing how the new deck would affect his view. Flower/Hartz motion to close the public hearing. Motion carries. Flower/Hartz motion to deny the Conditional Use Application filed by Lowell Management Services, Inc., PO Box 926, Lake Geneva, WI 53147 on behalf of John Salyer, 1695 Braymore Drive, Barrington, IL 60010, for an alteration to an existing deck with the addition of a screen house to an existing single family residence in the ER-1 District using the setback requirements of the SR-4 District and also for Lawn care located in the Lakeshore Overlay District at 845 Bayview Drive, Tax Key Number ZGB 00006. Flower explains that she believes that they can keep within the lakeshore setbacks. She asks what is allowed in the lakeshore setback area. Brugger stated a number of things including decks. He explains that he and City Planner Slavney have been working to try and clarify this lakeshore overlay ordinance section. Discussion followed. Mayor Connors asked a hypothetical question of if they would take the southeast corner and bring that to where the 100' setback line is and run that over at an angle to the existing deck would they have to come back before the Commission for approval. Brugger stated that would have no impact on the lakeshore overlay but it would still need a Conditional Use as it relates to the side setback which is also part of this current application. Hartz/Flower motion to suspend Scott Lowell to speak at the podium on behalf firm representing the applicant stating that he believes the neighbor offered a legitimate argument and that he suggest the applicant and the neighbor get together and speak. Flower/Hartz motion to withdraw the motion. Flower/Hartz motion to reopen the public hearing and continue it at the February 21st meeting for the Conditional Use Application filed by Lowell Management Services, Inc., PO Box 926, Lake Geneva, WI 53147 on behalf of John Salyer, 1695 Braymore Drive, Barrington, IL 60010, for an alteration to an existing deck with the addition of a screen house to an existing single family residence in the ER-1 District using the setback requirements of the SR-4 District and also for Lawn care located in the Lakeshore Overlay District at 845 Bayview Drive, Tax Key Number ZGB 00006. Motion carried.

**Public Hearing on a Zoning Map Amendments filed by the City of Lake Geneva to assign standard zoning district designations on expired Planned Developments for the following locations: ZA3650 00001, Wells Street, from Planned Development (PD) to Planned Business (PB) ; ZSUM 00001 and ZSUM 00002, Summerhaven, from Planned Development (PD) to Two Family Residential (TR-6); ZYUP 00046A, Conant Woods, from Planned Development (PD) to Single Family Residential (SR-4); and ZGM 00012, Geneva Meadows - Wells Street and Bloomfield Road; all in the City of Lake Geneva.** Brugger explains that the ordinance states those portions of a General Development Plan (GDP) that are not fully developed within 5 years, the development rights expire and the property should be zoned in a standard zoning category unless the applicant requests an extension; which none of these have (or if they have has been denied). The Geneva Meadows parcel was mid-identified in the public notice and will be re-noticed for next months meeting. The remaining parcels have a zoning designated for it that is reflected in the Comprehensive Plan. No comments from the public were made. Flower/Skates motion to close the public hearing. Motion carried. Hartz/Flower motion to approve to assign standard zoning district designations on expired Planned Developments for the following locations: ZA3650 00001, Wells Street, from Planned Development (PD) to Planned Business (PB); ZSUM 00001 and ZSUM 00002, Summerhaven, from Planned Development (PD) to Two Family Residential (TR-6) and ZYUP 00046A, Conant Woods, from Planned Development (PD) to Single Family Residential (SR-4); all in the City of

Lake Geneva. Brugger stated that he feels the suggested Comprehensive Plan recommendations go well with the neighborhoods that they are around. Hartz asked what the developers would have to do with these parcels if they wanted to develop it further. Brugger stated they would have to re-file for their plan. Discussion followed about what is able to be done on parcels that have had some development (but have not finished), regarding pieces of improvements (asphalt shavings) and what to do with those pieces. Brugger stated he is working on this issue with Staff. Motion carried.

**Review and Recommendation on an application for a Lot Line Adjustment submitted by Michael Komoll, 3420 Richnee Lane, Rolling Meadows, IL 60008 for land located in the Town of Linn, located within the city's Extra-Territorial Platting jurisdiction.** Attorney Jim Howe approached the podium and explained how the applicant wants to take his two lots and make them into one lot. He explained the logistics behind the need for recommendation from the Plan Commission. The Town of Linn has already approved this plat. Flower asked if the adjacent parcels are similar in size. Howe stated that he did not know. Hartz/Skates motion to recommend the application for a Lot Line Adjustment submitted by Michael Komoll, 3420 Richnee Lane, Rolling Meadows, IL 60008 for land located in the Town of Linn, located within the city's Extra-Territorial Platting jurisdiction. Motion carried.

**Review and Recommendation on an application for a Lot Line Adjustment submitted by SANSNOM, LLC, a Delaware limited liability company, 401 N. Michigan Avenue, Ste. 3200, Chicago, IL 60611-4163 for land located in the Town of Linn, located within the city's Extra-Territorial Platting jurisdiction.** Attorney Jim Howe approached the podium and explained the project proposal. Town of Linn has already approved this as well. Flower asked why there will be two homes on one lot. Mr. Howe explained that they will be applying for a Conditional Use form the Town to allow this to occur. The ownership will not change and they have no desire to have separate lots. Discussion followed. A letter was received from the Department of Administration and there were a couple of items that needed to be corrected. Attorney Howe handed out revised plats. Hartz/Flower motion to recommend an application for a Lot Line Adjustment submitted by SANSNOM, LLC, a Delaware limited liability company, 401 N. Michigan Avenue, Ste. 3200, Chicago, IL 60611-4163 for land located in the Town of Linn, located within the city's Extra-Territorial Platting jurisdiction subject to approval by the Department of Administration. Motion carried.

**Request to set public hearing for a zoning map amendment on an expired Planned Developments located at 95 E. Main Street (Hillmoor) ZOP 00001, ZYUP 00001A, ZYUP 00001C, ZYUP 00131 and ZYUP 00153.** This is due to expire mid/late March. The bulk is designated to be Rural Holding. The lower Water Street and Crawford Street area is designated to be SR-4. Brugger will follow along with what the Comprehensive Plan will designate. Hartz/Skates motion to set February 21st 2011 Plan Commission meeting for the public hearing on this matter. Motion carried.

**Site Plan Review Application submitted by Stevenson's Trendsetter's, PO Box 893, Delavan, WI 53115 on behalf of Yong Zhong Liong, 700 Southwind Drive #102, Lake Geneva, WI 53147 for a screen porch addition for seasonal dining located over an existing open patio area at Happy Restaurant (formerly Hong Kong Restaurant) 526 Wells Street, Lake Geneva, WI 53147.** Brugger explained the project on behalf of the agent for the applicant who was not able to be here tonight. Brugger explains that there is about 30 parking spaces which are adequate for the restaurant and the miniature golf course that is on site. The existing landscape that is shown is more than adequate. Flower asks what kind of architecture standards can be placed on the property. Brugger read through some of the fact finding that could relate to architectural review. Discussion followed on construction materials. Hartz/Skates motion to approve the Site Plan Review Application submitted by Stevenson's Trendsetter's, PO Box 893, Delavan, WI 53115 on behalf of Yong Zhong Liong, 700 Southwind Drive #102, Lake Geneva, WI 53147 for a screen porch addition for seasonal dining located over an existing

open patio area at Happy Restaurant (formerly Hong Kong Restaurant) 526 Wells Street, Lake Geneva, WI 53147 including all Staff recommendations. Motion carried.

**Downtown Design Review**

None.

Skates/Flower motion to adjourn at 8:13 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: January 17, 2011

|                |
|----------------|
| Agenda Item #6 |
|----------------|

Applicant:

Michael Raymond Custom Homes  
2000 W. Main Street E.  
St. Charles, IL 60174

Request:

Conditional Use for Construction of a new single-family residence in the ER-1 district using setback requirements of the SR-4 District at 1641 N. Lake Shore Drive.

Description: The applicant would like to raze the existing single family dwelling and construct a new dwelling utilizing the setback requirements of the SR-4 District.

Staff Recommendation: Staff review of the submitted site plan finds it is in compliance with ordinance requirements with one exception. The plan indicates cantilever projections into the required side yard setback. These cantilevers need to be pulled back out of the setback area. With that condition, staff has no objection to approval.

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:

Benny Singh  
1840 Prestwick Drive  
Lake Geneva, WI 53147

Request:

Conditional Use Application to allow for a sign with  
electrical message center at 797 Wells Street.

Description: The applicants would like to install an electronic message center sign.

Staff Recommendation: Staff has no objection as the applicant is aware of the limitation that the sign message cannot change more than once every 60 seconds.

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:

Lowell Management Services / John Salver  
PO Box 926/ 1695 Braymore Drive  
Lake Geneva, WI 53147 / Barrington, IL 60010

Request:

Conditional Use for an alteration to an existing deck  
with the addition of a screen house to an existing single  
family residence in the ER-1 District using setback  
Requirements of the SR-4 District and also for Lawn Care  
Located in the Lakeshore Overlay District at 1845  
Bayview Dr.

Description: The applicant would like to be able to modify their existing passive recreation area to alter an existing deck and to screen in an area under the deck. All modifications are above an existing brick patio.

Staff Recommendation: Staff has no objection to the request as the proposed modifications do not expand the existing passive recreation area disturbance within the Lakeshore Overlay district. The applicant has also proposed to restore some of the existing passive recreation area consisting of lawn grass with natural landscaping. As the specific planting have not yet been determined staff would request a condition on any approval that the plant list be submitted to staff for approval prior to installation.

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:

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

Request:

Zoning map amendments on expired Planned  
Developments in the City specifically ZA3650 00001,  
ZSUM 00001 and ZSUM 00002, ZYUP 00046A and  
ZGM 00012.

Description: The Planned Development General Development Plan approvals on these parcels have expired and the undeveloped parcels need standard zoning.

Staff Recommendation: Staff would recommend approval as the proposed zoning designations are consistent with the recommendations in the Comprehensive Plan. However, staff found there was some inaccurate information in the notice for the Geneva Meadows parcel (ZA1784 00001 not ZGM 00012) so staff would request the hearing for that parcel be continued to February to allow for publication of corrected notices.

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

1. The proposed Official Zoning Map amendment further the purposes of this Chapter as outlined in Section 98-005 and the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency.
2. The proposed amendment to the Official Zoning Map maintains the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property.
3. The undeveloped portion of the expired Planned Development General Development Plan needs to be assigned a standard zoning designation.
4. The proposed amendment to the Official Zoning Map is consistent with the recommendations in the Comprehensive Plan.

Agenda Item #10

Applicant:

Michael Komoll  
3420 Richness Lane  
Rolling Meadows, IL 60008

Request:

Review and Recommendation for lot line adjustment  
located within the city's ETP jurisdiction.

Description: The applicant would like to combine two parcels into a single parcel.

Staff Recommendation: Staff would recommend approval of the CSM as no new lots will be created.

Agenda Item #11

Applicant:

SANSNOM, LLC a Delaware limited liability company  
401 N. Michigan Ave. Ste. 3200  
Chicago, IL WI 53147

Request:

Review and Recommendation for lot line adjustment  
located within the city's ETP jurisdiction.

Description: The applicant would like to combine two parcels into a single parcel.

Staff Recommendation: Staff would recommend approval of the CSM as no new lots will be created.

Agenda Item #12

Applicant:

City of Lake Geneva  
626 Geneva St.  
Lake Geneva, WI 53147

Request:

Request to set public hearing for zoning map amendments  
on an expired Planned Development located at 95  
E. Main Street (Hillmoor) ZOP 00001, ZYUP 00001A,  
ZYUP 00001C, ZYUP 00131, and ZYUP 00153.

Description: The Planned Development General Development Plan approvals on these parcels will expire in March and the undeveloped parcels need standard zoning.

Staff Recommendation: Staff would recommend zoning in accordance with the recommendations in the Comprehensive Plan (Rural Holding (RH) or Single Family Residence 4 (SR-4). Staff would request permission to set public hearings in February for these zoning map amendments.

Agenda Item #13

Applicant:

Stevensons Trendsetters  
PO Box 893  
Delavan, WI 53115

Request:

Site Plan Review for an addition of a screen porch for seasonal dining on an existing open patio area at 526 Wells Street (former Hong Kong Restaurant now Happy Restaurant).

Description: The applicant would like to screen in their existing outdoor dining area.

Staff Recommendation: Staff has no objection to approval as the submitted site plan is in compliance with the requirements of the Planned Business district.

If the Commission wishes to approve, then the appropriate fact finding would be:

1. All standards of the Zoning Ordinance and other applicable City, State and Federal regulations are met;
2. The public health and safety is not endangered;
3. Adequate public facilities and utilities are provided;
4. Adequate control of storm water and erosion are provided and the disruption of existing topography, drainage patterns and vegetative cover is maintained insofar as is practical;
5. Appropriate traffic control and parking are provided;
6. Appropriate landscaping and open space areas are provided;
7. The appearance of structures maintains a consistency of design, materials, colors, and arrangement with nearby properties of similar use which comply with the general architectural guidelines provided in subsections i. through v., below:
  - i. Exterior construction materials shall be consistent with Sec.98-718;
  - ii. Exterior building design or appearance shall not be of such unorthodox or abnormal character in relation to its surroundings as to be unsightly or offensive to generally accepted taste and community standards;
  - iii. Exterior building design or appearance shall not be so identical with nearby buildings so as to create excessive monotony or drabness. A minimum of five basic home styles shall be provided in each residential subdivision;
  - iv. Exterior building design or appearance shall not be constructed or faced with exterior material which is aesthetically incompatible with other nearby buildings or

- which presents an unattractive appearance to the public and from surrounding properties; and
- v. Exterior building, sign, and lighting design or appearance shall not be sited on the property in a manner which would unnecessarily destroy or substantially damage the natural beauty of the area.

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



---

Zoning Administrator

## ORDINANCE NO. 11-05

### AN ORDINANCE TO AMEND THE ZONING MAP OF THE CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN

**WHEREAS**, by recommendation of the Plan Commission a Zoning Map Amendment is made with the City of Lake Geneva, Walworth County, Wisconsin (the "City"), to assign standard zoning district designations on certain expired Planned Developments, all being situated entirely within the corporate boundaries of the City; and

**WHEREAS**, the City Plan Commission has convened a public hearing on the matter of the proposed Zoning Map Amendments, on January 17, 2011; and

**WHEREAS**, the City Plan Commission has recommended approval of the proposed Zoning Map Amendments;

**NOW, THEREFORE**, the Common Council of the City of Lake Geneva, Walworth County, Wisconsin, does ordain as follows:

1. Pursuant to the provisions of Section 98-903 of the City Zoning Ordinance, the zoning classifications of the below-described properties are changed as follows:

**Tax Key ZA3650 00001, Wells Street, from Planned Development (PD) to Planned Business (PB);**

**Tax Key ZSUM 00001 and ZSUM 00002, Summerhaven, from Planned Development (PD) to Two Family Residential (TR-6);**

**Tax Key ZYUP 00046A, Conant Woods, from Planned Development (PD) to Single Family Residential (SR-4)**

2. The zoning map of the City of Lake Geneva, Walworth County, Wisconsin shall be amended in accordance with the above classification of properties.

3. This Ordinance shall take effect upon passage and publication as provided by law.

4. Adopted, passed and approved by the Common Council of the City of Lake Geneva, Walworth County, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

ATTEST:

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

\_\_\_\_\_  
Jeremy A. Reale, City Clerk

First Reading: 1/24/11  
Second Reading:  
Adopted:  
Published:

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

ATTORNEYS AT LAW

354 Seymour Court • Elkhorn, WI 53121

Telephone: 262-723-3220 • Facsimile: 262-723-5121 • [www.godfreylaw.com](http://www.godfreylaw.com)

ROBERT C. LEIBSLE  
LISLE W. BLACKBOURN  
KIM A. HOWARTH  
THEODORE N. JOHNSON

(ALFRED L. GODFREY 1888-1970)  
(THOS. G. GODFREY 1921-1996)

*Providing Quality Legal Service Since 1922*

Writer's Direct Line: 262-741-1521  
Writer's Email: [rlleibsle@godfreylaw.com](mailto:rlleibsle@godfreylaw.com)

December 20, 2010

VIA HAND DELIVERY

Mr. Barney Brugger  
Building Inspector/Zoning Administrator  
City of Lake Geneva  
626 Geneva Street  
P.O. Box 340  
Lake Geneva, WI 53147



**Re: Tax Parcel Nos.: IBB 00001E and I L 300006B  
Certified Survey Map/Lot Line Adjustment  
Extraterritorial Plat Review**

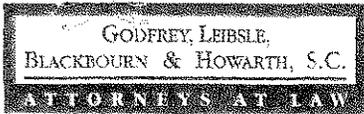
Dear Barney:

I write on behalf of my client, Michael S. Komoll, as Trustee of the Michael S. Komoll Declaration of Trust Dated June 20, 2007.

Enclosed are the following documents:

1. Five (5) copies of the Application for Land Division Review for Extra-Territorial Plat Jurisdiction with Plat Review Application, Certified Survey Map/Lot Line Adjustment Application and Department of Administration Request for Land Subdivision Plat Review; and
2. The original signed Agreement of Services.

Please review and advise if the documents are satisfactory. If so, we will delivery twenty (20) additional sets. We request that the matter be put on the City Staff agenda for Monday, December 20, 2010 (1:30 p.m.), the January 17, 2011, Plan Commission meeting (6:30 p.m.), and the January 24, 2011, Common Council meeting (7:00 p.m.).



Mr. Barney Brugger  
December 20, 2010  
Page 2

If you have any questions or comments, please contact me.

Very truly yours,

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

By:

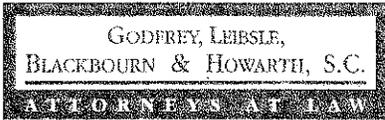


Robert C. Leibsle

RCL:dls

Enclosures

cc: Mr. Michael S. Komoll (*w/enclosures; via U.S. mail*)  
Mr. John P. Krott (*w/o enclosures; via U.S. mail*)



354 Seymour Court • Elkhorn, WI 53121

Telephone: 262-723-3220 • Facsimile: 262-723-5121 • [www.godfreylaw.com](http://www.godfreylaw.com)

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December 20, 2010

VIA HAND DELIVERY

Mr. Barney Brugger  
Building Inspector/Zoning Administrator  
City of Lake Geneva  
626 Geneva Street  
P.O. Box 340  
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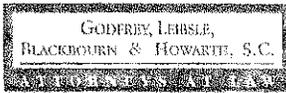
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Mr. Barney Brugger  
December 20, 2010  
Page 2

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Very truly yours,

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

By:   
Robert C. Leibsle

RCL:dls

Enclosures

cc: Mr. Michael S. Komoll (*w/enclosures; via U.S. mail*)  
Mr. John P. Krott (*w/o enclosures; via U.S. mail*)

City of Lake Geneva

APPLICATION FOR LAND DIVISION REVIEW

CERTIFIED SURVEY MAP or  SUBDIVISION PLAT

NAME AND ADDRESS OF CURRENT OWNER:

Michael S. Komoll as Trustee of the Michael S. Komoll  
Declaration of Trust Dated June 20, 2007  
3420 Richnee Lane, Rolling Meadows, IL 60008  
TELEPHONE NUMBER OF CURRENT OWNER: 312-822-2816

NAME AND ADDRESS OF APPLICANT:

Same as Owner  
TELEPHONE NUMBER OF APPLICANT: Same as Owner.

NAME AND ADDRESS OF SURVEYOR:

Mr. John P. Krott  
Krott Surveying, Inc.  
N3705 Willow Bend Lane, Lake Geneva, WI 53147  
TELEPHONE NUMBER OF SURVEYOR: 262-248-3697

SHORT STATEMENT DESCRIBING PURPOSE OF APPLICATION: This Certified  
Survey Map has been prepared to complete a Lot Line  
Adjustment between Tax Parcel IBE 00001E and Tax Parcel  
I L 300006B. No new lots are being created and the  
resulting parcels are not reduced below the minimum  
sizes required.

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 UNLESS THE CITY DETERMINES THAT A LAND DIVISION CONSTITUTES INFILL DEVELOPMENT.

By: Godfrey, Leibsle, Blackburn & Howarth, S.C.



By: \_\_\_\_\_

Robert C. Leibsle, Attorney-in-Fact

December 17, 2010

Date

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:

Godfrey, Leibsle, Blackburn & Howarth, S.C., attorneys-in-fact for applicant/petitioner:

Name: Michael S. Komoll, as Trustee of the Michael S. Komoll Declaration of Trust Dated June 20, 2007

Address: 3420 Richnee Lane  
Rolling Meadows, IL 60008

Phone: 312-822-2816

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 17th day of December, 2010.

Michael S. Komoll, as Trustee of the Michael S. Komoll Declaration of Trust Dated June 20, 2007

By: Godfrey, Leibsle, Blackburn & Howarth, S.C.

By:   
Robert C. Leibsle, Attorney-in-Fact for Applicant/Petitioner

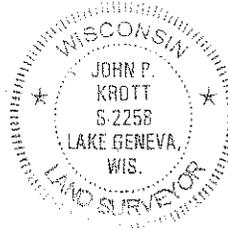
**Plat Review Application**

Walworth County Land Use and Resource Management Department  
100 W. Walworth St. P.O. Box 1001  
Elkhorn, WI 53121  
Tel: (262) 741-4972 Fax: (262) 741-4974

Surveyor, Company, & Shipping Address

Surveyor's Seal

KROTT SURVEYING, INC.  
N3705 Willow Bend Lane  
Lake Geneva, WI 53147



Phone# 262-248-3697 Fax# 262-247-0639

John P. Krott 10-20-2010  
Surveyor's Signature Date

SUBMIT TO WALWORTH COUNTY CLERK'S OFFICE - MAKE CHECKS PAYABLE TO "WALWORTH COUNTY"

Subdivider's Name: Michael Komoll Trust

and address: 3420 Richnee Ln. Rolling Meadows IL 60008

The following approvals and plat data must be submitted with the plat/csm and application. Please check box:

- A pre-application meeting with the Walworth County Land Use and Resource Management Department is required prior to the submittal of a preliminary subdivision plat or a condominium plat of 5 or more lots or units. Certified survey maps do not require a pre-application meeting.\*
- The required zoning is in place.
- Any required conditional use approvals have been issued.
- All wetland delineations/DNR concurrence are complete. (See sec. 5.2 Walworth County Subdivision Ordinance).
- All required Town and/or other municipal decisions, ie. Extraterritorial plat review, recommendations or letters of non-objection must be submitted.
- Access approval letter(s) from the controlling highway jurisdiction(s).
- Soil tests for private sewage systems. (See secs. 3.2(2), 5.2, 6.2(8), 7.2(9) Walworth County Subdivision Ordinance)
- The Department of Administration review and approval of CSM.
- A preliminary stormwater review letter from the Walworth County Land Conservation Division is required if the proposed land division will result in one of the following conditions:
  - Land disturbance activities covering more than one acre.
  - Construction of a new public road or private road that serves five or more residences.
  - The addition of one-half (1/2) acre of impervious surface on the site.

\* This requirement will be considered satisfied if a pre-application meeting has already been conducted during the rezone or conditional use phase of the project. A separate fee of \$1,000 is required for the pre-application meeting

The County shall reject all plat and plat applications submitted without the approvals and plat data listed above.

## Fee Schedule

I hereby certify that, as the Wisconsin Registered Land Surveyor responsible for the preparation of this plat, the following fees apply for the plat being presented for review.

### Certified Survey Map

Original Certified Survey Map and six (6) copies are **REQUIRED**

(Complete all that apply)

|  |          |
|--|----------|
| <input checked="" type="checkbox"/> One (1) Lot or Outlot Plat.....                                  | \$375.00 |
| <input type="checkbox"/> Two (2) Lot(s) and/or Outlot(s).....  | \$425.00 |
| <input type="checkbox"/> Three (3) Lot(s) and/or Outlot(s).....                                      | \$475.00 |
| <input type="checkbox"/> Four (4) Lot(s) and/or Outlot(s).....                                       | \$525.00 |
| <input type="checkbox"/> Re-application Fee.....   | \$200.00 |
| <input type="checkbox"/> Access approval letter (If required)  |          |
| <input type="checkbox"/> Copies of Soils Tests recorded with the Sanitation Department (If required) |          |

### Preliminary Subdivision Plat

Twenty (20) copies of the preliminary plat are **REQUIRED**

(Complete all that apply)

|  |  |
|--|--|
| <input type="checkbox"/> Preliminary Subdivision Plat Fee.....                                       | \$500.00                                     |
| Lot Fee.....   | Number of lots _____ x \$50.00 = \$ _____    |
| Outlot Fee.....  | Number of outlots _____ x \$50.00 = \$ _____ |
|  | Total = \$ _____                             |
| <input type="checkbox"/> Re-application fee.....   | \$200.00                                     |
| <input type="checkbox"/> Access approval letter (If required)  |  |
| <input type="checkbox"/> Copies of Soils Tests recorded with the Sanitation Department (If required) |  |

### Final Subdivision Plat

Twenty (20) copies of the final plat are **REQUIRED**

(Complete all that apply)

|  |  |
|--|--|
| <input type="checkbox"/> Final Subdivision Plat Fee..... | \$500.00                                     |
| Lot Fee.....   | Number of lots _____ x \$50.00 = \$ _____    |
| Outlot Fee.....  | Number of outlots _____ x \$50.00 = \$ _____ |
|  | Total = \$ _____                             |
| <input type="checkbox"/> Re-application fee.....         | \$200.00                                     |

### Preliminary Condominium Plat

Twenty (20) copies of the preliminary condominium plat are **REQUIRED**

(Complete all that apply)

|  |  |
|--|--|
| <input type="checkbox"/> Preliminary Condominium Plat Fee.....                                       | \$500.00                                   |
| Unit Fee.....  | Number of units _____ x \$50.00 = \$ _____ |
|  | Total = \$ _____                           |
| <input type="checkbox"/> Re-application fee.....   | \$200.00                                   |
| <input type="checkbox"/> Access approval letter (If required)  |  |
| <input type="checkbox"/> Copies of Soils Tests recorded with the Sanitation Department (if required) |  |

### Final Condominium Plat

Twenty (20) copies of the final condominium plat are **REQUIRED**

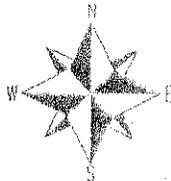
(Complete all that apply)

|  |  |
|--|--|
| <input type="checkbox"/> Final Condominium Plat Fee..... | \$500.00                                   |
| Unit Fee.....  | Number of units _____ x \$50.00 = \$ _____ |
|  | Total = \$ _____                           |
| <input type="checkbox"/> Re-application fee.....         | \$200.00                                   |

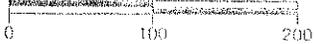
1/1/09

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN. ALSO PART OF LOT 1 BONNIE BRAE SUBDIVISION, LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, OF SECTION 3, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN.



SCALE 1" = 100'



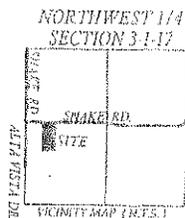
NOTE: BEARINGS REFERENCED TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 3-1-17  
 NOTE: BEARINGS HEREON RELATED TO GRID NORTH OF THE WISCONSIN STATE PLANE COORDINATE SYSTEM GRID, SOUTH ZONE (NAD-27)  
 NOTE: EXISTING SANITARY SYSTEM APPEARS TO BE FUNCTIONING. NO EVALUATION HAS BEEN MADE AS TO MEETING REQUIREMENTS FOR REPLACEMENT SYSTEM UNDER COM 83 OF WISCONSIN ADMINISTRATIVE CODE.

SOIL TYPES:  
 MuC2 & MuD2

ZONED C-2

OWNER:  
 MICHAEL S. KROLL  
 DECLARATION OF TRUST  
 DATED JUNE 20, 2007

SURVEYOR:  
 KROTT SURVEYING INC.  
 N3705 WALLOW BEND LAKE  
 LAKE GENEVA WI 53147  
 PHONE # (262) 248-3697  
 FAX # (262) 249-0639



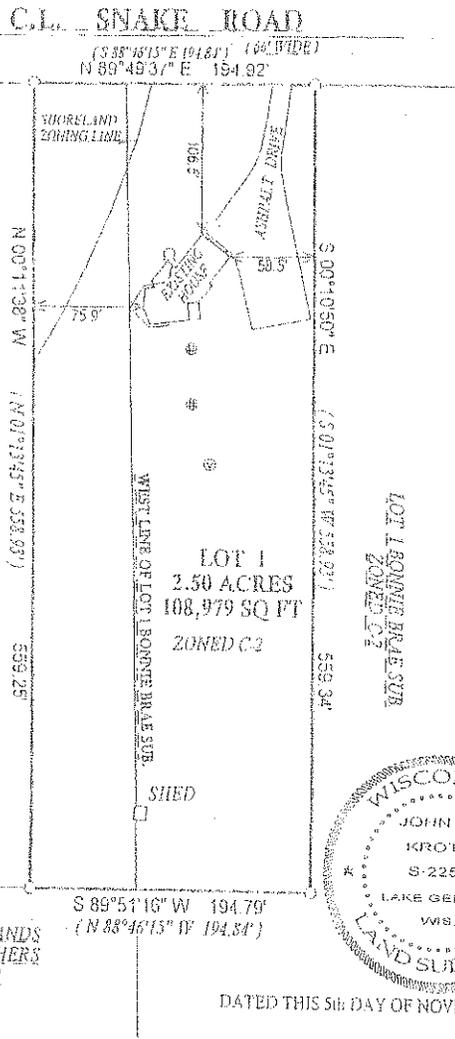
- LEGEND
- FOUND 1" DIA. IRON PIPE
  - ⊗ FOUND 6" X 6" CONCRETE COUNTY MONUMENT WITH BRASS CAP
  - ⊕ CONCRETE SEPTIC LID
  - ⊙ SEPTIC VENT
  - WATER WELL
  - (X) RECORDED AS INSTRUMENT 561

UNPLATTED LANDS OWNED BY OTHERS  
 ZONED C-2

UNPLATTED LANDS OWNED BY OTHERS  
 ZONED C-2

NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 3-1-17  
 Y=216,163.46  
 X=2,403,770.28

SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 3-1-17  
 Y=213,380.63  
 X=2,403,836.25



DATED THIS 5th DAY OF NOVEMBER, 2010.

*John P. Krott*  
 JOHN P. KROTT

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

**KROTT SURVEYING INC.**

NS705 WILLOW BEND LANE  
LAKE GENEVA WI 53147  
PHONE # (262)248-3697  
FAX # (262)249-0639

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN. ALSO PART OF LOT 1 BONNIE BRAE SUBDIVISION, LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, OF SECTION 3, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN.

**SURVEYOR'S CERTIFICATE:**

I, JOHN P. KROTT REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED, AND MAPPED THE FOLLOWING LAND BOUNDED AND DESCRIBED AS FOLLOWS:  
A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 3, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN. ALSO PART OF LOT 1 BONNIE BRAE SUBDIVISION, LOCATED IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4, OF SECTION 3, TOWN 1 NORTH, RANGE 17 EAST, WALWORTH COUNTY, WISCONSIN. MORE PARTICULARLY DESCRIBED AS FOLLOWS TO-WIT: COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 3, THENCE N 01°21'29" W ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 3, 759.50 FEET; THENCE N 89°51'16" E 189.77 FEET TO THE POINT OF BEGINNING; THENCE N 00°11'38" W 559.25 FEET TO A POINT IN THE SOUTH LINE OF SNAKE ROAD; THENCE N 89°49'37" E ALONG SAID SOUTH LINE 194.92 FEET; THENCE S 00°10'50" E 559.34 FEET; THENCE S 89°51'16" W 194.79 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND CONTAINING 108,979 SQ FT MORE OR LESS.

I FURTHER CERTIFY THAT I HAVE MADE THIS SURVEY AND MAP IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 236.34 OF THE STATE STATUTES AND THE SUBDIVISION CONTROL ORDINANCE, WALWORTH COUNTY, WISCONSIN AND BY THE DIRECTION OF THE OWNER'S AND SUCH MAP IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED.

*John P. Krott*

JOHN P. KROTT S-2258

DATED THIS 5th DAY OF NOVEMBER, 2010.



**OWNERS CERTIFICATE:**

" AS OWNER, I HEREBY CERTIFY THAT I CAUSED THE LAND DESCRIBED HEREIN TO BE SURVEYED AND MAPPED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP. WE ALSO CERTIFY THAT THIS CERTIFIED SURVEY MAP IS REQUIRED TO BE SUBMITTED TO THE TOWN OF LINN AND WALWORTH COUNTY FOR APPROVAL. "

\_\_\_\_\_  
MICHAEL S. KOMOLI DECLARATION OF TRUST DATED JUNE 20th, 2007  
MICHAEL S. KOMOLI, TRUSTEE

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
THE ABOVE NAMED, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING  
INSTRUMENT AND ACKNOWLEDGE THE SAME.

\_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC \_\_\_\_\_

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

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TOWN BOARD APPROVAL

APPROVED BY RESOLUTION OF THE TOWN OF LEBAN TOWN BOARD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_  
JAMES WEISS (CHAIRMAN)

\_\_\_\_\_  
SUE POLYOCK (CLERK)

CITY OF LAKE GENEVA EXTRATERRITORIAL APPROVAL

RESOLVED: THAT THE CERTIFIED SURVEY MAP SHOWN HEREON, IN THE EXTRATERRITORIAL PLAT APPROVAL JURISDICTION OF THE CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN, OWNER MICHAEL S. KOMOLL DECLARATION OF TRUST DATED JUNE 20th, 2007 IS HEREBY APPROVED BY THE CITY OF LAKE GENEVA, CITY BOARD, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_  
JIM CONNORS (MAYOR)

\_\_\_\_\_  
JEREMY REALE (CLERK)

WALWORTH COUNTY ZONING AGENCY

APPROVED BY RESOLUTION OF THE WALWORTH COUNTY ZONING AGENCY

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_  
RICK STACEY, CHAIRMAN



**KROTT SURVEYING INC.**

83705 WILLOW BEND LANE  
LAKE GENEVA WI. 53147  
PHONE # (262)248-3697  
FAX # (262)249-0639

DATED THIS 5th DAY OF NOVEMBER, 2010.  
DATE OF LAST REVISION: 12 / 14 / 2010

\_\_\_\_\_  
JOHN P. KROTT, S-2258

CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A PARCEL OF LAND LOCATED IN THE SOUTHWEST 1/4 OF THE  
NORTHWEST 1/4 OF SECTION 3, TOWN 1 NORTH, RANGE 17 EAST,  
WALWORTH COUNTY, WISCONSIN, ALSO PART OF LOT 1 BONNIE  
BRAE SUBDIVISION, LOCATED IN THE SOUTHWEST 1/4 OF THE  
NORTHWEST 1/4 OF SECTION 3, TOWN 1 NORTH, RANGE 17 EAST,  
WALWORTH COUNTY, WISCONSIN.

CONSENT OF CORPORATE MORTGAGEE

ANCHOR BANK, FSB, WISCONSIN, A BANKING CORPORATION DULY

ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN,

MORTGAGEE OF THE ABOVE DESCRIBED LAND DOES HEREBY CONSENT TO THE SURVEYING,

AND MAPPING OF THE LAND DESCRIBED ON THIS MAP, AND DOES HEREBY CONSENT TO

THE CERTIFICATE OF MICHAEL S. KOMOLL DECLARATION OF TRUST, OWNER

IN WITNESS WHEREOF, THE SAID ANCHOR BANK, WISCONSIN, HAS CAUSED THESE  
PRESENTS TO BE SIGNED BY

AT \_\_\_\_\_, AND ITS CORPORATE SEAL TO BE HEREUNTO

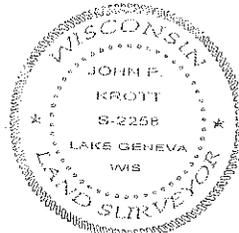
AFFIXED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

PERSONALLY CAME BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, THE ABOVE

NAMED \_\_\_\_\_, TO ME  
KNOWN TO BE THE SAME PERSON WHO EXECUTED THE FORGOING INSTRUMENT AND ACKNOWLEDGE THE  
SAME.

NOTARY PUBLIC \_\_\_\_\_

\_\_\_\_\_ COUNTY, WISCONSIN. MY COMMISSION EXPIRES \_\_\_\_\_



**KROTT SURVEYING INC.**

N3705 WILLOW BEND LANE  
LAKE GENEVA WI 53147  
PHONE # (262)248-3697  
FAX # (262)249-0639

DATED THIS 5th DAY OF NOVEMBER, 2010.

*John P. Krott*  
JOHN P. KROTT, S-2258

WALWORTH COUNTY LAND USE AND RESOURCE MANAGEMENT  
100 W. Walworth St., P.O. Box 1001  
Elkhorn, Wisconsin 53121  
262-741-4972 Tel  
262-741-4974 Fax

WALWORTH COUNTY APPLICATION  
FOR LOT LINE ADJUSTMENTS

Fee: See Schedule

This application form is to be used:

For the approval of all transfers of land between adjoining property owners when the land is of the same zoning district. Attach one of the following prepared by a Wisconsin Registered Land Surveyor.

- If the lot line adjustment is between subdivision lots in the same subdivision, attach a plat of survey.
- If the lot line adjustment is between metes and bounds parcels attach a plat of survey.
- If the lot line adjustment changes the exterior boundary of a subdivision, attach a Certified Survey Map (without county signature lines).
- If the lot line adjustment changes the exterior boundary of a certified survey map, attach a Certified Survey Map (without county signature lines).

Date: December 17, 2010

Affected Tax Parcel Numbers(s): LEB 00001E and I L 300006B

Zoning District(s): C-2, Upland Resource Conservation District

Purpose of transfer: To combine two (2) parcels into one (1) parcel

Are there existing improvements:   ✓   Yes        No

If yes, are they serviced by:        Public Sewer   ✓   Private Septic\*

\*Please indicate septic system area on Plat.

Will this land transfer meet the minimum zoning district requirements of the Walworth County Code of Ordinances (Zoning/Shoreland Zoning) for lot area and setbacks in relation to the applicable zoning districts?  
  Yes  

For all lot line adjustments the following notation must be included on the Plat of Survey and on the deed:  
 For all lot line adjustments requiring a certified survey map, the following notation shall be included in place of the county signature line.

"This lot line adjustment is for the purpose of a sale or exchange of land between adjoining land owners that does not create additional lots and the original parcels are not reduced below the minimum size required by the Walworth County Code of Ordinances (Zoning/Shoreland Zoning)."

Additional requested information/comments: See attached Certified Survey Map  
Michael S. Romoll, as Trustee of the Michael S.

Romoll Declaration of Trust Dated June 20, 2007

By: Godfrey, Leible, Blackburn & Howarth, S.C.

PROPERTY OWNER: Attorney-in-Fact PROPERTY OWNER:       

SIGNATURE Robert C. Leible SIGNATURE       

ADDRESS 3420 Richme Lane ADDRESS         
Rolling Meadows, IL 60008

PHONE# 312-822-2816 PHONE#       

\*\*\*This approval is only valid for 60 days. Action must be taken within 60 days to file the necessary deeds in compliance with this approval or this approval is null and void.\*\*\*

PLAT REVIEW DEPARTMENT:        DATE:       

APPROVED:        DENIED:       

ZONING DEPARTMENT:        DATE:       

APPROVED:        DENIED:       

REASON FOR DENIAL:

# Request for Land Subdivision Plat Review

Department of Administration

Plat Review - DOA  
 Shipping Address: 101 E Wilson St FL 9  
 Madison WI 53703  
 Mailing Address: PO Box 1645  
 Madison WI 53701  
 Phone: 608-266-3200 Fax: 608-264-6104  
 Email: [plat.review@wi.gov](mailto:plat.review@wi.gov)  
 Web: <http://doa.wi.gov/platreview>

|  |  |  |
|--|--|--|
| Subdivision Name:  |  |  |
| County: <u>Walworth</u>  | <b>Surveyor's Seal</b><br><br><br><br>Surveyor's Signature <u>10/20/2010</u><br>Date |  |
| Surveyor, Company & Shipping Address:  |  |  |
| Name: <u>John Krott</u>  |  |  |
| Company: <u>Krott Surveying, Inc.</u>  |  |  |
| Shipping Address: <u>N3705 Willow Bend Lane</u><br><u>Lake Geneva WI 53147</u> |  |  |
| Phone: <u>262-248-3697</u><br>Fax: <u>262-249-0639</u>                         |  |  |
| Email: <u>KrottSurveying@hotmail.com</u>                                       |  |  |

Complete: 1-8 for FINAL Plats; 4-8 for PRELIMINARY Plats; 7 for ASSESSOR'S Plats; or 1 & 4 for CSMS

I certify that, as the Wisc. Registered Land Surveyor responsible for the field survey & preparation of this plat:

- All monuments have been set per s. 236.15 (1), Wis. Stats.  
OR  
 All exterior boundary monuments have been set, but the town, village or city has temporarily waived placing interior monuments per s. 236.15 (1)(h), Wis. Stats.
- Plat Review will make recordable document.  
OR  
 Surveyor will make recordable document.
- Preliminary plat name:
- Subdivider's name, Michael S. Komell Trust      Michael.Komell@cna.com  
address and email: 3420 Richnee Ln. Rolling Meadows IL, 60008

ENCLOSURES:

- Original drawing from surveyor. Number of sheets 4  
OR  
 Clerk is forwarding copy of plat drawing. Number of sheets \_\_\_\_\_
- Is this plat served by public sewer? .....  Yes     No
- Check or money order covering Department of Administration, Plat Review fee
- DOT:  Not abutting a S.T.H., U.S.H. or I.H.    OR    DOT  form and  fee enclosed.

| Surveyor's Receipt & Transmittal Record |                              | Shaded Area for Office Use Only |        |          |
|---|------------------------------|---------------------------------|--------|----------|
| Date Received:                          | Date Time Limit Expires:     | Preliminary:                    | Prints | Original |
| DOT:                                    | Date Copies Sent:<br>County: | Final:                          | Prints | Original |
| By:                                     | Plat Review Officer          | Assessor:                       |        | Original |

# Fee Schedule

A Guide for Calculating the Fee Required by Adm 49, Wis. Admin. Code

## PRELIMINARY PLAT

\$ \_\_\_\_ \$125 Initial Filing Fee\*  
\$ \_\_\_\_ \$100 Review Fee  
\$ \_\_\_\_ Reprographics & Postage Fee - \$40/sheet x \_\_\_\_ sheets

## FINAL PLAT

\$ \_\_\_\_ \$125 Initial Filing Fee (no preliminary plat submitted)\*  
\$ \_\_\_\_ Parcel Fee - \$30/parcel x \_\_\_\_ parcels (\$120 minimum)  
\$ \_\_\_\_ Reprographics & Postage Fee - \$40/sheet x \_\_\_\_ sheets

## ASSESSOR'S PLAT

\$ \_\_\_\_ \$125 Initial Filing Fee\*  
\$ \_\_\_\_ Parcel Fee - \$30/parcel x \_\_\_\_ parcels (\$120 minimum)  
\$ \_\_\_\_ Reprographics & Postage Fee - \$40/sheet x \_\_\_\_ sheets

\*NOTE: The \$125 initial filing fee is required with the first submittal of the plat. An addition to a plat, even if originally part of an overall preliminary plat, or a replat is a new file which requires the \$125 initial filing fee.

## REVISED PLAT (not certified)

\$ \_\_\_\_ \$120 Review Fee (minimum parcel fee)  
\$ \_\_\_\_ Reconfiguration Fee (modification of parcel boundaries)-\$30/parcel x \_\_\_\_ parcels (\$120min)

## RESUBMITTED PLAT (previously certified or withdrawn)

\$ \_\_\_\_ \$120 Review Fee (minimum parcel fee)  
\$ \_\_\_\_ Recertification Fee (reprographics & postage) - \$40/sheet x \_\_\_\_ sheets  
\$ \_\_\_\_ Reconfiguration Fee (modification of parcel boundaries)-\$30/parcel x \_\_\_\_ parcels (\$120min)

## MISC

\$  \$100 Certified Survey Map  
\$ \_\_\_\_ \$ 50 Written pre-submission consultation request.

\$ 100 TOTAL FEE DUE                      \_\_\_\_ Advance Deposit Account number

Attach check or money order here, payable to: Department of Administration

Note: For subdivisions abutting S.T.H., U.S.H. or I.H. include a separate check, for \$110 payable to: Department of Transportation.

GODFREY, LEIBSLE,  
BLACKBOURN & HOWARTH, S.C.  
ATTORNEYS AT LAW

354 Seymour Court • Elkhorn, WI 53121

Telephone: 262-723-3220 • Facsimile: 262-723-5121 • [www.godfreylaw.com](http://www.godfreylaw.com)

ROBERT C. LEIBSLE  
LISLE W. BLACKBOURN  
KIM A. HOWARTH  
THEODORE N. JOHNSON

(ALFRED L. GODFREY 1888-1970)  
(THOS. G. GODFREY 1921-1996)

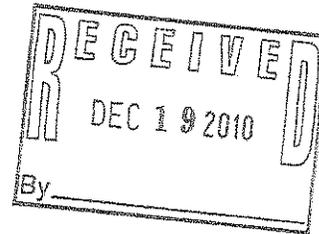
*Providing Quality Legal Service Since 1922*

Writer's Direct Line: 262-741-1521  
Writer's Email: [rlcibslc@godfreylaw.com](mailto:rlcibslc@godfreylaw.com)

December 20, 2010

VIA HAND DELIVERY

Mr. Barney Brugger  
Building Inspector/Zoning Administrator  
City of Lake Geneva  
626 Geneva Street  
P.O. Box 340  
Lake Geneva, WI 53147



Re: Tax Parcel Nos.: IH 00006 and IL 300002  
Certified Survey Map/Lot Line Adjustment  
Extraterritorial Plat Review

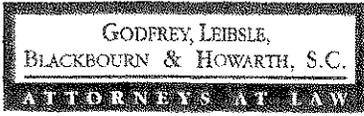
Dear Barney:

I write on behalf of my client, Sansnom, LLC, a Delaware limited liability company.

Enclosed are the following documents:

1. Five (5) copies of the Application for Land Division Review for Extra-Territorial Plat Jurisdiction with Plat Review Application, Certified Survey Map/Lot Line Adjustment Application and Department of Administration Request for Land Subdivision Plat Review; and
2. The original signed Agreement of Services.

Please review and advise if the documents are satisfactory. If so, we will delivery twenty (20) additional sets. We request that the matter be put on the City Staff agenda for Monday, December 20, 2010 (1:30 p.m.), the January 17, 2011, Plan Commission meeting (6:30 p.m.), and the January 24, 2011, Common Council meeting (7:00 p.m.).



Mr. Barney Brugger  
December 20, 2010  
Page 2

If you have any questions or comments, please contact me.

Very truly yours,

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

By:

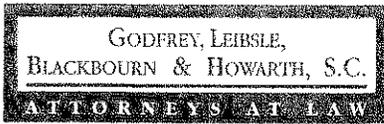


Robert C. Leibsle

RCL:dls

Enclosures

cc: Mr. Charles Cunniffe (*w/enclosures; via U.S. mail*)  
Mr. Jim Moore (*w/enclosures; via U.S. mail*)  
Mr. Doug Olson (*w/o enclosures; via U.S. mail*)



354 Seymour Court • Elkhorn, WI 53121

Telephone: 262-723-3220 • Facsimile: 262-723-5121 • [www.godfreylaw.com](http://www.godfreylaw.com)

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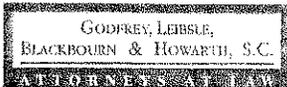
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December 20, 2010  
Page 2

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Very truly yours,

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

By:



Robert C. Leibsle

RCL:dls

Enclosures

cc: Mr. Charles Cunniffe (*w/enclosures; via U.S. mail*)  
Mr. Jim Moore (*w/enclosures; via U.S. mail*)  
Mr. Doug Olson (*w/o enclosures; via U.S. mail*)

City of Lake Geneva

APPLICATION FOR LAND DIVISION REVIEW

CERTIFIED SURVEY MAP or  SUBDIVISION PLAT

NAME AND ADDRESS OF CURRENT OWNER:

SANSNOM, LLC, a Delaware limited liability company  
401 N. Michigan Avenue, Ste. 3200  
Chicago, IL 60611-4163  
TELEPHONE NUMBER OF CURRENT OWNER: 312-832-6115

NAME AND ADDRESS OF APPLICANT:

Same as Owner  
\_\_\_\_\_  
\_\_\_\_\_  
TELEPHONE NUMBER OF APPLICANT: Same as Owner.

NAME AND ADDRESS OF SURVEYOR:

Mr. Doug Olson  
Jensen & Olson Land Surveying  
45 S. Wisconsin Street, Elkhorn, WI 53121  
TELEPHONE NUMBER OF SURVEYOR: 262-723-3434

SHORT STATEMENT DESCRIBING PURPOSE OF APPLICATION: This Certified  
Survey Map has been prepared to complete a Lot Line  
Adjustment between Tax Parcel IH 00006 and Tax Parcel  
IL 300002. No new lots are being created and the  
resulting parcels are not reduced below the minimum  
sizes required.

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.

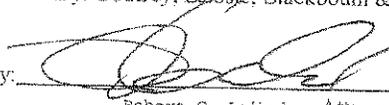
I UNDERSTAND THAT THE CITY OF LAKE GENEVA LAND DIVISION ORDINANCE REQUIRES THE CITY TO DENY LAND DIVISIONS WHICH CREATE NEW, BUILDABLE PARCELS OR LOTS WITHIN THE EXTRATERRITORIAL AREA UNLESS THE CITY DETERMINES THAT A LAND DIVISION CONSTITUTES INFILL DEVELOPMENT.

By: Godfrey, Leible, Blackbourn & Howarth, S.C.

December 17, 2010

Date

By:

  
Robert C. Leible, Attorney-in-Fact

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:

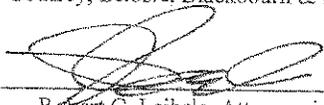
Godfrey, Leibsle, Blackburn & Howarth, S.C., attorneys-in-fact for applicant/petitioner:

Name: Sansnom, LLC, a Delaware limited liability company  
Address: 401 N. Michigan Avenue, Ste. 3200  
Chicago, IL 60611-4163  
Phone: 312-832-6115

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 17th day of December, 2010.

SANSNOM, LLC, a Delaware limited liability company  
By: Godfrey, Leibsle, Blackburn & Howarth, S.C.

By:   
Robert C. Leibsle, Attorney-in-Fact for Applicant/Petitioner

### Plat Review Application

Walworth County Land Use and Resource Management Department  
100 W. Walworth St. P.O. Box 1001  
Elkhorn, WI 53121  
Tel: (262) 741-4972 Fax: (262) 741-4974

Surveyor, Company, & Shipping Address

Surveyor's Seal

Douglas G. Olson

Jensen & Olson Land Surveying, LLC

45 South Wisconsin Street P.O. Box 322

Elkhorn, Wisconsin, 53121



Phone# 262-723-3434 Fax# 262-723-8044

Surveyor's Signature

Date

11-18-10

SUBMIT TO WALWORTH COUNTY CLERK'S OFFICE - MAKE CHECKS PAYABLE TO "WALWORTH COUNTY"

Subdivider's Name: Sansnom, LLC c/o Wrigley Management, Inc.

and address: 400 North Michigan Avenue #1100, Chicago, Illinois, 60611

The following approvals and plat data must be submitted with the plat/csm and application. Please check box:

- A pre-application meeting with the Walworth County Land Use and Resource Management Department is required prior to the submittal of a preliminary subdivision plat or a condominium plat of 5 or more lots or units. Certified survey maps do not require a pre-application meeting.\*
- The required zoning is in place.
- Any required conditional use approvals have been issued.
- All wetland delineations/DNR concurrence are complete. (See sec. 5.2 Walworth County Subdivision Ordinance).
- All required Town and/or other municipal decisions, ie. Extraterritorial plat review, recommendations or letters of non-objection must be submitted.
- Access approval letter(s) from the controlling highway jurisdiction(s).
- Soil tests for private sewage systems. (See secs. 3.2(2), 5.2, 6.2(8), 7.2(9) Walworth County Subdivision Ordinance)
- The Department of Administration review and approval of CSM.
- A preliminary stormwater review letter from the Walworth County Land Conservation Division is required if the proposed land division will result in one of the following conditions:
  - Land disturbance activities covering more than one acre.
  - Construction of a new public road or private road that serves five or more residences.
  - The addition of one-half (1/2) acre of impervious surface on the site.

\* This requirement will be considered satisfied if a pre-application meeting has already been conducted during the rezone or conditional use phase of the project. A separate fee of \$1,000 is required for the pre-application meeting

The County shall reject all plat and plat applications submitted without the approvals and plat data listed above.

## Fee Schedule

I hereby certify that, as the Wisconsin Registered Land Surveyor responsible for the preparation of this plat, the following fees apply for the plat being presented for review.

### Certified Survey Map

Original Certified Survey Map and six (6) copies are **REQUIRED**

(Complete all that apply)

|  |          |
|--|----------|
| <input type="checkbox"/> ** One (1) Lot or Outlot Plat.....  | \$375.00 |
| <input type="checkbox"/> Two (2) Lot(s) and/or Outlot(s).....  | \$425.00 |
| <input type="checkbox"/> Three (3) Lot(s) and/or Outlot(s).....                                      | \$475.00 |
| <input type="checkbox"/> Four (4) Lot(s) and/or Outlot(s).....                                       | \$525.00 |
| <input type="checkbox"/> Re-application Fee.....   | \$200.00 |
| <input type="checkbox"/> Access approval letter (If required)  |          |
| <input type="checkbox"/> Copies of Soils Tests recorded with the Sanitation Department (If required) |          |

### Preliminary Subdivision Plat

Twenty (20) copies of the preliminary plat are **REQUIRED**

(Complete all that apply)

|  |  |
|--|--|
| <input type="checkbox"/> Preliminary Subdivision Plat Fee.....                                       | \$500.00                                     |
| Lot Fee.....   | Number of lots _____ x \$50.00 = \$ _____    |
| Outlot Fee.....  | Number of outlots _____ x \$50.00 = \$ _____ |
|  | Total = \$ _____                             |
| <input type="checkbox"/> Re-application fee.....   | \$200.00                                     |
| <input type="checkbox"/> Access approval letter (If required)  |  |
| <input type="checkbox"/> Copies of Soils Tests recorded with the Sanitation Department (If required) |  |

### Final Subdivision Plat

Twenty (20) copies of the final plat are **REQUIRED**

(Complete all that apply)

|  |  |
|--|--|
| <input type="checkbox"/> Final Subdivision Plat Fee..... | \$500.00                                     |
| Lot Fee.....   | Number of lots _____ x \$50.00 = \$ _____    |
| Outlot Fee.....  | Number of outlots _____ x \$50.00 = \$ _____ |
|  | Total = \$ _____                             |
| <input type="checkbox"/> Re-application fee.....         | \$200.00                                     |

### Preliminary Condominium Plat

Twenty (20) copies of the preliminary condominium plat are **REQUIRED**

(Complete all that apply)

|  |  |
|--|--|
| <input type="checkbox"/> Preliminary Condominium Plat Fee.....                                       | \$500.00                                   |
| Unit Fee.....  | Number of units _____ x \$50.00 = \$ _____ |
|  | Total = \$ _____                           |
| <input type="checkbox"/> Re-application fee.....   | \$200.00                                   |
| <input type="checkbox"/> Access approval letter (If required)  |  |
| <input type="checkbox"/> Copies of Soils Tests recorded with the Sanitation Department (if required) |  |

### Final Condominium Plat

Twenty (20) copies of the final condominium plat are **REQUIRED**

(Complete all that apply)

|  |  |
|--|--|
| <input type="checkbox"/> Final Condominium Plat Fee..... | \$500.00                                   |
| Unit Fee.....  | Number of units _____ x \$50.00 = \$ _____ |
|  | Total = \$ _____                           |
| <input type="checkbox"/> Re-application fee.....         | \$200.00                                   |

1/1/09

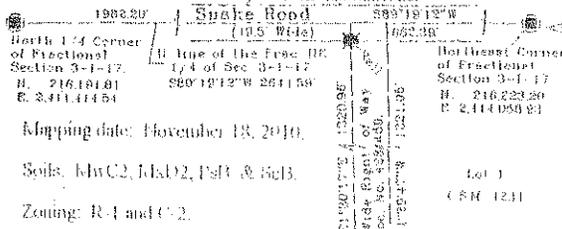
**CERTIFIED SURVEY MAP No.**

Part of Lots 4, 5 and 6 of Hutchinson's Subdivision and unplatted land located in Government Lot 1 and the Northeast 1/4 of the Northeast 1/4 of Section 3, Town 1 North, Range 17 East, Town of Linn, Walworth County, Wisconsin

Owner: **Sansnom, LLC c/o Wrigley Management, Inc.**  
 400 North Michigan Avenue #1100  
 Chicago, Illinois 60611

**Jensen & Olson Land Surveying, LLC**

45 South Wisconsin Street \* P.O. Box 322 \* Ellhorn, Wisconsin, 53121  
 Telephone: (262) 723-3434 \* Facsimile: (262) 723-8011  
 Email: jensen\_olson@earthlink.net



Reserved for Walworth County Register of Deeds

Scale in Feet. 1"=200'

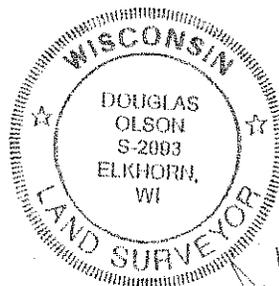
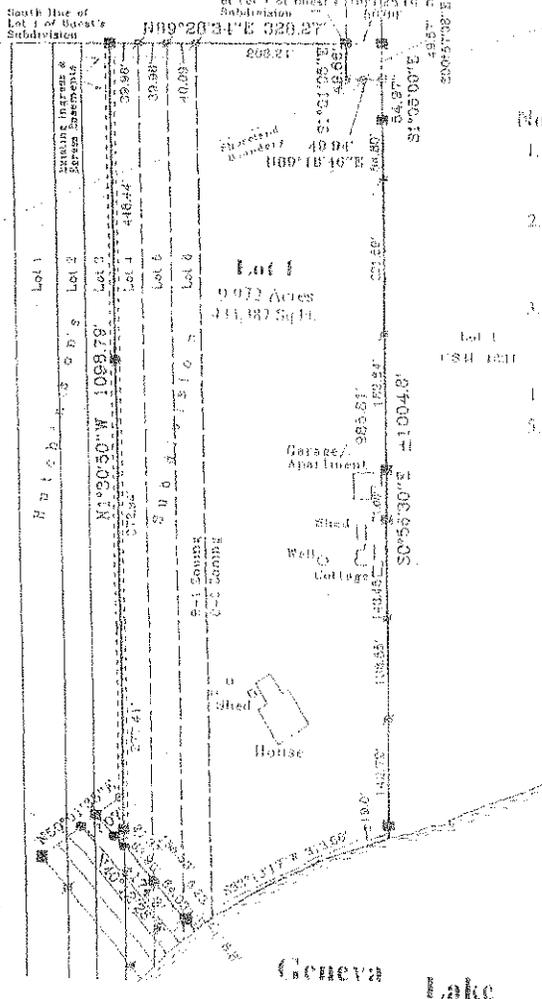


**Legend**

- Found County Section Corner, Concrete Mon. with Brass Cap.
- Found Concrete Monument
- Found Iron Pipe, 1" dia.
- Found Iron Rod, 3/4" dia.
- ( ) Recorded Information
- \* Soil Boring
- Concrete Cover

**Notes:**

1. Bearings referenced to the North line of the Northeast 1/4 of Section 3-1-17, recorded as 188919127E in the Wisconsin State Plane Coordinate System, South Zone, (H4D-27).
2. This Certified Survey Map has been prepared to combine two existing Tax Parcel #1100006 & #1300002 into one parcel. A Certified Survey Map is required to combine a portion of Hutchinson's Subdivision with unplatted lands.
3. Existing sanitary system on Lot 1 appears to be functioning. No evaluation as to meeting the requirements for replacement system under "COLLECT" of the Wisconsin Administrative Code.
4. R-1 Zoning - 3.296 Acres, C-2 Zoning - 6.676 Acres
5. This Certified Survey Map has been prepared to complete a Lot Line Adjustment between Tax Parcel #1100006 and Tax Parcel #1300002. The new lots are being created and the resulting parcels are not reduced below the minimum sizes required.



Job reference no. 2010.006.L

Sheet 1 of 3 Sheets.

Part of Lots 4, 5 and 6 of Hutchinson's Subdivision and unplatted land located in Government Lot 1 and the Northeast 1/4 of the Northeast 1/4 of Section 3, Town 1 North, Range 17 East, Town of Linn, Walworth County, Wisconsin.

**Legal Description**

Part of Lots 4, 5 and 6 of Hutchinson's Subdivision and unplatted land located in Government Lot 1 and the Northeast 1/4 of the Northeast 1/4 of Section 3, Town 1 North, Range 17 East, Town of Linn, Walworth County, Wisconsin, described as follows: Commencing at the Northeast Corner of said Section 3; thence South 89°19'12" West, along the North line of said Northeast 1/4 of the Northeast 1/4 of Section 3, 662.39 feet to the Northwest Corner of Certified Survey Map No. 4234; thence South 1°30'17" East, along the West line of said Certified Survey Map, 1320.96 feet to a concrete monument and the Point of Beginning; thence South 1°05'05" East, along said West line, 49.66 feet to an iron pipe; thence North 89°18'46" East, along said Certified Survey Map, 49.94 feet to an iron pipe; thence South 1°05'00" East, along the West line of said Certified Survey Map, 51.97 feet to a concrete monument; thence South 0°56'30" East, along said West line, 985.81 feet to a concrete monument on the meander line of Geneva Lake, said monument being approximately 19.0 feet North 0°56'30" West of the shore of said Geneva Lake; thence South 63°13'17" West, along said meander line, 313.68 feet to a concrete monument, said monument being approximately 18.8 feet North 40°12'28" West of the shore of said Geneva Lake; thence North 40°12'28" West 155.53 feet to a concrete monument; thence North 50°01'38" East 17.07 feet to a concrete monument on the West line of Lot 4 of said Hutchinson's Subdivision; thence North 1°30'50" West, along said West line, 1098.79 feet to a concrete monument at the Northwest Corner of said Lot 4; thence North 89°28'34" East 328.27 feet to the Point of Beginning. Also to include the lands lying between said meander line and the shore of Geneva Lake as encompassed by the above described bearings and distances between said shore line and meander line. Said parcel contains 9.972 acres (434,387 sq ft) of land, more or less.

**Surveyor's Certificate**

I, Douglas G. Olson, Wisconsin Registered Land Surveyor, do hereby certify that the property hereon described has been surveyed under my direction and that the map shown hereon is a correct representation of all the exterior boundaries of the land surveyed and the division thereof and that I have fully complied with the owner's/agent's instructions, Chapter 236.34 of the Wisconsin Statutes, the Subdivision Control Ordinance, Walworth County, Wisconsin, and the Subdivision Control Ordinance, Town of Linn, Walworth County, Wisconsin and Section 66 of the City of Lake Geneva Municipal Code.

Date: 11-18-10  
Revised: \_\_\_\_\_  
\_\_\_\_\_



*[Signature]*  
Douglas G. Olson, R.L.S. 2093

**Walworth County Approval**

Approved by the Walworth County Zoning Agency this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Rick Stacey, Chairperson

**Town of Linn Approval**

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by the Town Board of the Town of Linn.

\_\_\_\_\_  
James Weiss, Town Chairperson

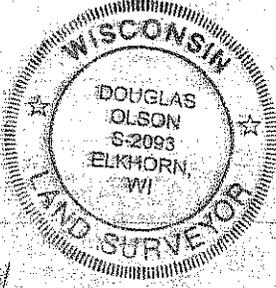




# Request for Land Subdivision Plat Review

Department of Administration

Plat Review - DOA  
 Shipping Address: 101 E. Wilson St. FL 9  
 Madison WI 53703  
 Mailing Address: PO Box 1645  
 Madison WI 53701  
 Phone: 608-266-3200 Fax: 608-264-6104  
 Email: [platreview@wi.gov](mailto:platreview@wi.gov)  
 Web: <http://doa.wi.gov/platreview>

|   |  |   |
|---|--|---|
| Subdivision Name: Sansnom, LLC Certified Survey Map                                     |  | Surveyor's Seal<br> |
| County: Walworth  |  |   |
| Surveyor, Company & Shipping Address:   |  |   |
| Name: Douglas G. Olson  |  |   |
| Company: Jensen & Olson Land Surveying, LLC   |  |   |
| Shipping Address: 45 South Wisconsin Street - P.O. Box 322<br>Elkhorn, Wisconsin. 53121 |  |   |
| Phone: 262-723-3434   |  |   |
| Fax: 262-723-8044   |  |   |
| Email: <a href="mailto:jensen.olson@elknet.net">jensen.olson@elknet.net</a>             |  | Surveyor's Signature _____ Date <u>11-18-10</u>   |

Complete: 1-6 for FINAL Plats; 4-8 for PRELIMINARY Plats; 7 for ASSESSOR'S Plats; or 1 & 4 for CSMS

I certify that, as the Wisc. Registered Land Surveyor responsible for the field survey & preparation of this plat:

- All monuments have been set per s. 236.15 (1), Wis. Stats.  
 OR  
 All exterior boundary monuments have been set, but the town, village or city has temporarily waived placing interior monuments per s. 236.15 (1)(h), Wis. Stats.
- Plat Review will make recordable document.  
 OR  
 Surveyor will make recordable document.
- Preliminary plat name: n.a.
- Subdivider's name, address and email: Sansnom, LLC c/o Wrigley Management, Inc. 400 North Michigan Avenue, #1100, Chicago, Illinois. 60611

ENCLOSURES:

- Original drawing from surveyor. Number of sheets 3 Copy of original  
 OR  
 Clerk is forwarding copy of plat drawing. Number of sheets \_\_\_\_\_
- Is this plat served by public sewer? .....  Yes  No
- Check or money order covering Department of Administration Plat Review fee
- DOT:  Not abutting a S.T.H., U.S.H. or I.H. OR DOT:  form and  fee enclosed.

| Surveyor's Receipt & Transmittal Record |                          | Shaded Area for Office Use Only |                 |
|---|--------------------------|---------------------------------|-----------------|
| Date Received:                          | Date Time Limit Expires: | Preliminary:                    | Prints Original |
| DOT:                                    | County:                  | Final:                          | Prints Original |
| By:                                     | Plat Review Officer      | Assessor:                       | Original        |

# Fee Schedule

A Guide for Calculating the Fee Required by Adm 49, Wis. Admin. Code

## PRELIMINARY PLAT

\$ \_\_\_\_\_ \$125 Initial Filing Fee\*  
\$ \_\_\_\_\_ \$100 Review Fee  
\$ \_\_\_\_\_ Reprographics & Postage Fee - \$40/sheet x \_\_\_\_\_ sheets

## FINAL PLAT

\$ \_\_\_\_\_ \$125 Initial Filing Fee (no preliminary plat submitted)\*  
\$ \_\_\_\_\_ Parcel Fee - \$30/parcel x \_\_\_\_\_ parcels (\$120 minimum)  
\$ \_\_\_\_\_ Reprographics & Postage Fee - \$40/sheet x \_\_\_\_\_ sheets

## ASSESSOR'S PLAT

\$ \_\_\_\_\_ \$125 Initial Filing Fee\*  
\$ \_\_\_\_\_ Parcel Fee - \$30/parcel x \_\_\_\_\_ parcels (\$120 minimum)  
\$ \_\_\_\_\_ Reprographics & Postage Fee - \$40/sheet x \_\_\_\_\_ sheets

\*NOTE: The \$125 initial filing fee is required with the first submittal of the plat. An addition to a plat, even if originally part of an overall preliminary plat, or a replat is a new file which requires the \$125 initial filing fee.

## REVISED PLAT (not certified)

\$ \_\_\_\_\_ \$120 Review Fee (minimum parcel fee)  
\$ \_\_\_\_\_ Reconfiguration Fee (modification of parcel boundaries) - \$30/parcel x \_\_\_\_\_ parcels (\$120min)

## RESUBMITTED PLAT (previously certified or withdrawn)

\$ \_\_\_\_\_ \$120 Review Fee (minimum parcel fee)  
\$ \_\_\_\_\_ Recertification Fee (reprographics & postage) - \$40/sheet x \_\_\_\_\_ sheets  
\$ \_\_\_\_\_ Reconfiguration Fee (modification of parcel boundaries) - \$30/parcel x \_\_\_\_\_ parcels (\$120min)

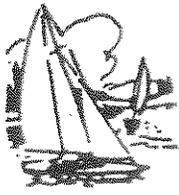
## MISC

\$ 100.00 \$100 Certified Survey Map  
\$ \_\_\_\_\_ \$ 50 Written pre-submission consultation request.

\$ 100.00 TOTAL FEE DUE \_\_\_\_\_ Advance Deposit Account number

Attach check or money order here, payable to: Department of Administration

Note: For subdivisions abutting S.T.H., U.S.H. or I.H. include a separate check for \$110 payable to: Department of Transportation.



# LAKE GENEVA UTILITY COMMISSION

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



**Birdell Brellenthin**  
*Utility Commission President*

**Kent Wiedenhoefft**  
*Water Superintendent*

**Scott Tesmer**  
*Wastewater Superintendent*

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

**DATE:** November 18, 2010

## MEMORANDUM

**TO:** Chairman Don Tolar & Members of the Public Works Committee

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

**SUBJECT:** Flat Iron Park, Parking Lot and North-South Sidewalk Along the East Side of the Park

Pursuant to the November meeting, the DPW was asked to review alternate concepts for parking in the lot by the dam in an effort to squeeze the sidewalk through the island area along the parking lot. Diagonal parking and a south driveway were discussed.

The DPW assessed the situation and evaluated at least 3 possibilities. They are:

1. Diagonal parking and a driveway to Center Street.
2. Extending the Center Street bump-out at the south side of the parking lot driveway straight south to cross-hatched area by the fire hydrant to widen the island to make room for a sidewalk.
3. Extending the Center Street bump-out at the south side of the parking lot driveway approximately 42' and then taper it back to the existing curb just north of the storm inlet on Center Street to make room for the sidewalk.

Marked up aerial maps are attached which depict the existing and proposed alternatives. Evaluation priorities are 1-preservation of as much parking as possible, and 2-cost. It so happens that the island has a taper. The width is narrower at the north end and wider on the south.

Alternative No. 1, the diagonal lot and widening of the island from the lot side of things would lose 6 to 8 spots plus the possibility of more on its connection to Center Street. It also has the highest cost to replace the entire east curb and gutter of the lot, relocate parking meters on both sides, re-stripe, asphalt patch, construct a driveway, remove landscaping, and possible loss of green space.

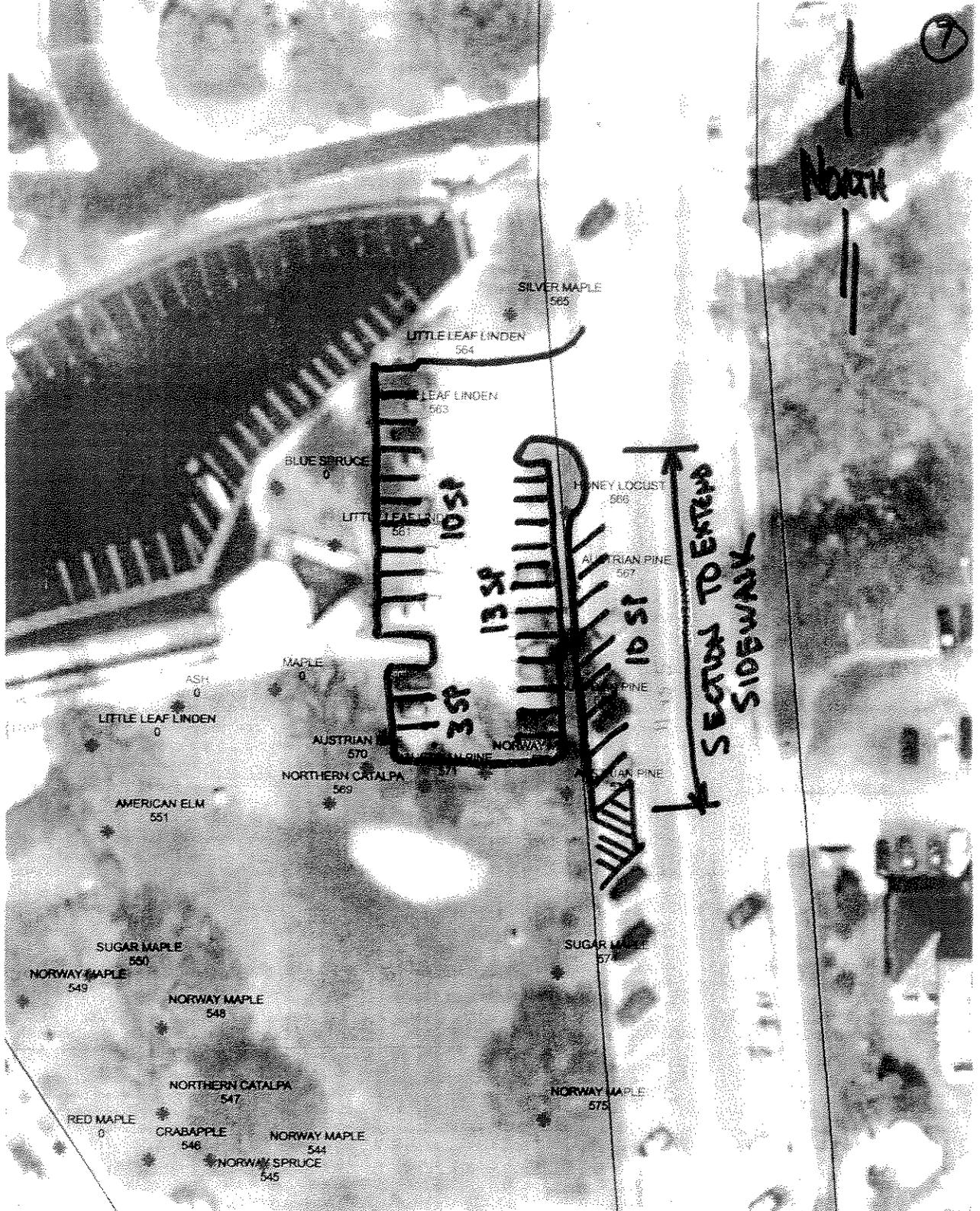
Alternative No. 2 calls for leaving the existing parking lot alone and widening the island from the Center Street side by replacing the curb and gutter straight south from where it bumps out on the south side of the driveway to the parking lot. There will be a loss of 10 diagonal spaces and a gain of 5 parallel spaces, for a total loss of 5 spaces. The transition back takes place by the cross-hatched fire hydrant area. The work involves replacement of 140' to 150' of curb and gutter, reconstruction of one storm inlet, re-striping, and pavement patching. This is the second most expensive option.

Alternative No. 3 calls for leaving the existing parking lot alone and widening the island from the Center Street side by replacing the curb and gutter straight south from where it bumps out on the south side of the driveway to the parking lot. There will be a loss of 3 diagonal spaces and a gain of 2 parallel spaces for a net loss of 1 parking space. The work involves the replacement of 42' or so feet of curb and gutter which transitions back to the existing curb just north of storm inlet. The inlet will not be disturbed. The area would then be pavement patched and re-striped. It is the least expensive alternative and the least loss of parking spaces.

The reason Alternative No. 3 works is due to the fact that the island narrows on the north end by the parking lot driveway. It is only necessary to widen the island sufficiently to fit the sidewalk in.

Everyone is encouraged to look the situation over and think about the alternatives for the next meeting. If you have any questions or do not understand the attached plans sheets, please call.

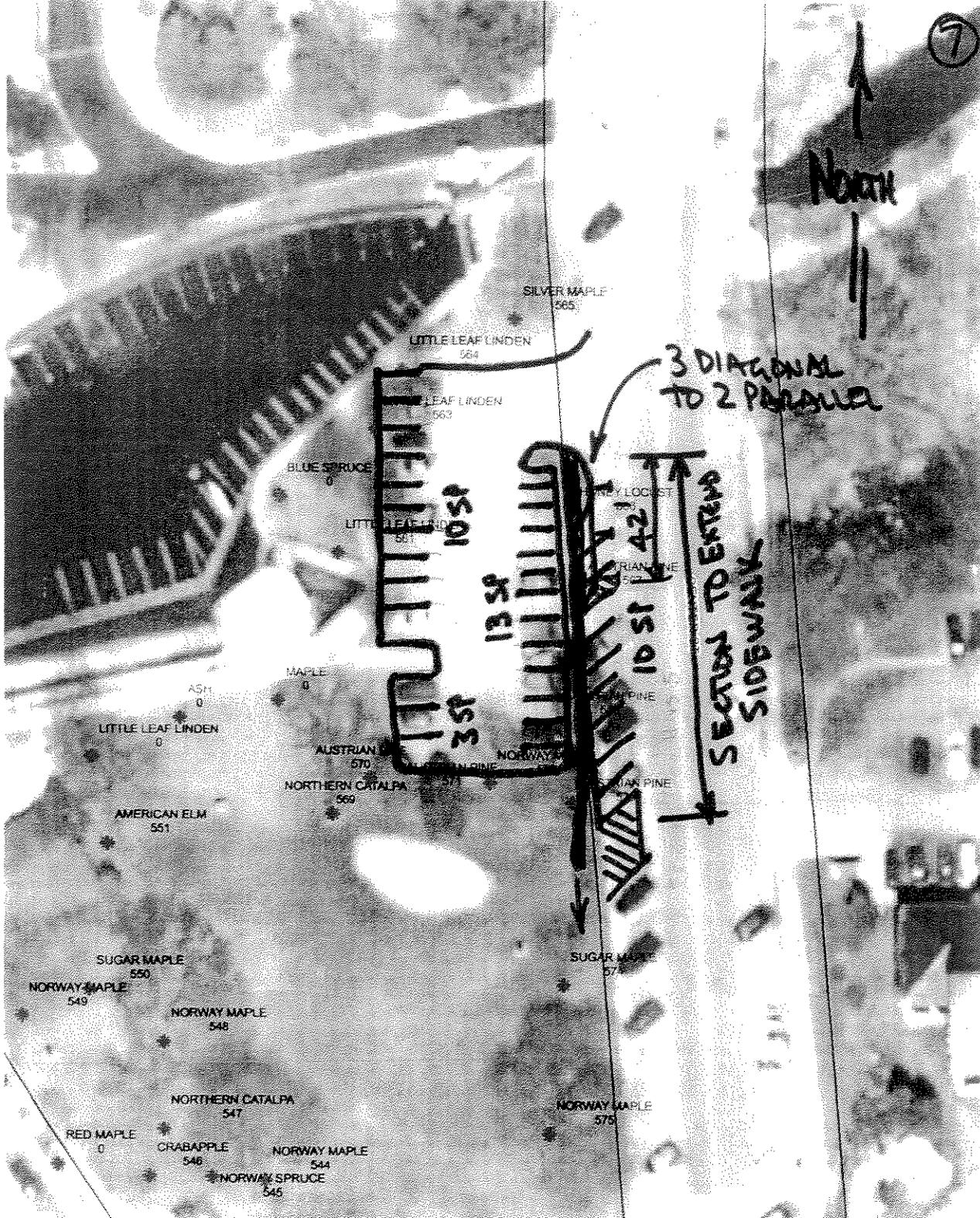
Cc: Jim Connors  
Dennis Jordan  
Ron Carstensen  
Cindy Borkhuis  
File



FLAT IRON PARK PARKING LOT  
+ SIDEWALK EXTENSION

(PRESENT LAYOUT)

DSW  
11-18-10

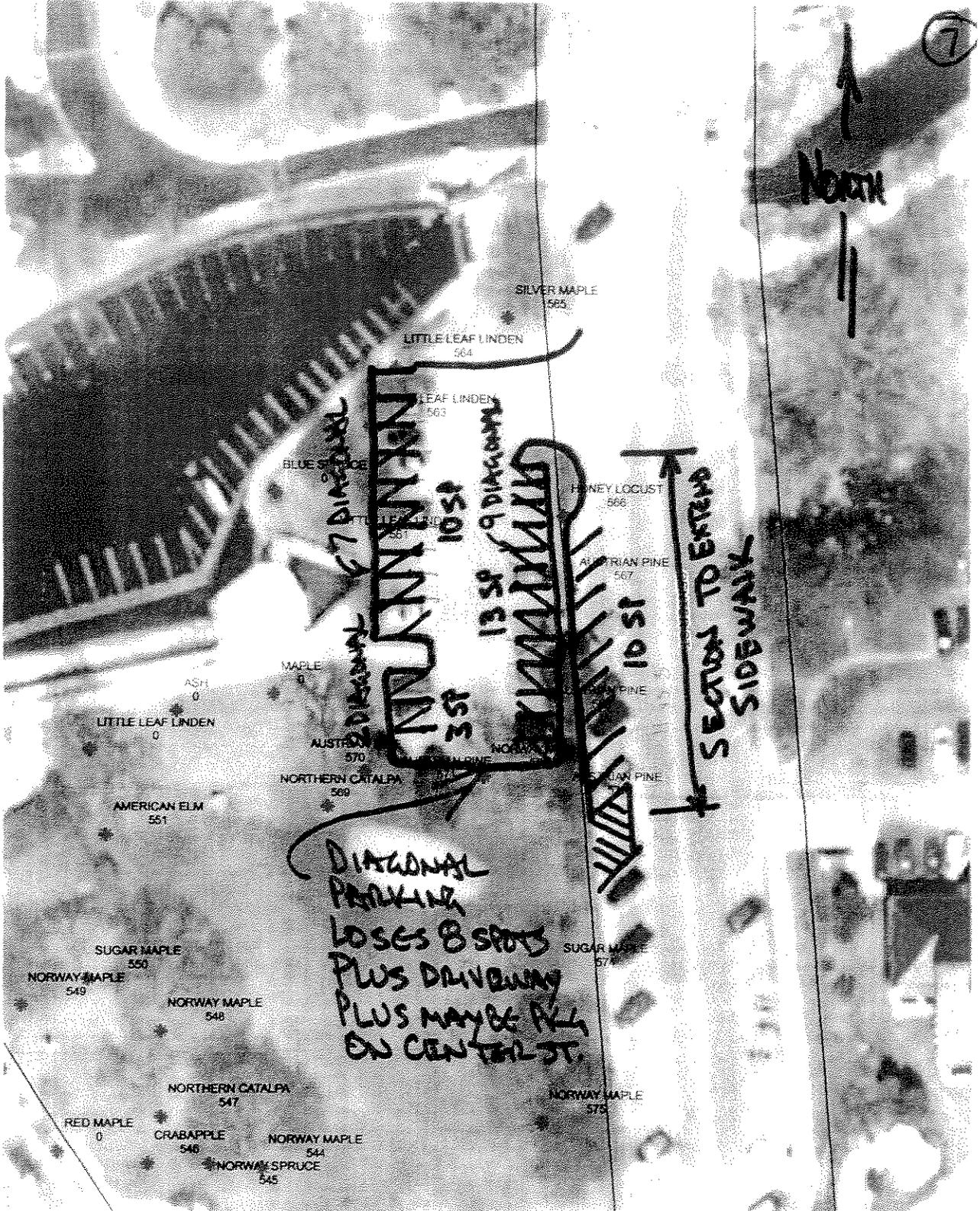


**FLAT IRON PARK PARKING LOT & SIDEWALK EXTENSION**

DSW  
11-18-10

- ALTERNATIVES:**
- 1) PARKING LOT DIAGONAL LOSES 6-8 SPOTS.
  - 2) WIDEN ISLAND ON CENTER STREET SIDE LOSES 5 SPOTS, AS DIAGONAL PKG. IS REPLACED WITH PARALLEL PKG.
  - 3) WIDEN THE ISLAND 42' ON CENTER STREET SIDE LOSES 1 SPOT, AS 3 DIAGONAL PKG ARE REPLACED BY 2 PARALLEL PKG. SPOTS

North



FLAT IRON PARK PARKING LOT  
 + SIDEWALK EXTENSION  
 (DIAGONAL PARKING IN LOT)

DSW  
 11-18-10

# CITY OF LAKE GENEVA



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

**TO:** MAYOR & COMMON COUNCIL

**FROM:** CITY CLERK *JN*

**DATE:** JANUARY 21, 2011

**RE:** CHAPTERS 1 AND 3 OF POLICY MANUAL

Please note that the updated copies of Chapters 1 and 3 of the City Policy Manual were previously distributed to the Mayor, Council, and administrative staff on January 17, 2011. In an effort to conserve paper resources, those documents have not been recopied for this Council packet. They will, however, be added to the Council Packet that is posted on the City's website so these items will be readily accessible to the public.

J.R.



## 1.1 GOALS AND GENERAL GUIDELINES

### I. PURPOSE

The goals and guidelines policy, originally part of the 1997 Purchasing Policy, lays out the Administrative rules and regulations regarding the procurement of products, projects and professional services. The City aims to receive the maximum value for each public dollar spent.

### II. DEPARTMENT RESPONSIBLE

The City Comptroller and City Administrator are responsible for ensuring that the policies set by the Common Council with regard to the expenditure of public funds are met by all City departments.

### III. COMMITTEE OVERSIGHT

The Finance, Licenses and Regulations (FLR) Committee is responsible for reviewing and updating this policy as deemed necessary. Final approval must be granted by the Common Council.

|                           |            |
|---------------------------|------------|
| Adopted by Common Council | 2/10/1997  |
| Amended by Common Council | ??/??/2011 |

## GOALS

The basic goals for the City's purchasing are:

- A. To comply with the legal requirements of public purchasing.
- B. To assure vendors that impartial and equal treatment will be offered to all who wish to do business with the City.
- C. To receive maximum value for each public dollar spent.
- D. To provide City departments with required products, projects and professional services at the time and place needed in the proper quantity and quality.
- E. To purchase only products, projects and professional services for which funds have been approved.
- F. To control expenditures.

## GENERAL GUIDELINES

These general guidelines should be considered Administrative rules and regulations and are to be adhered to by all departments in the procurement of projects, goods and services.

### **General Statement**

The City in all purchasing decisions reserves the right to accept the bid of the lowest responsible bidder. The City reserves the right to reject any or all bids, except those bids covered by State Statutes for public contracts. The determination of the most beneficial bid shall be recommended to the Common Council which shall make the final decision when required. The Council decision shall take precedence over all other local standards or restrictions. No bid awarded on purchases over \$10,000 is final until formally approved by the Common Council.

### **Local Buying**

It is the desire of the City to purchase from local vendors whenever possible. This can be accomplished by ~~insuring~~ ensuring that local vendors are included in the competitive shopping process. The City has a responsibility to its residents however, to ~~insure~~ ensure that the maximum value is obtained for each public dollar spent. It is assumed that local vendors who wish to do business with the City will offer the lowest possible quote for the item being purchased. Departments shall use due diligence in identifying local vendors who offer the particular products, projects or professional services being sought, and bids shall be sought from all local vendors who have been so identified.

## **Planning**

Planning for purchases shall be done on both a short-term and a long-term basis. Small orders and last minute purchases and services must be in larger quantities in order to obtain the maximum discounts possible. Planning will also cut down on the number of trips required to obtain materials and minimize the amount of clerical supervisory time spent on documenting purchases. The purchasing process begins with the preparation of the Annual Budget.

### **Standard Payment Terms**

The City's standard payment terms are net 30 days. This is to minimize prepaid checks. A list of allowable purchases for prepayment are listed in section 1.7 of this policy manual.

## **Overdrafts Prohibited**

No purchase will be authorized which would overdraft a budgetary account. Department Heads who are contemplating a purchase that will exceed a budgetary account shall contact the City Administrator or City Clerk Comptroller to ~~insure~~ ensure that provision is made for the necessary budget allocation prior to initiating the purchase. All expenses that are unbudgeted shall be approved by the Common Council, as shall all expenses made from any fund's contingency account. The City Comptroller will provide Department Heads with budget reports monthly to help minimize risk of overdrafts. Reports will be provided to the Common Council on a quarterly basis.

## **Buying Proper Quality**

Quality and service are just as important as price and it is the duty of the requisitioning department to secure the best quality for the purpose intended. Quality buying is the buying of goods or services that will meet, but not exceed, the requirements for which they are intended. In some instances the primary consideration is durability. With other purchases, it may be a question of immediate availability, ease of installation, frequency of repair or efficiency of operation that must be given primary consideration. In the case of motor vehicles and other capital expenditures, departments may want to investigate life cycle costs or EPA mileage ratings to compare bids as opposed to utilizing the price as the criterion for determining the lowest responsible bidder. It is the responsibility of each

Department Head to become familiar enough with the available equipment to determine the appropriate quality required in order to develop specifications.

### **Sales Tax**

The City is exempt from paying all state sales taxes or Federal Excise taxes. The City Clerk can provide the necessary exemption documents to any vendor upon request.

### **Public Access**

All specifications, bid documents, purchase orders and supporting documents are public records which will be made available to citizens, vendors or the media, upon request. All originals of documents are to be forwarded to the City Clerk's Office for final storage.

### **Endorsements**

It is City policy not to endorse or in any way permit an employee's name, position, or the City's name to be used and advertised as supporting a product or vendor.

### **Personal Purchases**

Purchases for employees by the City are prohibited. City employees are also prohibited from using the City's name or the employee's position to obtain special consideration in personal purchases.

### **Failure to Comply with Procedures**

Employees who fail to follow the bidding procedures shall be disciplined. Repeated failure to follow the bidding procedures or the purchasing policies in general shall be grounds for disciplinary action up to and including termination.

### **Uniform Commercial Code Compliance**

Contracts and purchases made by the City *may be governed* by the Uniform Commercial Code. This Code may impact the departments particularly in the area of inspection, testing

or problem resolution. The City Attorney shall be contacted regarding compliance with the Uniform Commercial Code.

### **Compliance with Ethics Laws**

Public officials and employees of the City shall comply with all federal, state and local laws regarding conflict of interest as well as ethics regarding all purchasing decisions.



## 1.2 PURCHASING PROCEDURES

### I. PURPOSE

This policy aims at regulating the degree of formality to be followed in the purchase of goods and services, depending on the costs of the items to be purchased.

### II. DEPARTMENT RESPONSIBLE

The City Comptroller and City Administrator are responsible for ensuring that the policies set by the Common Council with regard to the expenditure of public funds are met by all City departments.

### III. COMMITTEE OVERSIGHT

The Finance, Licenses and Regulations (FLR) Committee is responsible for reviewing and updating this policy as deemed necessary. Final approval must be granted by the Common Council.

|                           |            |
|---------------------------|------------|
| Adopted by Common Council | 2/10/1997  |
| Amended by Common Council | ??/??/2011 |

## PURCHASING PROCEDURES

The splitting of purchases into smaller orders to avoid these requirements is strictly prohibited. Good documentation and using extra caution to ~~insure~~ ensure that all vendors are treated fairly is in the City's best interest. The best advice in purchasing is to have a good paper trail and to treat all vendors fairly. All purchase requests are made via Municipal Software Incorporated (MSI) software.

### **Purchases Under \$500**

Department Heads are authorized to issue a purchase request directly to vendors for any purchase in the amount of \$500 or less that is in the departmental budget. The Department Head need not secure the approval of the City Administrator in order to make purchases in this price range. The City Administrator can reduce the amount that requires his/her approval for any department. It is the responsibility, however, of each Department Head to ~~insure~~ ensure complete control over this segment of the purchasing process. Department Heads shall designate employees who will be allowed to make purchases and to provide control procedures to ~~insure~~ ensure that all purchases are for legitimate public purposes, that monthly statements from vendors are reconciled, and that all purchases are accounted for.

### **Purchases from \$500 to \$10,000**

Purchase requests for goods or services having a value of \$500 to \$10,000 must be submitted for approval by the City Administrator prior to placing an order with a vendor. Before submitting a purchase request, Department Heads must obtain three (3) or more quotations for the goods or services required. It is the responsibility of the Department Head to ~~insure~~ ensure that the appropriate quotation form has been completed correctly and that funds are available in the appropriate account. For purchases less than \$2,500, the quotations may be obtained over the telephone utilizing the Telephone Quotation form. For purchases over \$2,500, a written Request of Quotation form must be mailed, emailed or faxed to the City Clerk. The purchase order awarding the purchase to the lowest responsible bidder shall then be forwarded to the City Administrator for his/her approval. The City Clerk Comptroller shall be empowered to act for the City Administrator in his/her absence.

If Department Heads are unable to secure three quotations, a notation explaining why less than three qualified vendors were available shall be made on the form, attached to the purchase order and forwarded to the City Administrator. The practice of "auctioneering" (disclosing to a vendor the price quoted by competitors) shall be cause for disciplinary action against an employee and cause for an ethics hearing against elected officials.

### **Purchases in Excess of \$10,000**

Department Heads anticipating the purchase of goods or services exceeding \$10,000 in value shall prepare specifications based upon standards appropriate to meet the City's needs. Specifications shall be forwarded to the City Administrator for review, comment and approval. Department Heads shall submit a list of such vendors along with the specifications. Upon City Administrator approval, the Department *Head* will then prepare the necessary bid package, public notices and advertisements to meet the City purchasing policy and will also send invitations to bid to pre-qualified vendors via the U.S. Postal Service, e-mail or fax. A bid packet containing an invitation to bid, specifications, and general bid documents will be sent to these vendors, as well as those that respond to the legal notice. When State prevailing wage requirements apply for projects over \$25,000, the City will incorporate conformance into bidding advertisements.

Formal bids will be advertised at least ten (10) business days prior to the bid opening date. The Bid Invitation shall be submitted to the City Clerk by 9:00 a.m. the day before the required advertisement date. After bids are opened, they will be turned over to the Department Head for review. The Department Head will prepare a written tabulation of all bids and draft a memorandum to the City Administrator, which will include the Department Head's recommendation for the bid award. All purchases over \$10,000 must be awarded by the Common Council at a Public Meeting. The recommendation made by the City Administrator to the Common Council shall include the acknowledgment (signature) of the City Clerk Comptroller that funds are available, as well as that of the Department Head who is seeking the expenditure. In the event that only one bid is received, the Common Council may choose to either accept the bid or leave the bid unopened and authorize a re-advertisement for bids. the bid will remain unopened and the City will re-advertise for bids.

For public works projects over \$25,000, the City must accept the lowest bid submitted. For all other projects, the award will normally be made to the low bidder meeting specifications. However, there may be instances when accepting the low bid is not in the

best interest of the City. When such a situation arises, it is incumbent upon the Department Head to thoroughly document the reasons why the low bidder should be disqualified or not selected. The City reserves the right to select a vendor based upon past service and experience with the vendor.

# Telephone Quotation Form

| Date | Time | Vendor | Contact Name | Contact Phone | Item | Quote | Notes |
|------|------|--------|--------------|---------------|------|-------|-------|
|      |      |        |              |               |      |       |       |
|      |      |        |              |               |      |       |       |
|      |      |        |              |               |      |       |       |
|      |      |        |              |               |      |       |       |
|      |      |        |              |               |      |       |       |
|      |      |        |              |               |      |       |       |
|      |      |        |              |               |      |       |       |



## 1.3 SPECIAL PROCUREMENT REQUIREMENTS

### I. PURPOSE

This policy provides guidelines for the occasions where the City may need to purchase goods or services under circumstances which do not clearly fit the patterns of normal public procurement and for which normal competitive shopping procedures do not apply.

### II. DEPARTMENT RESPONSIBLE

The City Comptroller and City Administrator are responsible for ensuring that the policies set by the Common Council with regard to the expenditure of public funds are met by all City departments.

### III. COMMITTEE OVERSIGHT

The Finance, Licenses and Regulations (FLR) Committee is responsible for reviewing and updating this policy as deemed necessary. Final approval must be granted by the Common Council.

|                           |            |
|---------------------------|------------|
| Adopted by Common Council | 2/10/1997  |
| Amended by Common Council | ??/??/2011 |

## SPECIAL PROCUREMENT REQUIREMENTS

### **Sole Source**

In the event that there is only one vendor capable of providing a particular good or service, then the competitive shopping procedures outlined in this manual may be waived by the City Administrator. Whenever a Department Head determines that ~~they~~ *he/she* must purchase goods or services from a "sole source vendor", the Department Head shall document why only one company or individual is capable of providing the goods or services required. The documentation shall be attached to the purchase request.

### **Cooperative Procurement Programs**

Department Heads are encouraged to use cooperative purchasing programs sponsored by the State of Wisconsin or other jurisdictions. Cooperative purchasing can prove advantageous to the City by relieving Department Heads of the paper work necessary to document the purchase and by taking advantage of the large quantity purchases made by State Government. Purchases made through these programs have met the requirements of competitive shopping and require no further documentation. Department Heads are encouraged to check with the State regarding cooperative procurement contracts in effect prior to making any large purchase. Any purchase made over \$2,500 shall include the price from the State bid list, if available.

The City Clerk shall maintain a listing of all commodities and products available on the State Cooperative Purchasing Program (Vendor.Net). The City Clerk will also furnish to the departments the listing of state bid items as they become available to the City.

The departments are also authorized to purchase items from the State Surplus Property Unit as sole source purchases.

### **Professional Services**

Normal competitive procedures cannot always be utilized in securing ~~the~~ professional services such as attorneys, engineers, certified public accountants, planners, and other professional people who, in keeping with the standards of their discipline, will not enter into a competitive bidding process.

A Request for Proposal (RFP) can be prepared much the same was way as specifications including requirements and minimum standards for the services to be provided. RFP's shall be submitted to the City Administrator for review and approval prior to distribution. When an RFP for professional services is approved, a limited number of qualified professionals known to the City will be invited to submit a proposal setting forth their interest, qualifications, and how they can meet the City's needs. In securing professional services it is the primary goal of the City to obtain the services of a professional who has a proven record of providing, in a professional way, those services required. A contract will be negotiated with the professional deemed to best meet the City's needs.

### ***Maintenance and Service Contracts***

*Long term maintenance and service contracts shall be awarded after receiving at least 3 competitive bids. In securing professional services it is the primary goal of the City to obtain the services of a professional who has a proven record of providing, in a professional way, those services required. City staff will check and verify references for any new vendor prior to Council action on these contracts. A contract will be negotiated with the professional deemed to best meet the City's needs.*

### **Emergency Purchases**

The bid procedures outlined in this manual may be waived under emergency conditions when a delay may threaten the basic mission of a department. True emergency situations are rare. Occasionally, equipment will require emergency repairs or other circumstances will necessitate emergency purchasing which cannot await compliance with these regulations. Department Heads faced with an emergency purchase are to notify the City Administrator as quickly as possible.

### **Starting Banks**

*Petty cash accounts are prohibited, with the exception of the Police Department and City Lake Geneva Public Library. Some departments may have a cash drawer starting bank with its primary use for making change. All reconciliations and reports shall be submitted to the Treasurer on a monthly basis by no later than the fifteenth (15<sup>th</sup>) day of the following calendar month.*

## **Purchase of Used Equipment**

While new equipment is preferred, used equipment should be considered:

- A. When price is of prime importance and the difference in cost between new and used is significant.
- B. Where equipment will be used infrequently, for a limited time, for training or for auxiliary operations.
- C. When better delivery is essential.

The purchase of used equipment requires careful shopping and the requisitioning department shall make every effort to secure a warranty or guarantee that the equipment will perform as needed and that service or replacement parts are reasonably available. The purchase of used equipment shall follow all procedures outlined in Article 3.

## **Recycled Materials**

When and where feasible, the City of Lake Geneva shall give consideration in its bidding and purchasing procedures for products manufactured using post-consumer recovered materials. The quantity of recovered materials used in the final product shall be comparable with products made from virgin materials. Departments are urged to incorporate into specifications the use of recycled materials whenever possible.

The City may give preference to products that contain recovered materials, providing the bid or purchase price does not exceed the lowest price by more than two and one-half percent (2 and ½%) or \$2,500, whichever is less.

## **Purchase of American Products**

~~For purchases in excess of \$2500,~~ The purchasing department is encouraged to select products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.

## **Insurance Requirements**

The following provisions apply to all purchasing.

- A. The specifications for any construction or service contract shall include the insurance requirements as established by the City. Any bid not in compliance with those requirements shall be considered non-responsive.

- B. The City Clerk shall review the recommended bidder's insurance documentation to determine compliance prior to approval by the Council if possible. If the review can only be completed after Council approval, the contract shall not be awarded until compliance is determined. If insurance compliance problems develop after the contract has been approved, then the City Attorney shall be contacted to determine what options exist.

### **Compliance with Other Regulations**

If the project, item or equipment is being funded by a federal or state grant and/or federal or state regulations would be in conflict with these policies, then the federal or state requirements would apply. In all instances the City shall comply with state and federal laws regarding purchasing.

### **Complaints**

It is anticipated that complaints about the City's purchasing and purchasing policies shall be placed in writing and investigated by the ~~will be directed to Council Members or the City Administrator.~~ In order to ~~insure~~ *ensure* that the complaints are handled in the most appropriate manner, ~~complaints about the City's purchasing procedures shall be placed in writing and shall be directed to the City Administrator.~~ the City Administrator shall investigate all complaints and report the results of the investigation to the ~~Common Council~~ Finance, License and Regulations Committee, the Common Council, and complainant.

### **Credit Card Policy**

City of Lake Geneva credit cards are to be used for reservations, items where it is in the best interest of the city ~~of~~ *to* purchase online because of cost savings, and for limited purchases when the Department Head deems it necessary. After making a credit card purchase, the Department Head must submit an *itemized* receipt showing the item purchased by the credit card, general ledger account the payment is to come from, and Department Head's approval to the accounting office. Once the credit card bill is received by the accounting department, receipts will be matched to the bill. No payments will be made without accompanying approval by the Department Head. Credit card bills *may* be pre-paid in order to avoid finance charges. *A packing slip shall also be included with receipt submission when applicable.*



## 1.4 BIDDING SPECIFICATIONS

### I. PURPOSE

This policy provides specifications regarding formal competitive bidding.

### II. DEPARTMENT RESPONSIBLE

The City Comptroller and City Administrator are responsible for ensuring that the policies set by the Common Council with regard to the expenditure of public funds are met by all City departments.

### III. COMMITTEE OVERSIGHT

The Finance, Licenses and Regulations (FLR) Committee is responsible for reviewing and updating this policy as deemed necessary. Final approval must be granted by the Common Council.

|                           |            |
|---------------------------|------------|
| Adopted by Common Council | 2/10/1997  |
| Amended by Common Council | ??/??/2011 |

## SPECIFICATIONS

### **Formal Competitive Bidding**

When goods or services are bought under the formal competitive bidding process, specifications must be prepared. Specifications, regardless of the type, shall do four things:

- A. Identify minimum requirements;
- B. Allow for a competitive bid;
- C. Be capable of objective review; and
- D. Provide for an equitable award at the lowest possible cost.

### **General Guidelines**

Specifications should promote competition. Specifications shall be written with clear, simple language, free of vague terms or those subject to variation in interpretation.

If the specifications include optional goods or services that all vendors may not meet, then they need to be separately identified on the bid specifications so that the base cost of the bid can be clearly identified compared to the cost of the options. If options are included in the bid, then a bid tabulation report shall identify the different costs of the options.

### **Types of Specifications**

There are several ways of structuring specifications to protect the integrity of the purchasing process and to ~~insure~~ ensure that the needs of the City are met. Different methods of structuring specifications include:

- A. Qualified Products or Acceptable Brands List. These lists are developed only where it is not possible to write specifications adequate to identify the quality and performance required of the goods or services to be purchased. Acceptable brand lists are also used when tests necessary to determine compliance with technical specifications are lengthy, costly or require complicated technical equipment.
- B. Specification by Brand or Trade Name. ~~Brand or trade names should be used where brand name products have been found to be superior to others for the purpose intended, or when their composition is secret, unknown or patented.~~ Brand names

or trade names may be used to establish a baseline for comparison of the quality of alternative company products. The use of brand names establishes a quality standard, but is not intended to limit or eliminate competition. Whenever this method of establishing specifications is used, the specifications shall specifically provide for bidding of competitive or equal grades. It is incumbent upon a vendor who bids on goods of supposed equal quality to those specified to document that the goods or services that the vendor is bidding are, in fact, of equal quality. Vendors who bid on goods of supposed equal quality to those specified would be required to document that such goods are of equal or superior quality.

- C. Specifications by Blueprint or Dimension Sheet. Specifications of construction projects for everything from buildings and streets to custom built cabinets, furniture, machines or other equipment shall be written to reference the blueprints or dimension sheets prepared by the engineer or architect. Such specifications provide an appropriate method of evaluating all bids, and later of verifying the quality of the construction work or the equipment or fixtures delivered.
- D. Specifications by Chemical Analysis or Physical Properties. Specifications which include the chemical analysis or physical properties of the goods requested clearly place responsibility on the supplier to provide exactly those items requested. Again, care must be taken in preparing specifications utilizing this method to ~~insure~~ ensure that competition remains a part of the bidding process. If the specifications are drawn too narrowly and only one bidder is qualified to meet the technical specifications, the cost of obtaining these items may be higher than necessary due to the lack of competition.
- E. Specifications by Performance Purpose or Use. Specifications which include a set of performance criteria for the goods or services required will provide flexibility for vendors to design products or programs specifically aimed at meeting the purpose or performance standards the City has established. Generally, specifications which center on performance standards generate a great deal of competition since they allow vendors to exercise some creativity in the types of services or goods included in their bids. Department Heads are cautioned to exercise care by including some specific technical specifications which will provide a floor or bottom line quality determination. The use of performance specifications without minimum standards could result in items being installed, paid for, and later determined not to meet City expectations. It can then be very difficult to go back to a vendor and argue that the item bid did not meet the performance criteria established. At that point the determination of satisfactory performance can become extremely subjective, with the vendor insisting that his/her item is acceptable even though actual experience indicates otherwise.
- F. Specifications by Identification with Industry Standards. Specifications will often refer to industry-wide standards or the standards set by other public jurisdictions. Some examples of these would be lumber grading, standards set by the asphalt or

concrete industries or by referencing standard specifications of the Wisconsin Department of Transportation or other State or Federal agencies.

- G. Specifications by Samples. Whenever appropriate, a sample is always a good way to make your requirements perfectly clear. A good example would be printing bids for which art work or an existing form would be attached. Whenever samples are utilized, Department Heads shall provide an adequate supply so that originals can be sent with all bid invitations and some maintained in the file for vendors who request bidding.



## 1.5 DELIVERY, PERFORMANCE AND INSPECTION

### I. PURPOSE

This policy establishes the delivery, performance and inspection expectations and procedures of goods and services purchased by the City.

### II. DEPARTMENT RESPONSIBLE

The City Comptroller and City Administrator are responsible for ensuring that the policies set by the Common Council with regard to the expenditure of public funds are met by all City departments.

### III. COMMITTEE OVERSIGHT

The Finance, Licenses and Regulations (FLR) Committee is responsible for reviewing and updating this policy as deemed necessary. Final approval must be granted by the Common Council.

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|---------------------------|------------|
| Adopted by Common Council | 2/10/1997  |
| Amended by Common Council | ??/??/2011 |

## DELIVERY AND PERFORMANCE

A contract or purchase order that is complete in all respects and that is accepted by the parties concerned still must produce the intended results or objectives before it can be considered a successful or completed purchase. The terms and conditions must clearly define the delivery and performance requirements of the services, supplies or equipment.

The importance of the delivery schedule shall be emphasized to the vendor. Delivery requirements must be clearly written and fully understood by all contract participants. If several items are required by the contract, there may be a different delivery schedule for each transaction, such as receipt of order by the vendor. It is also important that the Department clearly show the place for delivery and the receiving time schedule at the delivery points. If there are liquidated damages for non-delivery or late delivery, call these terms to the attention of the vendor and stress their importance. All parties should know where the material will be accepted – f.o.b. origin or destination. The City declares f.o.b. destination as the preferred method. In determining delivery locations, the Department shall analyze each specific location in respect to product, cost, timeliness and other relative factors. If the shipment is “f.o.b. destination,” the vendor is responsible for assisting with the settlement of the claim and for full replacement of the damaged items. Payment will be withheld until the claims are settled.

### **FOLLOW UP AND EXPEDITING**

Follow-up normally applies to the monitoring of the delivery schedules to assure compliance. Expediting, in the purest sense, involves an attempt to improve or to reduce the contractually stipulated delivery time for various reasons, and the vendor is not legally obligated to comply.

The primary objectives of the follow-up function are:

- A. To assure full compliance by the vendor;
- B. To develop documentation for future evaluation of the vendor's performance.

The early detection of possible delivery delays will provide the City with a greater opportunity for resolving the problem and for developing satisfactory alternatives. The

initial follow-up action would be to reaffirm the delivery schedule and to establish proper liaison with the seller's representative. If delivery problems do develop, contact the vendor for assistance.

## **DELINQUENT DELIVERIES**

When follow-up efforts have failed and the deliveries have become delinquent, one of two actions must be taken:

- A. Authorize additional time for delivery; or
- B. Consult with City Administrator and Attorney prior to cancelling order and seeking other sources.

In making the decision as to which of these actions shall be taken, several factors must be considered:

- A. Needs and requirements of the City;
- B. Agreements with the vendor;
- C. Availability of the items and cost from other sources; and
- D. The time it would take for delivery if reordered from another source.

In all cases, the reasons for delinquent deliveries shall be documented. The reasons shall be inputted into the MSI software's Vendor Comments section as well as placed in the vendor A/P file. This information may be needed in evaluating future bids submitted by that particular vendor.

## **PARTIAL DELIVERIES**

~~Some purchase orders may list several items. In this event it may be possible for the vendor to complete timely delivery on some of the items, which would be referred to as "partial deliveries" on the complete bid. The City will pay for purchase order items upon acquisition. In this event, partial deliveries are authorized. However, if outstanding purchase order items are essential to the functionality of the item (i.e. wheels to a purchased tractor), partial payments shall not be authorized, and the purchase order will be paid in full upon final delivery. It is the City's practice to pay for purchased items only upon the complete delivery of the total order.~~

## **SUBSTITUTION**

To meet the contractual delivery schedule, it may be appropriate in some situations to consider substitute items. The specifications shall cover this eventuality and would govern the legality of the transaction. However, substitutions may be necessary, regardless of the specifications, if it is absolutely necessary for the City to have the material by a specific date. Other reasons for substitution may be design changes, raw material shortages, and health and safety priorities.

Whenever substitutions are necessary, due to shortcomings of the vendor, it is the responsibility of the purchaser to seek the best value when substituting items. This action will serve to meet the legal requirements of the contract and to discourage future substitutions by the same vendor. In addition, this action will serve notice on the other bidders that no favoritism was shown and that compliance with specifications is expected from all vendors.

## **NONPERFORMANCE**

Should the vendor fail to meet any requirement of the specifications, the vendor can be cited for nonperformance. The seriousness of nonperformance must be evaluated based on the circumstances surrounding each violation. However, there should always be some recourse to the City when a vendor fails to perform, in accordance with the terms and conditions. These include:

- A. The City may exercise its rights under a liquidated damages clause or under the terms of a performance bond.
- B. The City may obtain the needed items from another source and charge the delinquent vendor the excess difference in cost. A revised delivery schedule with the vendor may be the best remedy.
- C. The City may terminate the contract for default if it is in the best interest of the City and provided that the items can be obtained under more favorable conditions from other sources.
- D. The City Administrator shall be notified in writing by any department that experiences nonperformance problems.
- E. In some instances, recourse in the case of nonperformance in connection with the purchase of goods may be governed by the Uniform Commercial code concerning rejection, revocation of acceptance, and the seller's right to cure with respect to defective or nonconforming goods.

## INSPECTION

Human lives as well as the success of expensive projects may depend upon how well the purchased items meet the design and performance specifications included in the bid package. Goods and materials shall be checked at the time of receipt to detect any damage or defects. The inspection also includes assuring that material is in compliance with the specifications.

A variety of tests may be conducted as a necessity for determining if the merchandise meets specifications. Certain forms of inspection and testing will only be conducted on a percentage of the items, as the procedure followed may make the items unusable. Inspection and testing may be performed at origin or destination. These tests are classified as sampling, chemical/lab, functional, and endurance tests. In some cases a certification of compliance will be accepted. All requirements for inspection and testing must be clearly stated in the specifications. Both inspection and testing are costly, but the benefits far outweigh the expense when defects can be detected before they cause loss of life, injury or equipment failure. Inspection, testing and acceptance are conclusive, except for latent defects or fraud.

### **Reports, Rejection and Return Authorization**

Whenever an inspection is performed, all reports to properly support claims or actions must be thoroughly documented. Sufficient time should be scheduled to allow for an inspection immediately upon arrival of the goods, taking into consideration required tests as necessary.

Goods shall be inspected for damage, quantity, quality, price, and for all other requirements listed in the specifications. A copy of the inspection report will normally be used to substantiate payment for the goods and verification of receipt.

In the event of rejection, for whatever purpose, certain steps must be taken to inform and to protect the rights of the vendor as well as of the City. Reasons for rejection must be listed and these reasons shall reference specific requirements of the contract.

## **Damage during Shipment**

One of the major reasons for inspection at the time of receipt is to detect any visible damage. It's important that all damage be completely described on the receiving report. Any evidence of concealed damage shall also be noted at this time. This notation is necessary to support the filing of damage claims against the carrier. The carrier shall be notified immediately, and a joint inspection should be scheduled with the carrier's representative.

When it is apparent that the extent of the damage causes the goods to be worthless, they shall not be accepted.

## **Latent Defects**

Latent defects may be the result of damages in transit or of failure of the manufacturer to conform to specifications. Consequently, it is sometimes very difficult to fix responsibility for the defective material. If the carrier is suspected to be the one at fault, then the carrier's representative should be invited to come in for a joint inspection. Subsequently, a claim describing the situation shall be filed with the respective carrier.

A similar procedure shall be followed if the vendor/manufacturer is suspected to be at fault. The importance of "f.o.b. destination" shipments shall be reiterated at this point, for on such shipments, the vendors are responsible for rectifying the situation or for correcting the defect. If specific liability for the defect cannot be determined between the carrier, the vendor, or the manufacturer, the City may have to file a claim against all parties, seeking their cooperation in resolving the situation.

**1.6 DISPOSAL OF SURPLUS GOODS****I. PURPOSE**

The City is interested in full realization of the value of goods it purchases. This policy is aimed at making sure all surpluses are disposed of to the economic advantage of the City.

**II. DEPARTMENT RESPONSIBLE**

The City Comptroller and City Administrator are responsible for ensuring that the policies set by the Common Council with regard to the expenditure of public funds are met by all City departments.

**III. COMMITTEE OVERSIGHT**

The Finance, Licenses and Regulations (FLR) Committee is responsible for reviewing and updating this policy as deemed necessary. Final approval must be granted by the Common Council.

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|---------------------------|------------|
| Adopted by Common Council | 2/10/1997  |
| Amended by Common Council | ??/??/2011 |

## DISPOSAL OF SURPLUS GOODS

Goods can become obsolete or wear out and, occasionally, it turns out they are overstocked. Changing technology, accumulation of “waste,” and fulfillment of the “useful” life of goods makes the activity of handling surplus inevitable. Competitive bidding on surplus, obsolete or usable goods is required. This may be achieved through sealed bids, auction or open market sales. All items sold via competitive bidding shall be sold on an “as is” basis with no expressed warranty. The disposal of all goods requires the approval of the Common Council. All proceeds from sale of surplus goods shall be returned to the General Fund.



## 1.7 ACCOUNTS PAYABLE

### I. PURPOSE

This policy sets the procedure for writing and disbursing regular and prepaid checks.

### II. DEPARTMENT RESPONSIBLE

The City Comptroller and City Administrator are responsible for ensuring that the policies set by the Common Council with regard to the expenditure of public funds are met by all City departments.

### III. COMMITTEE OVERSIGHT

The Finance, Licenses and Regulations (FLR) Committee is responsible for reviewing and updating this policy as deemed necessary. Final approval must be granted by the Common Council.

|                           |            |
|---------------------------|------------|
| Adopted by Common Council | 2/10/1997  |
| Amended by Common Council | ??/??/2011 |

## ACCOUNTS PAYABLE

### **Accounts Payable REGULAR Check Policy**

Any AP invoices not defined in the Prepaid Check Policy shall be considered under this Regular Check Policy. Checks are written and mailed out the day after each Common Council meeting where they are approved for disbursement.

#### **TIMING:**

All invoices and request for checks must be submitted to the Accounting Department by noon on the Monday of the week before the regular Council meeting. Invoices that must be approved by the Police & Fire Commission or the Library Board must be received in Accounting by the Friday before the scheduled meeting. Any exceptions to this must have written approval by the Comptroller. It is strongly encouraged to submit invoices on an ongoing periodic basis to eliminate the flood of invoices submitted right before due dates.

#### **CODING:**

Invoices submitted must be stamped with the A/P stamp and coded. Coding includes highlighting the invoice number, invoice date and amount to be paid. This eliminates any confusion when entering the invoice into the A/P system. Completing the stamp information will include the account number(s) to be charged and a brief description of the purchased item(s). When multiple items are listed on one invoice, use the descriptions of the most expensive items. If a Purchase Order was issued for this purchase, it should be noted on the stamp. Any packing slips should be attached to the invoice. The Accounts Payable files are the official City files for purchases and all pertinent documentation should be attached. These files are retained for at least seven years. After the retention period has passed and the documents are determined to be obsolete, these files shall be disposed of in a secure manner.

The A/P stamp is below:

|                     |
|---------------------|
| DATE APPROVED _____ |
| APPROVED BY _____   |
| ACCOUNT #(S) _____  |
| DESCRIPTION _____   |
| PO # _____          |

## APPROVALS:

All bills must be approved by the Department Head. By approving the invoice, you are attesting that the item was received in good condition and that the correct price was charged. The City Purchasing Policy must be followed as to the requirements for quotes, Purchase Orders and Administrator approval. If a check is needed but no invoice is available, the "Request for Check" form should be used. All supporting documentation should be attached.

No checks will be cut from Statements. Only original invoices are to be submitted for payment. If a remittance envelope comes with the invoice, the envelope should be submitted along with the invoice to the Accounting Department. Duplicate copies of invoices are not necessary, and they should be destroyed.

### **Accounts Payable PREPAID Check Policy**

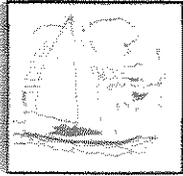
Prepaid checks are those items where payment is required sooner than the two (per month) regular payment dates (which follow each Council meeting). These checks will be mailed out on Fridays and must be submitted to the Accounting Department by Thursday at noon.

As stated in the Municipal Code Section 2-361(d), Prepaid Claims are defined as:

1. Invoices which will incur late payment penalties
2. Invoices where discounts are available
3. Payroll liabilities
4. Utility payments
5. Tax settlements
6. Union contractual items for reimbursements and uniform allowances.

Requests for payment of invoices not covered in the above list require the written approval of the City Administrator. It is the intent to reduce the number of prepaid checks to emergency situations whenever possible.

All invoices submitted must be coded and approved as stated in the Regular Check Policy. Documented verbal approval is acceptable via phone when the individual is not able to be present. If no authorized party is available, a written Executive Order by the Mayor explaining the circumstances must accompany the approval.

**1.8 INVESTMENTS****I. PURPOSE**

To establish investment objectives; to delegate authority for the execution and reporting of investments; to establish standards of prudence; to establish standards for depositories; to set and establish collateral requirements; and to identify permitted investments that conform to all state and local statutes governing the investment of public funds.

**II. DEPARTMENT RESPONSIBLE**

The City Comptroller, City Treasurer, and City Administrator are responsible for ensuring that the investing policies set by the Common Council with regard to the investment and safeguarding of public funds are met.

**III. COMMITTEE OVERSIGHT**

The Finance, Licenses and Regulations (FLR) Committee is responsible for reviewing and updating this policy as deemed necessary. The listing of authorized financial dealers and institutions shall be adopted annually by resolution at the organizational meeting of the Common Council. Final approval of all changes must be granted by the Common Council.

|                           |            |
|---------------------------|------------|
| Adopted by Common Council | 1/26/2009  |
| Amended by Common Council | ??/??/2011 |

## INVESTMENTS POLICY

**Relevant State Statutes:** WI Stats 66.0603 on Investments and 34.01 on governing boards.

**Strategic Goals and Objectives met with this policy:** The City's investment strategy is to earn market average rate of return as measured by the six-month U.S. Treasury bills.

### **INVESTMENT OBJECTIVES**

The primary objectives of the City's investment activities are listed below, in priority order. Strategies for attaining these objectives are provided later in the policy.

- (a) **Legal** Implementation of this policy must conform with all applicable federal, state and other legal requirements.
- (b) **Safety** Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.
- (c) **Liquidity** The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.
- (d) **Return on Investment** The City's investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the City's investment risk constraints and the cash flow characteristics of the portfolio.
- (e) **Interest Income** Earn enough interest to meet budgeted goals for income contribution.

### **INVESTMENT CONSTRAINTS**

Attaining a return on investment involves investment risk. The City has considered the following types of investment risk in forming the strategies for this policy:

- (a) **Investment Rate or Market Risk.** Interest Rate Risk is defined as the risk to earning or capital resulting from adverse movements in interest rates. Longer-term, fixed-rate securities have greater interest rate risk than shorter-term securities. Market Risk is finding the price of a security unattractive because of market conditions. The City needs to diversify its investment holdings to minimize this risk.
- (b) **Liquidity Risk.** The City needs to hold investments in such a mix as to maintain standby liquidity, or the capacity to meet unanticipated cash requirements. This

can be done by exchanging an asset for cash, having sufficiently liquid or short-term securities that mature in a very short time or by having quick, reliable sources of borrowing.

- (c) **Default and Custodial Credit Risk.** These risks are involved when success depends on the performance of a counterparty, issuer, or borrower. These external parties can be broker/dealers or safekeeping agents and entities that borrow money, including other municipalities. Since safety is one of the top priorities, the City will choose investments that have a lower default or credit risk and requires agreements that will fully collateralize the City's assets.

## **INVESTMENT STRATEGIES**

### Authorized Investments

The investment of all City funds shall be in accordance with s. 34.01(1) and 66.0603 Wis. Stats. and consists of the following types of securities:

- (a) **Certificates of Deposit.** City funds may be invested in certificates of deposit, (CDs), maturing within 36 months or less from the date of investment, issued by any bank or savings and loan association which are is authorized to do business in Wisconsin and are is federally insured. The financial institution must have been designated a public depository of the City by resolution of the Common Council. The City may invest in the CDARS (Certificate of Deposit Account Registry Service) program for maximum collateralization of investment, through any of the approved financial institutions that offer this program.
- (b) **Government Bonds and Securities.** City funds may be invested in United States of America government bonds or securities which are direct obligations of the federal government, where principal and interest are guaranteed by the federal government. City funds may also be invested in US Government – sponsored Enterprises (GSEs), limited to FNMA (FannieMaes) and FRDMC (FreddieMacs) debt securities, which carry an implicit guarantee by the federal government. The maturities are to match anticipated cash flow needs. The securities must be purchased through financial institutions approved for that purpose by the Common Council, and placed in safekeeping in a segregated account in the City's name at any designated public depository or approved financial institution.
- (c) **Government Pools.** City funds may be invested in the State of Wisconsin Local Government Investment Pool, or the League of Wisconsin Municipalities Wisconsin Investment Trust, or the Wisconsin Treasurer's Trust Fund.
- (d) **Sweep Repurchase Agreements.** This agreement corresponds to a checking account where liquidity is the key attribute. It must be fully collateralized with US Government –backed securities or securities held in the City's name. No substitution of securities will be allowed. The custodian shall be a party other than the trading partner. All repurchase agreements must be entered into subject to a Master Repurchase Agreement.
- (e) **Municipal Money Market Accounts.** It must be fully collateralized with US Government –backed securities or securities held in the City's name. No

substitution of securities will be allowed. The custodian shall be a party other than the trading partner.

- (f) **Sweep Accounts (also referred to as zero balance accounts).** The City may invest in zero balance accounts for the purpose of segregating payment activity for payroll and health and pharmaceutical *claims*. These are not expected to earn income, but are an authorized use of funds. This may also refer to authorizing funds to be transferred between accounts within an authorized financial institution to a money market account (for example) in order to earn funds temporarily not needed.
- (g) **Checking Accounts.** The City may invest funds in a checking account, which may or may not earn interest but will facilitate the general payment activity of the City. The account must be fully collateralized with US Government – backed securities or securities held in the City’s name. Consideration may be given to FDIC insurance (\$250,000) and the State appropriation (Stats 20.144 (1) (a) and 34.08) (\$400,000).

#### Prohibited Investments

Investments of City funds are limited to the investment vehicles specifically identified in this Policy. Investment of City funds is expressly prohibited in the following:

- (a) commodity trading, including all futures contracts
- (b) purchase of letter stock
- (c) short selling
- (d) option trading
- (e) foreign securities
- (f) collateralized mortgage obligation bonds (CMOs, MBSs, SIVs)
- (g) bonds and securities not guaranteed by the federal government , except GSE issues

#### Safekeeping and Custody

All security transactions entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third party custodian designated by the Common Council and evidenced by safekeeping receipts.

The custodial agreement shall provide that securities held by a bank or trust company, or agent of and custodian for the City, will be kept separate and apart from the general assets of the custodial bank and trust company and will not, in any circumstances, be comingled with or become part of the backing for any other deposits or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such agreement shall include all provisions necessary to provide the City a perfected interest in the securities.

### Diversification

The City will diversify its investments by security type and institution. With the exception of U. S. Treasury securities and authorized pools, no more than 25% of the City's total investment portfolio in any particular fund shall be invested in a single security type with a single financial institution. The percentage held at the LGIP may be as high as ~~50%~~ 90%.

### Maximum Maturities

Investment maturities must match anticipated cash flow requirements. Unless matched to a specific cash flow or maturity, the City will not directly invest in securities maturing more than two years from the date of purchase.

Reserve funds may be invested in securities exceeding two years if the maturity of such investments are made to coincide with the expected use of the funds. Documentation must be kept of the reason for exceeding this two year limit.

### Delegation of Authority

Pursuant to s. 34.01(1) and 66.0603 Wis. Stats, the Common Council is responsible for the investment of City funds. The Common Council designates the Finance, License & Regulation Committee to recommend investment policies and procedures for Council adoption. The Mayor and Council shall direct implementation of this adopted investment policy.

The City Administrator is responsible for implementation of the investment policies and procedures as adopted by the Common Council. The City Administrator shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate employees.

The City Administrator may employ the services of a Registered Investment Advisor or a Chartered Financial Advisor with prior approval of the Common Council. Said financial advisor shall be compensated based on a fee for service versus a commission basis.

### The Standard of Prudence

Investments shall be made with judgment and care under circumstances then prevailing which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The Standard of Prudence to be used in investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

#### Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Mayor and the Finance, License & Regulation Committee any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/ investment positions that could be related to the performance of the City’s portfolio. Employees and officers shall *refrain from undertaking* personal investment transactions *similar* to those of the City, particularly with regard to the time of purchase and sales.

#### Authorized Financial Dealers and Institutions

The Common Council shall annually, at its reorganization meeting in April, adopt resolutions that identify financial institutions authorized to provide investment services. Resolutions shall also be adopted that identify any broker/dealers that may qualify to become bidders for City investment transactions. These may include “primary” dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C-1. No public deposit shall be made except in a qualified public depository as established by state laws. *The City Clerk shall maintain a current and historical listing of all banks and trust companies authorized for the deposit of City monies. This designation will be voted on annually at the organizational meeting of the Common Council.*

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the City Comptroller with the following: audited financial statements/ resumes on each broker/dealer, Compliance Officer and Registered Principle: proof of National Association of Security Dealers certification, trading resolution, proof of state registration, completed broker/dealer questionnaire, certification of having read the City’s investment policy and depository contracts.

A current audited financial statement is required to be on file for each financial institution and broker/dealer in which the City deposits funds.

#### Internal Control and Reporting

The City Administrator shall establish an annual process of independent review by an external auditor. The auditor will assess internal controls and compliance with these investment policies and procedures.

The City Treasurer, under the City Administrator's direction, is charged with the responsibility of preparing monthly cash balance reports to the Common Council.

The City Treasurer, under the City Administrator's direction, shall maintain an investment record in which all investment transactions are recorded. Said record shall include the date of purchase, purchase price, term, rate of return and all other pertinent information on each investment.

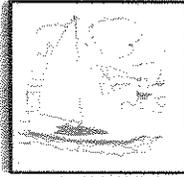
#### Performance Standards

The investment portfolio will be designed to obtain a market average rate of return during budgetary and economic cycles, taking into account the City's investment risk constraints and cash flow needs. The City's investment strategy is to earn market average rate of return. Given this conservation strategy, the basis used to determine whether market yields are being achieved shall be the six-month U. S. Treasury Bill and the average Fed Funds rate.

#### Scope

This investment policy applies to all financial assets of the City. These assets are accounted for in the City's General Purpose Financial Statements within the various funds:

- General Fund
- Special Revenue Funds
- Capital Project Funds
- Enterprise Funds
- Agency Funds
- Tax Increment Financing Districts Funds



## 1.9 Annual Financial Audits & Comprehensive Internal Control Audits

### I. PURPOSE

This policy provides guidelines for the obtaining of annual financial audits and comprehensive internal controls audits.

### II. DEPARTMENT RESPONSIBLE

The City Administrator and City Comptroller are responsible for ensuring that the policies set by the Common Council with regard to the expenditure public funds are met by all City Departments.

### III. COMMITTEE OVERSIGHT

The Finance, Licenses and Regulations (FLR) Committee is responsible for reviewing and updating this policy as deemed necessary. Final approval must be granted by the Common Council.

|                           |            |
|---------------------------|------------|
| Adopted by Common Council | 2/10/1997  |
| Amended by Common Council | ??/??/2011 |

## ANNUAL FINANCIAL AUDIT

It is the policy of the City of Lake Geneva to obtain an annual financial audit of the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information which collectively comprise the City's basic financial statements. The audit would cover the City's fiscal year from January 1 to December 31 and be in accordance with generally accepted auditing standards. The audit is conducted for the purpose of forming an opinion as to whether the financial statements present fairly, in all material respects, the financial position of the City of Lake Geneva.

## COMPREHENSIVE INTERNAL CONTROLS AUDIT

Internal controls are specific policies and procedures designed to provide reasonable assurance that the goals and objectives of the organization will be met. The monitoring of the effectiveness of internal controls is the primary responsibility of the government's management and governing body. In today's environment of high accountability expectations, governments must ensure that public resources are protected and that financial information is reliable. To this effect, it is the City's policy to have an internal controls audit performed at least once every five years covering the control environment, risk assessment, control activities and monitoring. Any comprehensive internal audit shall be conducted by a firm other than the firm responsible for the annual financial audit.

The control environment consists of the actions that reflect the overall behavior and attitude of management.

Risk assessment is an evaluation process in which management identifies areas of financial risk and designs internal control procedures and policies to minimize errors and fraud.

Control activities are the specific policies and procedures that help ensure the identified risks are minimized.

Monitoring activities deal with the ongoing or periodic assessment of the internal control environment and its effectiveness.

**3.1 SEASONAL ALLEY SPEED BUMPS****I. PURPOSE**

To allow residents to petition for the installation of seasonal speed bumps to mitigate speeding in alleyways. This policy does not apply to streets.

**II. DEPARTMENT RESPONSIBLE**

The Department of Public Works is responsible for constructing speed bumps as directed by the Common Council.

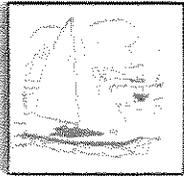
**III. COMMITTEE OVERSIGHT**

The Public Works Committee will review all speed bump requests. The Public Works Committee will provide a recommendation to the Finance, Licenses and Regulations (FLR) Committee. Final approval must be granted by the Common Council.

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| Adopted by Common Council | ??/??/??   |
| Amended by Common Council | ??/??/2011 |

## SPEED BUMP POLICY

1. If residents bordering an alley have a problem with vehicles driving too fast, a petition of 50% or more of affected residents shall be submitted to the Director of Public Works for consideration of a seasonal speed bump, along with a \$500 application fee.
2. The petition shall be forwarded by the Director of Public Works to the Alderman of the District, City Administrator, Police Department, and Street Superintendent for a recommendation and comment within 30 days.
3. Upon expiration of the 30-day period, the item shall be placed on the Public Works Committee agenda for discussion and approval. If approved by Public Works Committee, **the request shall go to the FLR Committee and Common Council for approval. If approved**, the Street Superintendent shall order two speed bumps, anchors and warning signs. The speed bumps shall be installed within 30 days of receipt of the materials if the time of year is appropriate.
4. Speed bumps shall be installed no later than Memorial Day and removed no later than October 15th. Speed bumps shall be reinstalled annually unless removed from a particular location for cause.
5. Only one new speed bump location will be approved per year on a first-come first-served basis.
6. If a speed bump needs to be replaced due to normal use, the City will bear costs of replacement. However, petitioners must replace any abused or damaged speed bumps at cost.



### 3.2 MAILBOX REPLACEMENT

**I. PURPOSE**

To provide a process for repairing damaged mailboxes caused by the Street Department.

**II. DEPARTMENT RESPONSIBLE**

The Streets *Street* Department is responsible for reviewing mailbox replacement requests.

**III. COMMITTEE OVERSIGHT**

The Public Works Committee and Common Council will oversee this policy.

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| Adopted by Common Council | ??/??/??   |
| Amended by Common Council | ??/??/2011 |

## MAILBOX REPLACEMENT POLICY

Snowplow operators use a great deal of care when plowing our City roads under sometimes very difficult conditions. However, accidents can happen and mailboxes may be damaged.

Upon written or telephone notification by the property owner within one (1) week of damage, the City will conduct an investigation of the alleged damage. The investigation will be conducted by the Street Superintendent or his/her designee.

Should the Street Superintendent or his/her designee determine that the damage was due to improper installation or other defects as described in "A" below, the City of Lake Geneva will not be responsible for damage, and repair or replacement will be entirely at the property owner's responsibility and expense.

Should the Street Superintendent or his/her designee determine that the mailbox was properly installed and not otherwise defective as described in "A" below, and damage was made by physical contact by City equipment, the City will repair/replace the mailbox, in the City's discretion, at a cost not to exceed \$50.00.

- A. The City will not be responsible for damage to mailboxes that are determined to have been improperly installed, have deteriorated posts and/or mounting material, or were not physically hit by City equipment.
- B. The City shall not replace decorative mailboxes or posts of any kind. Should the investigation determine that the City equipment damaged a decorative mailbox, the property owner shall present a receipt to the City offices in order to receive reimbursement, not to exceed \$50.00.
- C. Should the property owner dispute the findings of the public works personnel, they may request the matter be placed on the agenda for the next City Common Council meeting for discussion.

- D. As a service to our residents, if damage is deemed the City's responsibility, public works personnel may install a temporary mailbox when the existing mailbox is deemed unusable, if conditions do not allow for the timely installation of a permanent mailbox. The temporary mailbox may remain until the permanent mailbox has been installed, not to exceed four (4) months.



### 3.3 SIDEWALKS

#### I. PURPOSE

This policy presents City specifications on sidewalk construction as well as its repair program.

#### II. DEPARTMENT RESPONSIBLE

The Public Works Department is responsible for constructing sidewalks as directed by the Common Council.

#### III. COMMITTEE OVERSIGHT

The Public Works Committee will recommend any sidewalk installation or repair to the Common Council. Final approval must be granted by the Common Council.

|                           |            |
|---------------------------|------------|
| Adopted by Common Council | ??/??/??   |
| Amended by Common Council | ??/??/2011 |

## **SIDEWALK SPECIFICATIONS**

All sidewalks shall be constructed to specifications meeting the requirements of the State of Wisconsin Standard Specifications for Road and Bridge Construction plus Supplement Specifications, Section 602 and as stated below.

### **PREPARATION OF FOUNDATION**

The subgrade shall be prepared to allow placement of two (2) inch minimum layer of a compacted gravel subbase under the sidewalk. Across driveways, the subgrade shall be prepared to allow a compacted gravel subbase thickness of a minimum of six (6) inches. The gradation of the gravel subbase shall meet the requirements of Gradation No. 3 of Section 304.2.6 of the State of Wisconsin Standard Specifications for Road and Bridge Construction or approved equal. Where sidewalk is on fill, the subgrade shall extend a minimum of one (1) foot beyond each edge of the sidewalk and sloped down to a slope not greater than a ~~ratio~~ *ratio* of two (2) horizontal to one (1) vertical.

### **DRIVEWAYS**

Where driveways occur, the work shall consist of the necessary grading and the placing of a minimum of six (6) inches of concrete of the same mixture as sidewalks, finished the same as sidewalks. Walkways at driveways shall be reinforced with 6x6 woven wire mesh if the adjacent driveway is so reinforced.

### **FORMS AND JOINTS**

- 1) Setting Forms. Forms shall be well staked and set to the established lines, their upper edges conforming to the grade of the finished work.
- 2) Placing and Finishing. The concrete shall be placed in successive batches for the entire width of the slab, then consolidated until all voids are removed and free mortar appears on the surface, thoroughly spread along the edges and the final trowelling shall be done with a steel trowel leaving a smooth, even surface. Before the mortar has set, the surface shall be given a final finish by brushing at right angles to the edge of the walk drawing the brush across the sidewalk. The strokes should be slightly overlapping, producing a uniform, slightly roughened surface with parallel brush marks. Saw-cut joints shall not be permitted.
- 3) Alternative Sections; When Required. Where the entire area between the lot line and curb is covered with a concrete sidewalk, the walk shall be laid in alternate slabs, extending from curb to lot line. The width of these slabs shall be as directed by the Street Superintendent, not exceeding 10' and a mastic expansion joint shall be placed at approximately 30' intervals.

- 4) Joints. Expansion joints a minimum of ½" thick shall be placed between the sidewalk and all structures such as light standards, traffic light standards, traffic poles, etc., which extend through the sidewalk. Expansion joints a minimum of ½" thick shall be placed at intervals of 30' in the sidewalk. Where sidewalk is constructed adjacent to pavement or curb having expansion joints, the expansion joints in the sidewalk shall be placed opposite the existing expansion joints as nearly as practicable. Expansion joints a minimum of ½" thick shall also be placed where the sidewalk abuts existing sidewalks between driveway pavement and sidewalks and between sidewalk and curbs where the sidewalk covers the entire parkway.

Contraction joints, in general, shall be constructed so that transverse joints are at right angles to the sidewalk centerline and longitudinal joints shall be constructed parallel to the centerline. Joints shall be located to be in line with joints in adjacent existing sidewalk. Joint lines shall not deviate from their intended alignment by more than ½ inch.

- 5) Joints Around Hydrants. When a hydrant is located in the walk area, a ½" expansion joint shall be placed snugly around the base of each hydrant.
- 6) Slab Mark. After the wearing surface has been worked to an approximately true plane, the slab mark shall be made directly over the slab joint. Such mark shall be made with a tool that will cut completely through and entirely separate adjacent slabs.
- 7) Edges. The slabs shall be rounded on all surface edges to a radius of about ¼ inch.

### **MATERIALS AND CONCRETE**

The concrete material shall be an air entrained, minimum of 530 pounds of cement per cubic yard of concrete mix or as specifications may be designated from time to time by the ~~City~~ Common Council. Use of calcium chloride ~~of~~ or admixture containing calcium chloride shall not be allowed. The concrete shall contain at least 4% and not more than 7% air by volume. Cements, aggregate, water and admixture shall be measured and combined strictly in accordance with Section 501 of the State of Wisconsin Standard Specifications for Road and Bridge Connection.

### **PROTECTION AND CURING**

After first frost or after mean daily temperature at job site falls below 40 degrees Fahrenheit for more than one day, concrete shall be protected from freezing for not less than the first 72 hours after it is placed. When mean daily temperature falls below 40 degrees Fahrenheit for more than one day, the contractor shall be prepared and take necessary steps to protect fresh concrete. Mixing water and aggregate shall be heated and freshly placed concrete protected by adequate housing or covering and heating. Do not

place concrete on frozen subgrade or one that contains frozen materials. Spreading of salt on forms to remove ice or snow shall not be permitted. Temperature of forms and reinforcing steel shall be at least 32 degrees Fahrenheit. Curing shall be performed by a continuously wet fabric, impervious coating or polyethylene sheeting. The curing period is for a period of 72 hours after final finishing of the concrete. The sidewalk may be opened to pedestrian traffic upon completion of the curing period.

### **BACKFILLING AND SITE RESTORATION**

Upon completion of the curing period and removal of the forms, the spaces along the sides of the sidewalk shall be backfilled with topsoil or other satisfactory soil and compacted. Soil adjacent to the sidewalk shall be coplanar with the finished elevation of the sidewalk. All refuse, surplus materials, surplus earth, and waste projects shall be cleaned up and disposed of to restore the site to a neat condition.

### **SIDEWALK REPAIR**

This Policy has been adopted by the City of Lake Geneva in an attempt to ~~endure~~ ensure that sidewalks are maintained in a ~~reasonable~~ reasonably safe condition. Authority for this policy is granted under Wisconsin Statute 66.615.

### **SPECIFICATIONS**

Sidewalk construction and repair specifications are provided under Section 8.11 of the Municipal Code of Ordinances and a typical cross section is provided as Exhibit A attached hereto. Sidewalks may be installed by:

- 1) The property owner, in accordance with these specifications and only after obtaining a permit issued by the Street Superintendent.
- 2) A contractor hired by the property owner, in accordance with these specifications and only after obtaining a permit issued by the Street Superintendent.
- 3) By the City Public Works Department or a contractor hired by the City.

### **SIDEWALK INSPECTION**

The following inspection procedure is established to ensure that all City sidewalks are inspected on a periodic basis. At a minimum, 10 percent of all sidewalks should be inspected on an annual basis, so that all of the City sidewalks are inspected at least once every 10 years.

- 1) The inspection program follows a rotation system, beginning in the Central Business District and proceeding out into residential areas. No time frames or limits are hereby established.
- 2) Reported conditions determined to be in need of temporary repair shall be immediately inspected by the Street Superintendent or other appropriate official serving as Sidewalk Inspector. The Sidewalk Inspector shall determine the repairs to be made. Temporary repairs may consist of asphaltic concrete materials. Temporary repairs may be ~~schedule~~ *scheduled* with current construction projects or into the next season if work is to be performed by the City.
- 3) The Sidewalk Inspector will use discretion to determine if a sidewalk is defective. Criteria is based on evidence of deterioration and potential hazards due to concrete sections being broken, tilted, raised, chipped or displaced through overall use and freeze and thaw action. Criteria to be considered is are:
  - a) Vertical displacement of a random crack or at a joint between sidewalk slabs of ½ inch or more.
  - b) A horizontal random crack with open spacing of ½ inch or more.
  - c) Four or more random cracks in a sidewalk square.
  - d) Vertical alignment irregularities that result in a slope greater than 1 inch vertical to 12 inches horizontal.
  - e) A cracked sidewalk with pieces missing or a hole in the sidewalk greater than ½ inch deep and 2 square inches in area.

### **REPLACEMENT/REPAIR PRIORITY**

Sidewalks will be replaced/repared as time, staff and budget permit according to the following criteria:

- a) Location of sidewalk (downtown vs. residential)
- b) Expected amount of pedestrian traffic.
- c) Severity of defect.
- d) Availability of alternative pedestrian routes.

### **MARKING DEFECTIVE SDIEWALKS**

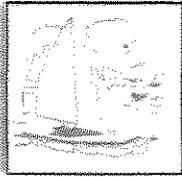
Sidewalks identified for repair will be marked with a paint spot. The owner will be sent a preliminary notice. Prior to the construction period, property owners will be given statutory notices. The owner then has 20 days to complete repairs or have it repaired by the City.

## **SIDEWALK REPLACEMENT REBATE**

Because there are many factors used to determine what areas the City will focus its sidewalk replacement program upon from year to year, (i.e., budget amounts available, volume of pedestrian traffic, citizen complaint and concerns) and ~~that~~ the City does not wish to discourage a home owner from repairing or replacing a dangerous sidewalk, the following conditions are met:

- a) The City's program is doing work within the block and on the street of the property owner.
- b) The work had been done in the construction season prior to the year in which the City's program is implemented.
- c) That the property owner has a statement from the contractor or invoices from suppliers, if replacement is done by the property owner. The owner must also document that a sidewalk breaking permit from the Street Superintendent had been obtained, and that City specifications were followed.
- d) That the Street Superintendent confirms the footage and approves of the workmanship of the area.

On corner lots, the City will pay full cost for the intersection portion of the sidewalks.



### 3.4 ICE/SNOW CONTROL

#### I. PURPOSE

To provide policy to ensure Lake Geneva roadways are safe and passable for the motoring public and for public service vehicles.

#### II. DEPARTMENT RESPONSIBLE

The Streets Street Department is responsible for snow and ice control.

#### III. COMMITTEE OVERSIGHT

The Common Council will oversee any changes to this policy.

|                           |            |
|---------------------------|------------|
| Adopted by Common Council | 01/??/1996 |
| Amended by Common Council | ??/??/2011 |

# SNOW AND ICE CONTROL POLICY

## SECTION 1: INTRODUCTION, PURPOSE, AND GOAL

### INTRODUCTION

Lake Geneva is a progressive and rapidly growing community of approximately 7,661 people, located forty-five miles southwest of Milwaukee. Highways 120 and 12 intersect at Lake Geneva. The City is recognized as one of the premier vacation destinations in Wisconsin and attracts world-wide visitors. Area resorts capitalize on rolling acres of pristine landscapes that meet the shores of Geneva Lake. ~~Our~~ Its proximity to Milwaukee, Madison, Chicago and Rockford also makes it a very popular destination for one day visitors. It is essential that our community provides the best and most efficient snow and ice control possible.

### BACKGROUND

Due to its geographic location, Lake Geneva is subject to freezing rain, ice, and snow anytime during the fall, winter, and spring months. Normally, winter storms can be expected during the months of November through April. The responsibility for keeping vehicular and pedestrian traffic moving safely on Lake Geneva's 40 plus miles of city streets during the following snow and ice storms lies with the Public Works Department.

### PURPOSE

The purpose of a good snow and ice removal policy is to make the roadways safe and passable for the motoring public and for public service vehicles; however, there is a general awareness that the chlorides have a negative environmental impact on nearby soils, vegetation, waterways, and vehicles. There is also damage to the pavement itself. Every effort shall be made to minimize salt usage and still provide safe travel ways. The City shall use sand-salt mix of 18% to 20% (per ordinance) to keep the sand from freezing solid in the stockpile and be effective when applied to roadways.

### GOAL

The City's overall goal is to clear all of its roadways curb to curb, from arterial and collector streets, to local residential street and alleys, of snow accumulation within twelve (12)

hours after the snow has stopped in a Class "B" Storm. The first action in fighting any storm is spreading and mixed with salt on arterial streets, major collector streets, hills, and stopping areas that abut these major collector streets as well as hills and intersections with stop sign control on local streets. It is necessary to apply sand and rock salt before the snow packs to enable the snow plows to clean the pavement. The lesser traveled roadways and the constant mixing and grinding of the sand/salt particles enables the chemical action to penetrate deeper and melt and ice and snow more effectively. Where traffic volume is low, the particles are pushed to the roadside and are much less effective.

## SECTION 2: PUBLIC NOTICE AND CITY ORDINANCE

### **PUBLISHED NOTICE**

A public notice detailing the City's snow and ice control policies shall be published on or about the first of November each year. A draft notice is attached hereto under Exhibit A.

### **SNOW EMERGENCY DECLARATION**

*PER MUNICIPAL CODE:*

SECTION 7.10(13)(a), AUTHORITY. "The Mayor ~~of~~ *or* in the Mayor's absence the President of the City Council shall have the authority to declare a snow emergency whenever conditions arise which in their judgment necessitate the same...

SECTION 7.10(13)(b), TOWING. Upon the declaration of a snow emergency, the Police and Fire Chiefs are authorized to hire tow trucks, require snowplow accompaniment of rescue squads and ambulance both inside and outside the corporate limits of the City, establish a public information telephone reception center, *advise* radio station WLKG of declaration of snow emergency, and take any other action necessary.

SECTION 7.10(13)(c), PLOWING. The Street Department "shall first clear and keep clean all primary routes and entrances and exits to the emergency facilities, then all secondary routes shall be cleared and maintained." A map of streets designating facilities is in the office of the City Clerk *and in the Utility Commission waiting area*.

SECTION 7.10(13)(d), PARKING. "During a snow emergency, there shall be no parking on all primary and secondary routes. Any vehicles parked on such routes shall be towed away at the owner's expense as provided in Section 7.20."

SECTION 7.10(13)(e), TERMINATION. "The snow emergency may be terminated by the Mayor or City Council. The snow emergency shall be limited to the time during which such ~~now~~ snow emergency conditions exist."

SECTION 7.11(4)(a), NIGHT PARKING. "There shall be no parking of any vehicle on any City street between 2 a.m. and 6 a.m. from November 1 of each year to March 31 of the following year."

SECTION 7.11(4)(b), NIGHT PARKING YEAR ROUND. "There shall be no parking of any vehicle on any city street in the downtown business district from 3 a.m. to 6 a.m. the year round."

SECTION 7.11(5)(a), NO PARKING, SNOW REMOVAL. "For the purpose of removing snow from the streets and surrounding areas, the Street Department may erect signs prohibiting parking in the particular area where snow is intended to be removed."

SECTION 7.11(5)(b), NO PARKING SIGNS. "The Police Department may tow away all vehicles parked in violation of the NO PARKING sign pursuant to this subsection."

## **SIDEWALKS**

If sidewalks are not cleared within 24 hours, the following procedure will be employed in accordance with Section 8.05(1):

- 1) Written warning will be delivered to property owner by the Police Department, Public Works, or Code Enforcer within 24 hours from the date and time of the warning (Exhibit "F"). The exception to this notice is any business located in the downtown business district. The City may schedule removal of snow anytime after the 24 hour time period has lapsed. The downtown has heavy pedestrian usage; therefore the risk of public health, safety, and welfare ~~is~~ is an overriding consideration.
- 2) The sidewalk shall be inspected upon expiration of the warning time and forfeiture levied of not less than \$20 or more than \$30 for the first offense, and not less than \$30 or more than \$50 for any subsequent offense. Each 24 hour period shall cause a separate offense.
- 3) The sidewalk shall be cleared by the City crews or a City hired ~~contractor~~ contractor. Contractor shall provide before and after photographs to the City for documentation purposes.
- 4) Twice the City cost of removal shall normally be charged to the property owner in accordance with City Ordinance.
- 5) Deposit of snow in streets prohibited in accordance with Section 8.05(a), "No person shall cause to be deposited snow from his premises onto the sidewalk abutting thereon or onto any street..."



**Properly cleared sidewalk with snow pushed into the street**



**Un-cleared sidewalk**



### SECTION 3: SNOW ZONES AND RESPONSIBILITIES

Zones have been established to divide the City into approximately four equally sized snow removal routes. ~~There~~ These geographic areas have been chosen to provide a balance between mileage and travel time. Each zone in turn is further divided into an "A" and the next storm start in sub-zone shall be given alternate priority by snow storm. For example a plowing crew will start in sub-zone "B." Before the zones are entered, arterial and collector streets are cleared from end to end, sometimes using two trucks running in tandem. Equipment and staffing issues are addressed later in this policy.

#### **PUBLIC WORKS DEPARTMENT**

The task of keeping vehicular traffic moving on the City of Lake Geneva's 40 plus miles of streets during and following snow storms is the duty of the Street Department of Public Works. The Department is responsible for the coordination and supervision of the entire snow and ice planning operation. Tracking of storm warnings, making decisions as to type and timing of a snow and ice control operation, alerting personnel, tracking costs (Ice and Snow Control Report, Exhibit "D") and the continual observation of ice and snow operations are all part of these responsibilities. Although the Street Department directs snow plowing and ice control under the direction of the Director of Public Works, it depends heavily upon the continual support and cooperation of all other municipal departments within the City. The level of Lake Geneva's snow and ice control efforts would fall short of the standards established herein without support. These Departments include: Lake Geneva Police Department, Water, Wastewater Treatment Plant, and the Public Cemetery.

#### **LAKE GENEVA POLICE DEPARTMENT**

Two primary functions of the Police Department are assistance with deteriorating road conditions and the ticketing and towing of the vehicles in violation of Section 7.11(5) of the Municipal Code of the City of Lake Geneva. The Police Department provides the first notice of hazardous conditions to the Street Department particularly during the late evening and early morning hours. The Police Department also is responsible for communicating snow emergencies to the media.

City Code provides “the Police Department may tow away all vehicles parked in violation of the no parking sign pursuant to this subsection.” It shall be the policy of the City that vehicles found in violation will be ticketed and towed by the Police Department after two consecutive tickets, in a snow emergency the vehicles in violation will be towed immediately or as soon as possible under existing conditions. In times of extreme emergency, the City may opt to tow all cars to a central location such as public parking lot or the Street Department on Carey Street.

## **WATER, WASTEWATER, & CEMETERY DEPARTMENTS**

Wastewater and Cemetery employees may be called upon during snow emergencies to supplement manpower shortages for reasons to include: illness of Street Department personnel, inability to get to work, or extended storm fighting conditions. Water Employees shall ~~insure~~ ensure that substations, wells, towers, and hydrants are clear of snow and ice. In extreme circumstances, the City may call upon all employees with valid CDL’s to plow during manpower shortages.

## **STREET DEPARTMENT—REPAIR SHOP**

The function of the Street Department Repair Shop in Lake Geneva’s Snow and Ice Control Plan is to prepare all the equipment needed well in advance of the winter season. The Street Worker mechanic may also be called upon to assist in plowing operations during Class “B” and Class “C” Snow Alerts. Included are repairs to any equipment that breaks down during any class storm either in the shop or at snow zone location. Preventative maintenance is also done on the trucks, loaders, tractors, spreaders, and blower. Whenever possible, an additional employee is assigned to the Street Worker mechanic to assist with two-man repairs to broken equipment.

## **SECTION 4: STORM CLASSIFICATIONS**

### **CLASS “A” STORM (LESS THAN 2 INCHES TOTAL ACCUMULATION)**

This is a snow storm with an accumulation of less than 2 inches in depth and involves only a sanding operation with salt/sand mixture. Plow trucks with spreader are dispatched to work each of the four zones treating the arterial and collector streets, including the approaching intersections as well as the hills, curves, intersections with signal and stop

control on local roadways that serve the Police Station, Fire Station, and schools. However, during a freezing rain when extremely dangerous slippery conditions exist, straight salt may be used instead of a salt/salt mixture.

After normal working hours and weekends, only one or two drivers will be called to work depending upon conditions. The overtime Street Department employee will always be called per the ongoing overtime call-in list. The Street Superintendent shall determine the need to call ~~one~~ in other employees at to assist if he/she feels the conditions require additional help. In the absence of the Street Superintendent, the Foreman or the Director of Public Works may call in additional labor. It then will be their decision whether to upgrade to a Class "B" storm or continue with a Class "A" alert.

### **CLASS "B" STORM (2" TO 8" INCHES TOTAL ACCUMULATION)**

This storm is a snowfall of two (2) inches to eight (8) inches in depth and involves a full plowing and sand/salting operation. A snow emergency will be declared during a Class "B" Storm if conditions continue to deteriorate and accumulations significantly increase.

Under a Class "B" Storm alert, the Street Department begins to plow routes by dispatching plow trucks to each of the four zones. The plow trucks with spreaders first plow and spread sand on the arterial and collector streets before beginning to clear residential streets. Two plow trucks begin windrowing the snow downtown. Windrow streets include Main, Wrigley, Cook, Center, Broad, Williams, Dodge, and Geneva. During normal business hours downtown the plows may have to plow the snow to the backs of parked cars if there isn't enough room on the roadway. In this event, employees will be called in during early morning of the next day to bring this snow to the center of the road. Some parking places are blocked off in this type of operation. As soon as possible after the snow has been windrowed, the blower and a minimum of two plow trucks with snow boxes, either street trucks or contractor, are dispatched to downtown to start removing the windrows. Every effort is made to keep open as many parking places as possible. When the blower has started picking up windrows this operation will continue until all snow has been removed from the downtown area.

After all the windrows have been picked up downtown, the plow trucks are sent to assist the drivers with the ongoing clean up in the four zones. The blower operator returns the

blower to the garage and then takes the bobcat, snow bully or other required equipment and begins to clear parking lots and sidewalks.

During an early call-in, an employee will take a one-ton truck to clear alleys and a loader to clear parking lots. This shall be done before cars start using them for parking to the extent possible. This snow is moved into piles or pushed into windrows for removal later as the situation dictates. The 4-wheel drive pickup with plow may assist in the operations depending upon availability of drivers.

Residential streets will always be the last to be plowed. As drivers clear their zones they are instructed to pull off the residential streets from time to time to check the arterial and collector streets for buildup and then return to residential streets. Drivers shall rotate the beginning location of their zones from storm to storm; one storm they shall start in sub-zone "A" and the next storm start first clearing sub-zone "B." If a driver starts on the north side of his sub-zone on a snow storm, he/she is to start on the south side on the next storm. This will reduce complaints that certain streets are always the last to be plowed.

Drivers are furnished with a color coded map of the zone they have been assigned. The arterial and collector streets are highlighted. Drivers are instructed to plow and sand their arterial and collector streets first before entering residential areas. Drivers are to return to the arterial and collector streets from time to time to check if they are still clear. The Street Superintendent may assign a driver to keep arterial and residential streets clear. This action would allow zone drivers to continue plowing on residential streets.

The Street Superintendent will be on patrol to watch out for build up on different areas. He/She will call drivers off of residential streets when he/she feels that the arterial and collector streets need immediate attention. He/She will remain in contact with the Police Department to relay messages to drivers of trouble spots. The Director of Public Works may also reclassify a storm as appropriate. He/She will remain aware of the forecasted weather and work with the Street Superintendent to call in employees as needed. Employees from other Departments may also be called in as needed.

A Class "B" Storm should be able to be handled by City of Lake Geneva employees, but if the need arises, the Street Superintendent or Director of Public Works can authorize outside

contractors to assist. All streets, parking lots, alleys, and municipal building sidewalks should be cleared in about 10-12 hours for a Class "B" Storm. During storms of this class some employees may be sent home to rest with directions to return at a set time to clear downtown windrows, parking lots, and alleys. In this case, two drivers may be kept back after normal hours to keep arterial and collector streets open and sanded. These employees will then come in the next day at their normal time. Every attempt will be made to make sure for safety purposes that no employee works more than sixteen (16) consecutive hours without eight (8) hours rest. If needed, employees from other Departments may be called in to supplement Street Department employees.

### **CLASS "C" STORM (8" OR MORE TOTAL ACCUMULATION)**

This storm is extremely heavy snowfall, eight (8) inches or more in depth, occurring in a period of twenty-four hours ~~of~~ or less. In this storm, life threatening situations can arise as emergency vehicles can become bogged down and stranded. When existing conditions and weather forecasts indicate a Class "C" Storm event is imminent, the Street Superintendent and Director of Public Works will maintain close communication with drivers and Police Department. The Street Superintendent or Director of Public Works may arrange for outside contractors to assist City Employees.

## **SECTION 5: DESIRED RESULTS AND PRIORITIES**

### **APPROPRIATE LEVEL OF SERVICE**

Matching the level of service to roadway classification and vehicular volume will effectively provide a high quality winter travel-way for our citizens. The priorities are as follows:

- 1) Arterial roadways
- 2) Major and minor collectors
- 3) Local residential streets
- 4) Cul-de-sacs and dead end streets
- 5) Alleys and parking lots. Alleys and parking lots may be cleared during regular working hours.
- 6) Sidewalks in front of City property

The extreme cost and negative environmental impacts of a "bare pavement" policy at all times for each and every roadway is not feasible. If a citizen drives carefully for 1-2 blocks

on their local street to a collector or major roadway with a higher level of service, then travel throughout Lake Geneva is easy and safe. Balancing level of service with resources is the ~~more~~ more efficient use of Lake Geneva tax dollars and minimizes damage to our environment and vehicles. Local streets will not generally be sanded during the plowing operation (except maybe certain intersections) but will receive a sand/salt mixture during freezing rain and where the forecast is for continued low temperatures. However, hills curves, and ~~sep~~ stop sign intersections will receive a sand/salt mixture in each of the Class A, B, or C Storm. Straight salt will only be spread during a severe ice storm to break the bond between the ice and the pavement. When this bond has been broken, the remaining ice will be plowed off the pavement. Snow and Ice Control Plan flow charts for Class "A" and Class "B" Storms appear in Exhibit "E" because frequency and duration storms occur during morning, daytime, and evening hours.

### **CALIBRATION OF SPREADERS**

The Street Department repair shop shall, prior to the start of each season, adjust the spreader settings to the same application rate, at 20 M.P.H. to spread a uniform width of twelve (12) feet. This pattern will typically be offset from the vehicle centerline by two feet (2) toward the driver's side. All of the city's snow removal trucks shall be equipped with spreaders.

### **WEATHER FORECASTS**

Receiving and analyzing weather information is perhaps the most critical link for a successful snow and ice control program. Making a decision at the right time before the storm has effectively blocked most courses of action is vital to the success or failure of the total operation. At the present time, the Street Department depends upon internet weather forecasts as well as radio and television forecasts, which are reasonably accurate.

### **USE OF ABRASIVES**

Abrasives do not prevent nor do they remove build up of snow pack. They can be an advantage instead of chemicals where traffic is light or where temperatures are extremely low. However, they must be mixed with rock salt in about 5:1 ratio in the salt shed to prevent stockpile caking and freezing. This material shall be cleaned from the streets and storm sewers in the winter as time allows and in the spring.

## **CALCIUM CHLORIDE**

Studies have shown that a straight salt or salt treated with calcium chloride is more economical to use, with better results than abrasives. Abrasives can damage vehicles because of “sand blasting” effect as the sand is thrown up off the tires onto the body of the vehicle. It has been proven that one ton of salt can give the same results as three tons of sand. Even better results have been accomplished by pre-treating the salt with calcium chloride. This starts the salt working as soon as it hits the pavement. Because it is wet, calcium chloride is not thrown to the side of the road by the spreader or traffic. Several Wisconsin counties are using this combination, and consideration should be given to this product application in the future. Until then, the Street Crews will continue to generally apply a sand/salt mixture.

## **WINTER STREET SWEEPING**

The street sweeper may be sent out whenever “above freezing temperature” opportunities allow removal of accumulated sand and salt on bare pavement streets.

## **EMPLOYEE TRAINING**

All drivers are instructed to drive their assigned routes prior to the first snowstorm to look for obstructions like raised manholes and water shut off boxes. These obstructions shall be repaired as soon as possible, but if an early storm hits, the drivers will proceed cautiously in these areas. New employees are trained in plowing operations and proper snow fighting techniques. They shall also initially be given less critical routes and zones. A more experienced driver will ride with the newer employee on their preseason drive. The newer driver will be instructed on proper snow fighting techniques and what obstructions to watch for during emergency snow plowing operations.

A safety meeting is planned prior to the beginning of the winter season. A video tape may be shown on snow fighting techniques or driving safety. Instruction will then take place on new equipment, additions, or modifications to routes and zones, any new policies and related subjects. Drivers are instructed to operate their equipment in a controlled manner at all times. A slower rate of speed has always been safe for both driver and equipment, and causes less damage to mailboxes.

Drivers are instructed to respect private property. They are to plow around any stranded or disabled vehicles, if possible, then radio their location to the Police Dispatcher. Any driver finding a vehicle completely blocking a street will radio the Police Dispatcher or Street Superintendent for immediate removal. Drivers are instructed to continue plowing their routes or zone until they are sure that all roads are passable. Drivers shall not stop to assist any motorist or pedestrian unless an emergency exists which threatens public safety. Drivers shall not plow or sand any private property unless assisting ambulance or fire department response personnel. Drivers are instructed to continue to plow blocks past any driveway even if the accumulated snow from their plow blocks the end of the driveway. It is the responsibility of the private property owner to clear any snow from their driveway. Drivers shall not stop to clear any sidewalks.

### **CUL-DE-SACS AND DEAD ENDS**

Cul-de-sacs and dead ends require special equipment and are difficult to clear; therefore they are last on the street cleaning list. Drivers shall plow past cul-de-sacs and dead ends if they intersect with a through street. When a driver has completed all arterial, collector, and through residential streets, he then returns and plows cul-de-sacs and dead ends. Other drivers who have completed their zones will assist in any other zone with cul-de-sacs and dead ends.

### **PARKING LOTS AND ALLEYS**

Alleys and parking lots shall be plowed soon after the snow stops to allow residents, shoppers, and employees to park their vehicles off-street. This operation is completed by using the front end loader with "snow bully" bucket. The half-ton four wheel drive pickup may also be used in the smaller parking lots. The parking lot plow list is as follows:

- 1) Fire House
- 2) McCullough City Lot
- 3) City Hall
- 4) City Lot by Theater
- 5) Center Street (2 Lots)
- 6) Chamber of Commerce
- 7) Riviera Lot
- 8) Sage Street Lots by Museum
- 9) Dunn Field Parking Lot (If City agrees to assist the School District)

## **SIDEWALKS**

The Street Department is responsible for snow removal on sidewalks adjacent to City owned buildings and property. After the City parking lots and alleys are plowed, a Street Department employee will transfer from a front end loader to either tractor with the broom or the bob-cat tractor with the front mount snow blower to clear sidewalks. The tractor selected will depend upon the depth and the wetness of the snow. Priorities are as follows:

- 1) Fire Station
- 2) City Hall
- 3) Library Park
- 4) Riviera Ballroom
- 5) Select/School Cross-walk Corners
- 6) Bridges
- 7) Moss Park
- 8) Dodge Street Cemetery
- 9) Flat Iron Park
- 10) Seminary Park
- 11) Designated Bike Trail Routes
- 12) City sidewalk snow removal plan are those sidewalks adjacent to private property which, under City ordinance, are the responsibility of the abutting property owner for snow removal. City ordinance authorized the City to initiate sidewalk snow removal for public safety and welfare if the snow and/or ice have remained on the sidewalk surface for a period in excess of 24 hours after the termination of the storm. The procedure is set forth under the Public Notice section of the policy.

NOTE: In any storm event, sidewalks will not be done until all streets are passable.

## **SECTION 6: SAFETY AND TRAINING PROCEDURES**

### **PURPOSE**

The purpose of Safety and Training Procedures is to protect and provide safe conditions for city personnel, motorists, and pedestrians. To that extent, City operations shall do the following:

- 1) Always check the equipment before entering the vehicle.
- 2) Report all mechanical problems to the Supervisor immediately.

- 3) Obey all traffic laws. Do not use excessive speed and be certain to stop for all stop signs and traffic signals.
- 4) Be as courteous as possible to those who are stranded or stuck in the snow. Notify the Police Department by radio for assistance. Do not get involved unless somebody is injured or it is otherwise a dangerous situation.
- 5) As a matter of policy, Street Department plowing operator shall not work longer than sixteen (16) hours in a twenty-four (24) hour period without having at least eight (8) hours off for rest.
- 6) All employees shall be familiar with the City Safety Manual and adhere to its guidelines.

## **IN-HOUSE TRAINING**

At the direction of the Street Superintendent, a four (4) hour training session may be scheduled during the months of the October or November for the snow removal crews. The training session will emphasize the following:

- 1) Route and Zone changes (additions and/or deletions)
- 2) Supervisor's Role
- 3) Operator's Role
- 4) Updates on new equipment
- 5) Preparation of snow equipment (plow hook-up, maintenance check, maintenance repairs, etc.)
- 6) Vehicle run of routes and zones.
- 7) Feedback from drivers on conditions of route, ideas and suggestions

It will be the policy of the Street Department that all personnel should take a snow fighting course or a refresher course at least once every five (5) years. No new personnel will be allowed to operate a vehicle until they are qualified and have been adequately trained to the satisfaction of the Street Superintendent.

## **SECTION 7: SNOW FIGHTING EQUIPMENT**

### **PREPARATION OF EQUIPMENT**

Each year during the month of September, the Street Department staff will inspect all snow removal equipment and accessories and prepare them for installation on the vehicles during the month of October and early November. Spreaders shall be attached to the trucks and tested no later than November 1<sup>st</sup> of each year. Plows shall be positioned in the

Street Department garage so as to allow the rapid connection of the plow to the truck in the event of a snow storm not later than November 15. Once all the equipment has been mounted, tested, and presumably ready for operation, the operators assigned to the vehicle should make a trial run over their routes. All equipment should be tested on dry runs during good weather. Any mechanical failures shall be reported immediately to the Street Superintendent who will arrange for immediate repair or replacement.

Annually, not later than November 1, each spreader shall be calibrated by the assigned employee and a listing of the calibration be prepared for each unit. A copy of this listing should be placed inside the truck for the driver's reference during snow operations. The Director of Public Works or Street Superintendent will report to the City Administrator when all equipment is ready for snow fighting operations. The overtime call-in list will be updated by October 31 to show updated phone numbers of all City Employees involved in snow removal.

#### **OPERATOR CHECK LIST**

Before leaving the Street Garage for a snow fighting assignment, each piece of equipment shall be thoroughly inspected by the assigned operator. The operator is responsible for its condition and should report any items which are broken or may break to the Street Superintendent. Arrangements can then be made to repair or replace the piece of equipment. The operator, each time he/she leaves the truck or equipment, for lunch, a rest period, or at the end of a day, shall walk around the truck and do an exterior inspection. The operator shall also check all fluid levels and lights each time he/she enters the vehicle. During snow and ice control, the following inspections shall be made prior to the start of a shift and as required:

- 1) Inspect the condition of the mold board and cutting edge of all snow plows. Inspect plow blades frequently. If blade wear reaches back plate, it will be very costly to replace. Any blades which are wearing to this critical point shall be reported immediately so the proper repairs can be made.
- 2) Inspect snow plow hoists. Check all air and hydraulic hoses and other crucial parts of the power units.
- 3) Inspect all vehicle lighting and warning lights.
- 4) Check all spreaders, hoses, and fittings. Check the spinners, augers, controls, and attachments to see that all are functioning properly. All plow assemblies, shoes and shoe assemblies should also be checked on a frequent basis.
- 5) Check all brakes, steering, clutches, transmissions, and engines so that all are in proper working condition.

- 6) Check operation of the vehicle's heater, windshield wipers, window washer, head lights; both high and low beams; plow lights, and marker lights.
- 7) Check all safety equipment, fire extinguishers, flashing lights, radio and First Aid Kits in the trucks and other equipment.

## SECTION 8: ACCIDENTS

There will be times during snow emergencies when an employee will be involved in an accident. If, while driving a City vehicle, an employee is involved in an accident, the employee shall initiate the following procedure:

- 1) The Police Department shall be immediately contacted by radio.
- 2) The Police shall be given the location of the accident and whether an ambulance is needed.
- 3) Make sure that, if injuries have occurred, all persons are comfortable until the emergency personnel arrive. Do not make any statement to anybody until the Police, Street Superintendent or Public Works Director arrives. A complete accident report must be filed, as well as an in-house report to the Director of Public Works which outlines the circumstances under which the accident occurred. Any time parked cars are struck, the same procedure shall apply.
- 4) Contact the Director of Public Works or Street Superintendent. The Director of Public Works or Street Superintendent will make an immediate investigation of the accident.

### PROPERTY DAMAGE

If garbage cans, mailboxes, or other such small items are damaged by plow or snow rolled from the plow blade, you should notify Police Dispatch and the Street Superintendent immediately, via radio, with the address, when and where the damage occurred. A notation of the incident must be recorded and turned into the supervisor by the end of the storm.

If questioned by a property owner about damage to mailboxes, the City will by policy pay the property owner \$50.00 to replace damaged mailboxes if the plow struck the box or post. If the damage occurred because the box was not installed in accordance with Post Requirements (see Exhibit C) or because it was damaged by snow from a plow, then repairs will be the responsibility of the property owner.

## ON THE JOB INJURIES

Injuries must be immediately reported to the Street Superintendent who will assist the employee with completing an Accident Investigation Report and also report the incident to City Administration for filing of an Accident Insurance Claim.

## SECTION 9: SNOW REMOVAL FROM PRIVATE STREETS

Snow removal from private streets shall not be provided unless ~~as~~ an agreement between the adjoining property owners and the City has been executed. The agreement shall provide for the reimbursement to the City for all costs associated with the snow and ice control services. Said cost to include; labor and fringe benefits; equipment rental (based on rates established by the state); sand, salt, and other supplies; fleet, property, and liability insurance; etc.

Private Streets Currently Being Plowed:

- 1) Ceylon Court
- 2) Knoll Lane N.
- 3) Knoll Lane S.
- 4) LaGrange Drive
- 5) Maytag Drive
- 6) Shore Acres (1121 S. Lake Shore Dr.)
- 7) Windsor (Somerset)

TO: CITY OF LAKE GENEVA  
626 GENEVA STREET  
LAKE GENEVA, WI 53147

PROJECT: CITY OF LAKE GENEVA  
RIVIERA BUILDING REMODEL  
810 WRIGLEY DRIVE  
LAKE GENEVA, WI 53147

APPLICATION NUMBER: 1 *DRAW*

PERIOD TO: 01/18/2011

*Pay*  
FROM: SCHERRER CONST. CO., INC.  
P.O. BOX 740  
601 BLACKHAWK DRIVE  
BURLINGTON, WI 53105

ARCHITECT: MCCORMACK + ETEN ARCHITECTS, LLP  
400 BROAD STREET  
LAKE GENEVA, WI 53147

ARCHITECT'S PROJECT NO: 1026

CONTRACT DATE: Nov 5, 2011

| CHANGE ORDER SUMMARY:                   |                            |           |            |
|---|----------------------------|-----------|------------|
| Change Orders approved                  |                            | ADDITIONS | DEDUCTIONS |
| in previous months by Owner... TOTAL--- |                            | 0         | 0          |
| Approved This Month                     |                            |           |            |
| Number                                  | Date Approved              |           |            |
|   | DATE APPROVED 1-17-2011    |           | (88,598)   |
|   | APPROVED BY <i>D E J</i>   |           |            |
|   | ACCOUNT #(S) 34-30-00-9115 |           |            |
|   | DESCRIPTION RIV Remodel #1 |           |            |
| TOTALS                                  |                            | 0         | (88,598)   |
| NET CHANGE BY CHANGE ORDERS             |                            |           | (88,598)   |

| APPLICATION FOR PAYMENT SUMMARY:                        |               |
|---|---------------|
| ORIGINAL CONTRACT SUM.....                              | \$506,349.00  |
| CHANGE ORDERS TO DATE.....                              | (\$88,598.00) |
| CONTRACT SUM TO DATE.....                               | \$417,751.00  |
| TOTAL COMPLETED & STORED TO DATE.....                   | \$81,078.00   |
| TOTAL RETAINAGE.....                                    | \$8,107.80    |
| TOTAL EARNED LESS RETAINAGE.....                        | \$72,970.20   |
| LESS PREVIOUS APPLICATIONS FOR PAYMENT.....             | \$0.00        |
| CURRENT PAYMENT DUE.....                                | \$72,970.20   |
| State of Wisconsin, County of Racine                    |               |
| Subscribed and sworn to before me this 16-Jan-11        |               |
| Notary Public: <i>Stephanie R. Day</i>                  |               |
| My Commission expires: May 29, 2011                     |               |
| REVIEWED BY ARCHITECT: MCCORMACK + ETEN ARCHITECTS, LLP |               |
| By: <i>Kenneth X. Eten</i> Date: 1-18-11                | \$72,970.20   |

SCHERRER CONSTRUCTION COMPANY, INC.

By: *[Signature]* Date: 18-Jan-11

GREGORY E. ODDEN  
ACCOUNT MANAGER

\*\*\*\*PAYMENT DUE BY

February 08, 2011

THANK YOU\*\*\*\*

**Contractor's Application for Payment No.**

DRAW  
2

|   |  |  |
|---|--|--|
| Application Period:                         |  | Application Date:<br>6-Jan-11                |
| To (Owner):<br>City of Lake Geneva          | From (Contractor):<br>Payne & Dolan, Inc | Via (Engineer):<br>Crispell-Snyder, Inc      |
| Project:<br>2010 Street Improvement Program | Contract:                                | Engineer's Project No.:<br>P.N. R10-0014-101 |
| Owner's Contract No.:                       | Contractor's Project No.:                |  |

**Application For Payment  
Change Order Summary**

| Approved Change Orders                 |           |            |
|--|-----------|------------|
| Number                                 | Additions | Deductions |
|  |           |            |
|  |           |            |
|  |           |            |
|  |           |            |
|  |           |            |
|  |           |            |
|  |           |            |
| <b>TOTALS</b>                          | \$0.00    | \$0.00     |
| <b>NET CHANGE BY<br/>CHANGE ORDERS</b> | \$0.00    |            |

1. ORIGINAL CONTRACT PRICE..... \$ 5580,284.85
2. Net change by Change Orders..... \$ 0.00
3. Current Contract Price (Line 1 + 2)..... \$ 5580,284.85
4. TOTAL COMPLETED AND STORED TO DATE  
(Column F on Progress Estimate)..... \$ 5438,448.30
5. RETAINAGE:
  - a. 2% X \_\_\_\_\_ Work Completed..... \$ 58,768.97
  - b. 0% X \$0.00 Stored Material..... \$ 0.00
  - c. Total Retainage (Line 5a + Line 5b)..... \$ 58,768.97
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... \$ 5429,679.33
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 5398,979.99
8. AMOUNT DUE THIS APPLICATION..... \$ 30,699.34
9. BALANCE TO FINISH, PLUS RETAINAGE  
(Column G on Progress Estimate + Line 5 above)..... \$ 5150,605.52

**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: Mark D. Smith Date: 1/6/2011  
Mark D. Smith, Project Manager

Payment of \$ 30,699.34  
(Line 8 or other - attach explanation of the other amount)

is recommended by: Paul Schaefer 1/19/11  
(Engineer) (Date)

Payment of \$ \_\_\_\_\_  
(Line 8 or other - attach explanation of the other amount)

is approved by: \_\_\_\_\_  
(Owner) (Date)

*(Handwritten initials)*

Endorsed by the Construction Specifications Institute.

|               |                      |
|---------------|----------------------|
| DATE APPROVED | 1-20-2011            |
| APPROVED BY   | <u>DEJ</u>           |
| ACCOUNT #(S)  | 34-30-60-8037        |
| DESCRIPTION   | 2010 ST. IMP Program |
| PO #          |                      |

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

*DRAW*

Page 1 of 2

**TO OWNER:**

City of Lake Geneva  
626 Geneva St.  
Lake Geneva, WI 53147

PROJECT: Geneva Lake Museum

APPLICATION NO: *24*

Distribution to:

- OWNER
- ARCHITECT
- CONTRACTOR

**FROM CONTRACTOR:**

Big Foot Construction & Consulting, Inc  
1500 W. Monroe, Ste. 604  
Chicago, IL 60607

PERIOD TO: 12/31/10

PROJECT NO.: 2010-23-021

CONTRACT FOR: Additions & Alterations to The Geneva Lake Museum of History

CONTRACT DATE: October 23, 2010

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

|   |    |            |
|---|----|------------|
| 1. ORIGINAL CONTRACT SUM  | \$ | 124,500.00 |
| 2. Net change by Change Orders  | \$ | 0.00       |
| 3. CONTRACT SUM TO DATE (Line 1 + 2)                                      | \$ | 124,500.00 |
| 4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)                    | \$ | 106,563.00 |
| <b>5. RETAINAGE:</b>  |    |            |
| a. 10 % of Completed Work (Column D + E on G703)                          | \$ | 10,506.30  |
| b. % of Stored Material (Column F on G703)                                | \$ | 0          |
| Total Retainage (Lines 5a + 5b or Total in Column I of G703)              | \$ | 10,506.30  |
| 6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)                 | \$ | 96,056.70  |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) | \$ | 62,108.70  |
| 8. CURRENT PAYMENT DUE  | \$ | 33,948.00  |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)            | \$ | 28,443.30  |

CONTRACTOR:

By: *[Signature]* Date: *1/18/11*

State of: *Wisconsin* County of: *Walworth*  
Subscribed and sworn to before me this *18th* day of *January*, 2011  
Notary Public: *[Signature]*  
My Commission Expires: *[Signature]*

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ *33,948.00*

(Attach explanation if amount certified differs from the amount shown on this Application and on the Continuation Sheet that are changed from the amount certified.)

ARCHITECT: *[Signature]* Date: *1.18.11*

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

| CHANGE ORDER SUMMARY                               | ADDITIONS | DEDUCTIONS |
|--|-----------|------------|
| Total changes approved in previous months by Owner | \$0.00    |            |
| Total approved this Month                          |           |            |
| TOTALS   | \$0.00    | \$0.00     |
| NET CHANGES by Change Order                        | \$0.00    |            |

|               |                       |
|---------------|-----------------------|
| DATE APPROVED | <i>1-18-2011</i>      |
| APPROVED BY   | <i>[Signature]</i>    |
| ACCOUNT #(S)  | <i>34-30-00-9120</i>  |
| DESCRIPTION   | <i>Museum remodel</i> |
| PO #          |                       |

CITY OF LAKE GENEVA  
 626 GENEVA STREET  
 LAKE GENEVA, WI 53147  
 PHONE (262) 248-3763  
 www.cityoflakegeneva.com

SCHERRER DIRECT LLC  
 PO BOX 740  
 BURLINGTON WI 53105

DELIVER TO:  
 LAKE GENEVA RIVIERA  
 810 WRIGLEY DRIVE  
 LAKE GENEVA WI 53147  
 PHONE: 262-248-6644 FAX:

=====

PURCHASE ORDER

=====

P.O. NUMBER: 38  
 P.O. DATE: 01/21/2011  
 P.O. AMT: \$86,598.00  
 VENDOR NUMBER: SCHERDIR  
 REQ. NUMBER:  
 EXPECTED DATE: 02/01/2011  
 ATTENTION:  
 DAN WINKLER

| DESCRIPTION                | ACCOUNT #     | HOURS/QTY | COST/UNIT   | AMOUNT      |
|----------------------------|---------------|-----------|-------------|-------------|
| PLUMBING SUPPLIES          | 34-30-00-9115 | 1.00000   | 13,395.0000 | 13,395.00   |
| TOILET ACCESSORIES         | 34-30-00-9115 | 1.00000   | 2,085.0000  | 2,085.00    |
| TOILET COMPARTMENTS        | 34-30-00-9115 | 1.00000   | 6,306.0000  | 6,306.00    |
| HM DOORS, FRAMES, HARDWARE | 34-30-00-9115 | 1.00000   | 752.6100    | 752.61      |
| CASEWORK                   | 34-30-00-9115 | 1.00000   | 15,251.8900 | 15,251.89   |
| PROJECTION SCREENS         | 34-30-00-9115 | 1.00000   | 1,956.4000  | 1,956.40    |
| ACOUSTIC CEILINGS          | 34-30-00-9115 | 1.00000   | 13,717.0000 | 13,717.00   |
| ADMIN FEE                  | 34-30-00-9115 | 1.00000   | 1,279.1000  | 1,279.10    |
| HVAC                       | 34-30-00-9115 | 1.00000   | 31,855.0000 | 31,855.00   |
|                            |               |           | =====       | \$86,598.00 |

REQUESTED  
 BY: DENNIS JORDAN

APPROVED  
 BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**City of Lake Geneva  
Council Meeting  
1/24/2011**

**Prepaid Checks - 1/6/11 through 1/19/11**

**\$36,344.07**

**CITY OF LAKE GENEVA  
ACCOUNTS PAYABLE ITEMS OVER \$1,000  
FOR THE COUNCIL MEETING DATED 1/24/11**

|   |                  |
|---|------------------|
| <b>BREAKDOWN PREPAID A/P COUNCIL MEETING DATE:</b>            | <b>1/24/2011</b> |
| <b>TOTAL UNPAID ACCOUNTS PAYABLE - 1/6/11 through 1/19/11</b> | <b>36,344.07</b> |
| <b>ITEMS &gt; \$1,000:</b>                                    |                  |
| Big Foot Construction Inc - Museum Remodel Draw 3             | -35,738.70       |
| <b>BALANCE OF OTHER ITEMS</b>                                 | <b>605.37</b>    |



DATE: 01/20/2011  
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CITY OF LAKE GENEVA  
PAID INVOICE LISTING

FROM 01/12/2011 TO 01/19/2011

| VENDOR # | INVOICE # | ITEM DESCRIPTION           | ACCOUNT NUMBER | INV. DATE | P.O. NUM | CHECK # | CHK DATE | CHECK AMT               | INVOICE AMT/<br>ITEM AMT |
|----------|-----------|----------------------------|----------------|-----------|----------|---------|----------|-------------------------|--------------------------|
| BFCONST  |           | BIG FOOT CONSTRUCTION INC. |                |           |          |         |          |                         |                          |
|          | DRAW 3    |                            |                |           |          |         |          |                         |                          |
|          |           | 01 MUSEUM REMODEL          | 3430009120     | 01/04/11  |          | 50531   | 01/12/11 | 35,738.70               | 35,738.70<br>35,738.70   |
|          |           |                            |                |           |          |         |          | VENDOR TOTAL:           | 35,738.70                |
|          |           |                            |                |           |          |         |          | TOTAL --- ALL INVOICES: | 35,738.70                |

**City of Lake Geneva  
Council Meeting  
1/24/2011**

**Accounts Payable Checks - through 1/19/11**

|                     |                                   |
|---------------------|-----------------------------------|
| 1. General Fund     | <u>\$ 163,632.69</u>              |
| 2. Debt Service     | <u>\$ 828.00</u>                  |
| 3. TID #4           | <u>\$ 142,860.04</u>              |
| 4. Lake Front       | <u>\$ 6,781.25</u>                |
| 5. Capital Projects | <u>\$ -</u>                       |
| 6. Parking Meter    | <u>\$ 197.46</u>                  |
| 7. Library Funds    | <u>\$ 2,195.86</u>                |
| 8. Impact Fees      | <u>                    </u>       |
| 9. Tax Agency Fund  | <u>\$ -</u>                       |
| Total All Funds     | <u><u><b>\$316,495.30</b></u></u> |

**CITY OF LAKE GENEVA  
 ACCOUNTS PAYABLE ITEMS OVER \$1,000  
 FOR THE COUNCIL MEETING DATED 1/24/11**

| <b>BREAKDOWN REGULAR A/P COUNCIL MEETING DATE:</b>                            | <b>1/24/2011</b>     |
|---|----------------------|
| <b>TOTAL UNPAID ACCOUNTS PAYABLE - THROUGH 1/19/11</b>                        | <b>\$ 316,495.30</b> |
| <b>ITEMS &gt; \$1,000:</b>  |                      |
| Scherrer Const Co Inc - Riviera Remodel Draw 1                                | -72,970.20           |
| Lake Geneva Utility Commission - 4th Qtr 2010 Hydrant Rental, Seasonal Meters | -57,007.08           |
| Johns Disposal Service Inc - 1/11 Refuse/Recycling Service                    | -35,128.50           |
| Big Foot Construction Inc - Museum Remodel Draw 4                             | -33,948.00           |
| Payne & Doland Inc - 2010 Street Improvement Program                          | -30,699.34           |
| Alliant Energy - Various Dept Electric Bills                                  | -22,319.23           |
| Oak Hill Cemetery - 1/11 Payment  | -13,333.33           |
| WE Energies - Various Dept Gas Bills  | -9,062.62            |
| McCormack & Etten Architects - 12/10 Architect Services                       | -5,242.50            |
| Municipal Justice Trust - 2010 Credit Card Charges                            | -4,137.19            |
| Rote Oil Company - Dyed/Undyed Diesel   | -3,926.53            |
| YMCA - 1/11 Payment   | -3,813.33            |
| Dueco Inc - Reach All Repair/Inspection                                       | -3,770.20            |
| WI Dept of Unemployment - 12/10 Unemployment Insurance                        | -3,031.68            |
| Crispell-Snyder Inc - Billable and City Engineering Projects                  | -2,945.25            |
| Telvent DTN - 2011 Weather Computer Maintenance                               | -2,124.00            |
| Tapco - Flasher Panel Mount, LED Balls  | -1,710.87            |
| Geneva Lake Environmental Agency - 1/11 Payment                               | -1,666.67            |
| US Bank - Police Credit Card Purchases  | -1,633.58            |
| Applied Mechanical Inc. - Fall Maintenance                                    | -1,531.00            |
| Lake Geneva Regional News - Billable and City Legal Notices/Ads               | -1,160.65            |
| Geneva Lake Museum - 1/11 Payment   | -1,000.00            |
| Balance of Other Items  | <b>4,333.55</b>      |

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CITY OF LAKE GENEVA  
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 01/25/2011

| INVOICE #<br>VENDOR # | INVOICE<br>DATE     | ITEM<br># | DESCRIPTION                    | ACCOUNT #                 | P.O. # | DUE DATE | ITEM AMT |
|-----------------------|---------------------|-----------|--------------------------------|---------------------------|--------|----------|----------|
| ALLIANT               | ALLIANT ENERGY/WP&L |           |                                |                           |        |          |          |
| REG11311              | 01/18/11            | 01        | INV 101952-010-SNAKE RD/HWY 50 | 11-34-10-5222             |        | 01/25/11 | 10.48    |
|                       |                     |           |                                | ELECTRICITY-FLASHERS      |        |          |          |
|                       |                     | 02        | INV 106985-010-STREET LIGHTS   | 11-34-10-5223             |        |          | 7,466.63 |
|                       |                     |           |                                | STREET LIGHTS ELECTRICITY |        |          |          |
|                       |                     | 03        | INV 114980-010-HWY 12/WHEELER  | 11-34-10-5222             |        |          | 10.16    |
|                       |                     |           |                                | ELECTRICITY-FLASHERS      |        |          |          |
|                       |                     | 04        | INV 124743-010-S LAKE SHORE DR | 11-52-00-5222             |        |          | 9.68     |
|                       |                     |           |                                | PARKS-ELECTRICITY         |        |          |          |
|                       |                     | 05        | INV 127818-010-W HWY 50 BLOCK  | 11-34-10-5222             |        |          | 10.48    |
|                       |                     |           |                                | ELECTRICITY-FLASHERS      |        |          |          |
|                       |                     | 06        | INV 140837-010-S LAKE SHORE DR | 11-34-10-5222             |        |          | 7.59     |
|                       |                     |           |                                | ELECTRICITY-FLASHERS      |        |          |          |
|                       |                     | 07        | INV 178856-010-GEORGE ST       | 11-34-10-5222             |        |          | 7.58     |
|                       |                     |           |                                | ELECTRICITY-FLASHERS      |        |          |          |
|                       |                     | 08        | INV 184924-010-COBB PARK       | 11-52-00-5222             |        |          | 29.15    |
|                       |                     |           |                                | PARKS-ELECTRICITY         |        |          |          |
|                       |                     | 09        | INV 216918-010-CITY HALL       | 11-16-10-5222             |        |          | 2,649.55 |
|                       |                     |           |                                | CITY HALL ELECTRICITY     |        |          |          |
|                       |                     | 10        | INV 239783-010-CENTRAL SCH     | 11-52-00-5222             |        |          | 9.56     |
|                       |                     |           |                                | PARKS-ELECTRICITY         |        |          |          |
|                       |                     | 11        | INV 268954-010-FLAT IRON PK    | 11-52-00-5222             |        |          | 473.19   |
|                       |                     |           |                                | PARKS-ELECTRICITY         |        |          |          |
|                       |                     | 12        | INV 277874-010-201 BROAD ST    | 11-34-10-5223             |        |          | 9.30     |
|                       |                     |           |                                | STREET LIGHTS ELECTRICITY |        |          |          |
|                       |                     | 13        | INV 292807-010-WELLS ST        | 11-34-10-5222             |        |          | 76.87    |
|                       |                     |           |                                | ELECTRICITY-FLASHERS      |        |          |          |
|                       |                     | 14        | INV 302769-010-DUNN BASEBALL   | 11-52-00-5922             |        |          | 66.61    |
|                       |                     |           |                                | DUNN FIELD ELECTRIC       |        |          |          |
|                       |                     | 15        | INV 315792-010-W MAIN/CENTER   | 11-34-10-5222             |        |          | 50.52    |
|                       |                     |           |                                | ELECTRICITY-FLASHERS      |        |          |          |
|                       |                     | 16        | INV 318816-010-HWY 50/HWY 12   | 11-34-10-5222             |        |          | 10.16    |
|                       |                     |           |                                | ELECTRICITY-FLASHERS      |        |          |          |
|                       |                     | 17        | INV 335773-010-WELL ST         | 11-34-10-5222             |        |          | 9.75     |
|                       |                     |           |                                | ELECTRICITY-FLASHERS      |        |          |          |

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CITY OF LAKE GENEVA  
DETAIL BOARD REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 01/25/2011

| INVOICE # | INVOICE DATE        | ITEM # | DESCRIPTION                    | ACCOUNT #              | P.O. # | DUE DATE | ITEM AMT |
|-----------|---------------------|--------|--------------------------------|------------------------|--------|----------|----------|
| ALLIANT   | ALLIANT ENERGY/WP&L |        |                                |                        |        |          |          |
| RE011311  | 01/18/11            | 18     | INV 336765-010-FLAT IRON PK    | 11-52-00-5222          |        | 01/25/11 | 9.56     |
|           |                     |        |                                | PARKS-ELECTRICITY      |        |          |          |
|           |                     | 19     | INV 279779-010-918 MAIN ST     | 99-00-00-5222          |        |          | 1,168.02 |
|           |                     |        |                                | LIBRARY UTILITIES      |        |          |          |
|           |                     | 20     | INV 355867-010-DODGE ST        | 11-34-10-5222          |        |          | 14.99    |
|           |                     |        |                                | ELECTRICITY-FLASHERS   |        |          |          |
|           |                     | 21     | INV 375931-010-RIVIERA PIER    | 40-55-30-5222          |        |          | 2,065.92 |
|           |                     |        |                                | PIER ELECTRIC          |        |          |          |
|           |                     | 22     | INV 392817-010-LIBRARY PK      | 11-52-00-5222          |        |          | 39.33    |
|           |                     |        |                                | PARKS-ELECTRICITY      |        |          |          |
|           |                     | 23     | INV 414934-010-101 BROAD 9TH F | 11-34-10-5222          |        |          | 181.78   |
|           |                     |        |                                | ELECTRICITY-FLASHERS   |        |          |          |
|           |                     | 24     | INV 426987-010-RR3 BLK FLASHER | 11-34-10-5222          |        |          | 10.16    |
|           |                     |        |                                | ELECTRICITY-FLASHERS   |        |          |          |
|           |                     | 25     | INV 433829-010-FIRE HOUSE      | 11-22-00-5222          |        |          | 803.76   |
|           |                     |        |                                | FIREHOUSE ELECTRICITY  |        |          |          |
|           |                     | 26     | INV 433906-010-HAVENWOOD       | 11-34-10-5222          |        |          | 7.29     |
|           |                     |        |                                | ELECTRICITY-FLASHERS   |        |          |          |
|           |                     | 27     | INV 434743-010-HWY 12/HWY 36   | 11-34-10-5222          |        |          | 10.16    |
|           |                     |        |                                | ELECTRICITY-FLASHERS   |        |          |          |
|           |                     | 28     | INV 514311-001-BAKER/SEMINARY  | 11-34-10-5222          |        |          | 25.29    |
|           |                     |        |                                | ELECTRICITY-FLASHERS   |        |          |          |
|           |                     | 29     | INV 517852-001-SAGE ST/DUNN    | 11-29-00-5222          |        |          | 5.01     |
|           |                     |        |                                | SIRENS ELECTRICTY      |        |          |          |
|           |                     | 30     | INV 544871-001-VET'S PK/TOWNLI | 11-52-01-5222          |        |          | 198.82   |
|           |                     |        |                                | VETS PARKS-ELECTRICITY |        |          |          |
|           |                     | 31     | INV 560544-002-1003 HOST DR    | 11-22-00-5222          |        |          | 238.05   |
|           |                     |        |                                | FIREHOUSE ELECTRICITY  |        |          |          |
|           |                     | 32     | INV 589078-001-RUSH ST         | 11-52-00-5222          |        |          | 30.99    |
|           |                     |        |                                | PARKS-ELECTRICITY      |        |          |          |
|           |                     | 33     | INV 589905-001-BEACH HOUSE     | 40-54-10-5222          |        |          | 570.83   |
|           |                     |        |                                | BEACH ELECTRIC         |        |          |          |
|           |                     | 34     | INV 590084-001-DONIAN PK       | 11-52-00-5222          |        |          | 325.96   |
|           |                     |        |                                | PARKS-ELECTRICITY      |        |          |          |

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CITY OF LAKE GENEVA  
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 01/25/2011

| INVOICE #<br>VENDOR #       | INVOICE<br>DATE | ITEM<br># | DESCRIPTION                    | ACCOUNT #     | P.O. # | DUE DATE | ITEM AMT |
|-----------------------------|-----------------|-----------|--------------------------------|---------------|--------|----------|----------|
| ALLIANT ALLIANT ENERGY/WP&L |                 |           |                                |               |        |          |          |
| RE011311                    | 01/18/11        | 35        | INV 489578-003-MUSEUM          | 11-51-10-5222 |        | 01/25/11 | 512.46   |
|                             |                 | 36        | INV 594309-001-STREET LIGHTS   | 11-34-10-5223 |        |          | 296.77   |
|                             |                 | 37        | INV 605259-001-GENEVA ST LOT   | 11-34-10-5222 |        |          | 558.18   |
|                             |                 | 38        | INV 614948-001-VETS PK SCOREBO | 11-52-01-5222 |        |          | 141.87   |
|                             |                 | 39        | INV 619678-001-LASALLE ST SIRE | 11-29-00-5222 |        |          | 11.77    |
|                             |                 | 40        | INV 621825-001-SO WELLS        | 11-34-10-5222 |        |          | 29.14    |
|                             |                 | 41        | INV 621606-001-WELLS ST        | 11-34-10-5222 |        |          | 27.57    |
|                             |                 | 42        | INV 626232-001-HWY 50/HWY 12   | 11-34-10-5222 |        |          | 42.55    |
|                             |                 | 43        | INV 627270-001-730 MARSHALL SI | 11-29-00-5222 |        |          | 17.05    |
|                             |                 | 44        | INV 628749-001-W COOK SIREN    | 11-29-00-5222 |        |          | 11.61    |
|                             |                 | 46        | INV 640082-001-201 EDWARDS SIR | 11-29-00-5222 |        |          | 10.61    |
|                             |                 | 47        | INV 188965-013-1065 CAREY      | 11-32-10-5222 |        |          | 709.25   |
|                             |                 | 48        | INV 243947-013-1055 CAREY      | 11-32-10-5222 |        |          | 223.59   |
|                             |                 | 49        | INV 147744-014-1070 CAREY      | 11-32-10-5222 |        |          | 182.86   |
|                             |                 | 50        | INV 654168-001-HWY 50 SIGNAL   | 11-34-10-5223 |        |          | 207.04   |
|                             |                 | 51        | INV 653994-001-HWY 120/TOWNLIN | 11-34-10-5222 |        |          | 114.07   |
|                             |                 | 52        | INV 656566-001-HWY 120/BLOOMFI | 11-34-10-5223 |        |          | 126.50   |

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CITY OF LAKE GENEVA  
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| INVOICE #<br>VENDOR #        | INVOICE<br>DATE | ITEM<br># | DESCRIPTION                    | ACCOUNT #                  | P.O. # | DUE DATE       | ITEM AMT  |
|------------------------------|-----------------|-----------|--------------------------------|----------------------------|--------|----------------|-----------|
| ALLIANT ALLIANT ENERGY/WP&L  |                 |           |                                |                            |        |                |           |
| RE011311                     | 01/18/11        | 53        | INV 652115-002-WALMART         | 11-34-10-5223              |        | 01/25/11       | 97.05     |
|                              |                 | 54        | INV 657276-002-389 EDWARDS     | 11-34-10-5223              |        |                | 99.79     |
|                              |                 | 55        | INV 492771-003-GENEVA SQ       | 11-34-10-5223              |        |                | 39.82     |
|                              |                 | 56        | INV 675414-001-VETS PK PAVILIA | 11-52-01-5222              |        |                | 176.04    |
|                              |                 | 57        | INV 679833-001-LOT LITE        | 11-34-10-5223              |        |                | 439.75    |
|                              |                 | 58        | INV 696255-001-SHARED SAVINGS  | 20-81-00-5663              |        |                | 48.23     |
|                              |                 | 59        | INV 699860-001-IMPOUND         | 11-21-00-5361              |        |                | 23.75     |
|                              |                 | 60        | INV 696255-001-SHARED SAVINGS  | 20-81-00-5623              |        |                | 779.77    |
|                              |                 | 61        | INV 703615-001-MAIN ST LIGHTS  | 11-34-10-5223              |        |                | 517.32    |
|                              |                 | 62        | INV 703098-001-LIB PK RESTROOM | 11-52-00-5222              |        |                | 109.22    |
|                              |                 | 63        | INV 308751-011-120 E SHERIDAN  | 11-17-10-5222              |        |                | 152.42    |
|                              |                 |           |                                |                            |        | INVOICE TOTAL: | 22,319.23 |
|                              |                 |           |                                |                            |        | VENDOR TOTAL:  | 22,319.23 |
| AMI APPLIED MECHANICAL INC.  |                 |           |                                |                            |        |                |           |
| 9021                         | 12/31/10        | 01        | FALL MAINT                     | 11-16-10-5360              |        | 01/25/11       | 1,531.00  |
|                              |                 |           |                                | CITY HALL MAINT SERVICE CO |        |                |           |
|                              |                 |           |                                |                            |        | INVOICE TOTAL: | 1,531.00  |
|                              |                 |           |                                |                            |        | VENDOR TOTAL:  | 1,531.00  |
| AMYS AMY'S SHIPPING EMPORIUM |                 |           |                                |                            |        |                |           |
| 102724                       | 01/05/11        | 01        | POSTAGE-HAND HELD SERVICE      | 42-34-50-5310              |        | 01/25/11       | 11.23     |
|                              |                 |           |                                | PARKING METERS OFFICE SUPP |        |                |           |
|                              |                 |           |                                |                            |        | INVOICE TOTAL: | 11.23     |
|                              |                 |           |                                |                            |        | VENDOR TOTAL:  | 11.23     |

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CITY OF LAKE GENEVA  
DETAIL BOARD REPORT

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| INVOICE #<br>VENDOR # | INVOICE<br>DATE            | ITEM<br># | DESCRIPTION              | ACCOUNT #                                   | P.O. # | DUE DATE       | ITEM AMT |
|-----------------------|----------------------------|-----------|--------------------------|---|--------|----------------|----------|
| -----                 |                            |           |                          |   |        |                |          |
| AT&TO                 | AT&T ONENET SERVICE        |           |                          |   |        |                |          |
| RE011311              | 01/01/11                   | 01        | CHARGES-1/11             | 11-21-00-5221                               |        | 01/25/11       | 25.72    |
|                       |                            | 02        | CHARGES-1/11             | PD TELEPHONE EXPENSE<br>11-22-00-5221       |        |                | 10.45    |
|                       |                            | 03        | CHARGES-1/11             | FIRE DEPT TELEPHONE EXPENS<br>40-55-20-5221 |        |                | 0.07     |
|                       |                            | 04        | CHARGES-1/11             | RIVIERA ELEVATOR PHONE EXP<br>11-12-00-5221 |        |                | 7.09     |
|                       |                            | 05        | CHARGES-1/11             | MUNICIPAL CT TELEPHONE<br>11-16-10-5221     |        |                | 24.43    |
|                       |                            | 06        | CHARGES-1/11             | CITY HALL TELEPHONE EXPENS<br>11-32-10-5221 |        |                | 2.69     |
|                       |                            | 07        | CHARGES-1/11             | ST DEPT TELEPHONE EXPENSE<br>99-00-00-5221  |        |                | 10.38    |
|                       |                            | 08        | CHARGES-1/11             | LIBRARY TELEPHONE/PAGER<br>42-34-50-5221    |        |                | 5.56     |
|                       |                            |           |                          | TELEPHONE EXPENSE                           |        |                |          |
|                       |                            |           |                          |   |        | INVOICE TOTAL: | 86.39    |
|                       |                            |           |                          |   |        | VENDOR TOTAL:  | 86.39    |
| AUREAP                | AURORA EAP                 |           |                          |   |        |                |          |
| IN-5189               | 12/31/10                   | 01        | 1ST QTR 2011 FEE         | 11-10-20-5135                               |        | 01/25/11       | 937.50   |
|                       |                            |           |                          | EAP PROGRAM                                 |        |                |          |
|                       |                            |           |                          |   |        | INVOICE TOTAL: | 937.50   |
|                       |                            |           |                          |   |        | VENDOR TOTAL:  | 937.50   |
| BEK                   | BEK SPECIALTIES            |           |                          |   |        |                |          |
| 16913                 | 01/12/11                   | 01        | "KEY TO CITY"-LIONS CLUB | 11-14-10-5399                               |        | 01/25/11       | 22.50    |
|                       |                            |           |                          | MAYOR MISC EXPENSE                          |        |                |          |
|                       |                            |           |                          |   |        | INVOICE TOTAL: | 22.50    |
|                       |                            |           |                          |   |        | VENDOR TOTAL:  | 22.50    |
| BFCONST               | BIG FOOT CONSTRUCTION INC. |           |                          |   |        |                |          |

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CITY OF LAKE GENEVA  
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| INVOICE #<br>VENDOR #              | INVOICE<br>DATE | ITEM<br># | DESCRIPTION         | ACCOUNT #                                   | P.O. # | DUE DATE       | ITEM AMT  |
|------------------------------------|-----------------|-----------|---------------------|---|--------|----------------|-----------|
| -----                              |                 |           |                     |   |        |                |           |
| BFCONST BIG FOOT CONSTRUCTION INC. |                 |           |                     |   |        |                |           |
| DRAW 4                             | 01/18/11        | 01        | MUSEUM REMODEL      | 34-30-00-9120<br>MUSEUM REMODEL             |        | 01/25/11       | 33,948.00 |
|                                    |                 |           |                     |   |        | INVOICE TOTAL: | 33,948.00 |
|                                    |                 |           |                     |   |        | VENDOR TOTAL:  | 33,948.00 |
| BROOKS BROOKS TRACTOR INC          |                 |           |                     |   |        |                |           |
| S10762                             | 01/04/11        | 01        | VALVE-LOADER        | 11-32-12-5250<br>SNOW & ICE CONTROL-REPAIRS |        | 01/25/11       | 145.34    |
|                                    |                 |           |                     |   |        | INVOICE TOTAL: | 145.34    |
|                                    |                 |           |                     |   |        | VENDOR TOTAL:  | 145.34    |
| BUMPL BUMPER TO BUMPER AUTO PARTS  |                 |           |                     |   |        |                |           |
| 662-192155                         | 01/13/11        | 01        | RELAY-TRK 21        | 11-32-10-5351<br>VEHICLE/EQUIPMENT MAINTENA |        | 01/25/11       | 12.11     |
|                                    |                 |           |                     |   |        | INVOICE TOTAL: | 12.11     |
| 662-192159                         | 01/13/11        | 01        | EMERY CLOTH,CLEANER | 11-32-10-5351<br>VEHICLE/EQUIPMENT MAINTENA |        | 01/25/11       | 13.27     |
|                                    |                 |           |                     |   |        | INVOICE TOTAL: | 13.27     |
|                                    |                 |           |                     |   |        | VENDOR TOTAL:  | 25.38     |
| CDW CDW GOVERNMENT INC.            |                 |           |                     |   |        |                |           |
| VZS3964                            | 01/03/11        | 01        | BACK UP BATTERY     | 11-15-10-5450<br>ACCTG & DP PROGRAMMING     |        | 01/25/11       | 27.13     |
|                                    |                 |           |                     |   |        | INVOICE TOTAL: | 27.13     |
|                                    |                 |           |                     |   |        | VENDOR TOTAL:  | 27.13     |
| CRISP CRISPELL-SNYDER, INC.        |                 |           |                     |   |        |                |           |
| 12726                              | 12/31/10        | 01        | 12/10 ENG-DAVIS CSM | 11-00-00-1391<br>A/R BILL OUTS              |        | 01/25/11       | 367.00    |
|                                    |                 |           |                     |   |        | INVOICE TOTAL: | 367.00    |

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|-----------------------|-------------------------------|-----------|-----------------------------|---------------------------|--------|----------------|----------|
| -----                 |                               |           |                             |                           |        |                |          |
| CRISP                 | CRISPELL-SNYDER, INC.         |           |                             |                           |        |                |          |
| 12727                 | 12/31/10                      | 01        | 12/10 ENG-N2260 CTH H ANNEX | 11-00-00-1391             |        | 01/25/11       | 55.00    |
|                       |                               |           |                             | A/R BILL OUTS             |        |                |          |
|                       |                               |           |                             |                           |        | INVOICE TOTAL: | 55.00    |
| 12729                 | 12/31/10                      | 01        | MAPPING                     | 11-30-00-5216             |        | 01/25/11       | 2,523.25 |
|                       |                               |           |                             | CITY ENGINEERING FEES     |        |                |          |
|                       |                               |           |                             |                           |        | INVOICE TOTAL: | 2,523.25 |
|                       |                               |           |                             |                           |        | VENDOR TOTAL:  | 2,945.25 |
| DUECO                 | DUECO INC                     |           |                             |                           |        |                |          |
| 245250                | 01/11/11                      | 01        | REACH ALL REPAIR/INSP       | 11-32-10-5250             |        | 01/25/11       | 3,770.20 |
|                       |                               |           |                             | ST DEPT EQUIPMENT REPAIRS |        |                |          |
|                       |                               |           |                             |                           |        | INVOICE TOTAL: | 3,770.20 |
|                       |                               |           |                             |                           |        | VENDOR TOTAL:  | 3,770.20 |
| DUI                   | UNEMPLOYMENT INSURANCE        |           |                             |                           |        |                |          |
| 2119741               | 01/05/11                      | 01        | 12/10 UNEMPLOYMENT-FIRE     | 11-10-00-5154             |        | 01/25/11       | 1,016.12 |
|                       |                               |           |                             | UNEMPLOYMENT COMPENSATION |        |                |          |
|                       |                               | 02        | 12/10 UNEMPLOYMENT-POLICE   | 11-10-00-5154             |        |                | 1,932.65 |
|                       |                               |           |                             | UNEMPLOYMENT COMPENSATION |        |                |          |
|                       |                               | 03        | 12/10 UNEMPLOYMENT-RIVIERA  | 11-10-00-5154             |        |                | 82.91    |
|                       |                               |           |                             | UNEMPLOYMENT COMPENSATION |        |                |          |
|                       |                               |           |                             |                           |        | INVOICE TOTAL: | 3,031.68 |
|                       |                               |           |                             |                           |        | VENDOR TOTAL:  | 3,031.68 |
| DYKST                 | DIANA DYKSTRA                 |           |                             |                           |        |                |          |
| 110910                | 11/09/10                      | 01        | 9/10 TRAINING SVC-BAL DUE   | 11-14-30-5126             |        | 01/25/11       | 50.00    |
|                       |                               |           |                             | CITY HALL SEASONAL WAGES  |        |                |          |
|                       |                               |           |                             |                           |        | INVOICE TOTAL: | 50.00    |
|                       |                               |           |                             |                           |        | VENDOR TOTAL:  | 50.00    |
| EBC                   | EMPLOYEE BENEFITS CORPORATION |           |                             |                           |        |                |          |

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|--------------------------------------|-----------------|-----------|----------------------|----------------------------|--------|----------------|----------|
| EBC EMPLOYEE BENEFITS CORPORATION    |                 |           |                      |                            |        |                |          |
| 974144                               | 01/15/11        | 01        | 2/11 FLEX ADMIN      | 11-10-20-5132              |        | 01/25/11       | 142.50   |
|                                      |                 |           |                      | HEALTH AND DENTAL ADMIN CH |        |                |          |
|                                      |                 |           |                      |                            |        | INVOICE TOTAL: | 142.50   |
| 974145                               | 01/15/11        | 01        | 2/11 COBRA ADMIN     | 11-10-20-5132              |        | 01/25/11       | 78.10    |
|                                      |                 |           |                      | HEALTH AND DENTAL ADMIN CH |        |                |          |
|                                      |                 |           |                      |                            |        | INVOICE TOTAL: | 78.10    |
| 974146                               | 01/15/11        | 01        | 2/11 BENNYCARD ADMIN | 11-10-20-5132              |        | 01/25/11       | 43.50    |
|                                      |                 |           |                      | HEALTH AND DENTAL ADMIN CH |        |                |          |
|                                      |                 |           |                      |                            |        | INVOICE TOTAL: | 43.50    |
|                                      |                 |           |                      |                            |        | VENDOR TOTAL:  | 264.10   |
| GFOA GOV FINANCE OFFICER ASSOC       |                 |           |                      |                            |        |                |          |
| 0140010-2011                         | 01/05/11        | 01        | 2011 DUES            | 11-15-10-5320              |        | 01/25/11       | 170.00   |
|                                      |                 |           |                      | ACCTG PROFESSIONAL DUES    |        |                |          |
|                                      |                 |           |                      |                            |        | INVOICE TOTAL: | 170.00   |
|                                      |                 |           |                      |                            |        | VENDOR TOTAL:  | 170.00   |
| GLENV GENEVA LAKE ENVIRONMENTAL AGEN |                 |           |                      |                            |        |                |          |
| 1/11                                 | 01/13/11        | 01        |                      | 40-54-10-5730              |        | 01/25/11       | 1,666.67 |
|                                      |                 |           |                      | GLAKE ENVIRONMENTAL AGENCY |        |                |          |
|                                      |                 |           |                      |                            |        | INVOICE TOTAL: | 1,666.67 |
|                                      |                 |           |                      |                            |        | VENDOR TOTAL:  | 1,666.67 |
| GLMUS GENEVA LAKE MUSEUM             |                 |           |                      |                            |        |                |          |
| 1/11                                 | 01/13/11        | 01        | 1/11 PAYMENT         | 11-51-10-5735              |        | 01/25/11       | 1,000.00 |
|                                      |                 |           |                      | MUSEUM-OPERATIONS SUBSIDY  |        |                |          |
|                                      |                 |           |                      |                            |        | INVOICE TOTAL: | 1,000.00 |
|                                      |                 |           |                      |                            |        | VENDOR TOTAL:  | 1,000.00 |
| HARRIS HARRIS COMPUTER               |                 |           |                      |                            |        |                |          |

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|------------------------|-----------------|-----------|-----------------------|---|--------|----------------|----------|
| HARRIS HARRIS COMPUTER |                 |           |                       |   |        |                |          |
| XT00002328             | 01/01/11        | 01        | W-2 FORMS             | 11-15-10-5310<br>ACCTG & DP OFFICE SUPPLIES |        | 01/25/11       | 69.00    |
|                        |                 |           |                       |   |        | INVOICE TOTAL: | 69.00    |
|                        |                 |           |                       |   |        | VENDOR TOTAL:  | 69.00    |
| IGFOA IGFOA            |                 |           |                       |   |        |                |          |
| 3603304                | 01/08/11        | 01        | 2011 DUES             | 11-15-10-5320<br>ACCTG PROFESSIONAL DUES    |        | 01/25/11       | 25.00    |
|                        |                 |           |                       |   |        | INVOICE TOTAL: | 25.00    |
|                        |                 |           |                       |   |        | VENDOR TOTAL:  | 25.00    |
| ITU ITU INC            |                 |           |                       |   |        |                |          |
| 5186595                | 08/26/10        | 01        | MATS                  | 11-16-10-5360<br>CITY HALL MAINT SERVICE CO |        | 01/25/11       | 53.73    |
|                        |                 |           |                       |   |        | INVOICE TOTAL: | 53.73    |
| 5201826                | 09/23/10        | 01        | MATS                  | 11-16-10-5360<br>CITY HALL MAINT SERVICE CO |        | 01/25/11       | 53.73    |
|                        |                 |           |                       |   |        | INVOICE TOTAL: | 53.73    |
| 5245218                | 12/10/10        | 01        | MATS                  | 11-16-10-5360<br>CITY HALL MAINT SERVICE CO |        | 01/25/11       | 69.07    |
|                        |                 |           |                       |   |        | INVOICE TOTAL: | 69.07    |
| 5260443                | 01/07/11        | 01        | MOPS, MATS, FRAGRANCE | 40-55-20-5350<br>BLDG. MAINTENANCE SUPPLIES |        | 01/25/11       | 60.12    |
|                        |                 |           |                       |   |        | INVOICE TOTAL: | 60.12    |
| 5260444                | 01/07/11        | 01        | MATS                  | 11-16-10-5360<br>CITY HALL MAINT SERVICE CO |        | 01/25/11       | 69.07    |
|                        |                 |           |                       |   |        | INVOICE TOTAL: | 69.07    |
|                        |                 |           |                       |   |        | VENDOR TOTAL:  | 305.72   |

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| INVOICE # | INVOICE DATE                | ITEM # | DESCRIPTION                   | ACCOUNT #                  | P.O. # | DUE DATE       | ITEM AMT  |
|-----------|-----------------------------|--------|-------------------------------|----------------------------|--------|----------------|-----------|
| -----     |                             |        |                               |                            |        |                |           |
| JOHNS     | JOHNS DISPOSAL SERVICE INC. |        |                               |                            |        |                |           |
| 35600     | 01/05/11                    | 01     | 1/11 RECYCLING SVC            | 11-36-00-5297              |        | 01/25/11       | 10,614.50 |
|           |                             | 02     | 1/11 REFUSE SVC               | 11-36-00-5294              |        |                | 24,219.00 |
|           |                             | 03     | 1/11 30 YD ROLL OFF CONTAINER | 11-36-00-5296              |        |                | 295.00    |
|           |                             |        |                               | SOLID WASTE - STREET DEPT. |        |                |           |
|           |                             |        |                               |                            |        | INVOICE TOTAL: | 35,128.50 |
|           |                             |        |                               |                            |        | VENDOR TOTAL:  | 35,128.50 |
| KOPY      | KOPY KATS PRINTING          |        |                               |                            |        |                |           |
| 16793     | 11/09/10                    | 01     | OLD TIME NEWSLETTER           | 11-70-00-5720              |        | 01/25/11       | 60.00     |
|           |                             |        |                               | HISTORIC PRESERVATION      |        |                |           |
|           |                             |        |                               |                            |        | INVOICE TOTAL: | 60.00     |
| 16963     | 12/07/10                    | 01     | OLD TIME NEWSLETTER           | 11-70-00-5720              |        | 01/25/11       | 60.00     |
|           |                             |        |                               | HISTORIC PRESERVATION      |        |                |           |
|           |                             |        |                               |                            |        | INVOICE TOTAL: | 60.00     |
| 17062     | 01/03/11                    | 01     | OLD TIME NEWSLETTER           | 11-70-00-5720              |        | 01/25/11       | 60.00     |
|           |                             |        |                               | HISTORIC PRESERVATION      |        |                |           |
|           |                             |        |                               |                            |        | INVOICE TOTAL: | 60.00     |
|           |                             |        |                               |                            |        | VENDOR TOTAL:  | 180.00    |
| LGREG     | LAKE GENEVA REGIONAL NEWS   |        |                               |                            |        |                |           |
| 854814    | 12/16/10                    | 01     | AD:TAX COLLECTION             | 11-15-30-5310              |        | 01/25/11       | 67.80     |
|           |                             |        |                               | TREASURER OFFICE SUPPLIES  |        |                |           |
|           |                             |        |                               |                            |        | INVOICE TOTAL: | 67.80     |
| 854815    | 12/16/10                    | 01     | AD:SENIOR STICKER NOTICE      | 42-34-50-5340              |        | 01/25/11       | 67.80     |
|           |                             |        |                               | OPERATING SUPPLIES-TICKETS |        |                |           |
|           |                             |        |                               |                            |        | INVOICE TOTAL: | 67.80     |
| 855231    | 12/23/10                    | 01     | LN: 11/22 COUNCIL MINUTES     | 11-10-00-5314              |        | 01/25/11       | 675.08    |
|           |                             |        |                               | OFFICIAL PUBLICATIONS & NO |        |                |           |
|           |                             |        |                               |                            |        | INVOICE TOTAL: | 675.08    |

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|-----------------------|--------------------------------|-----------|------------------------------|----------------------------|--------|----------------|-----------|
| -----                 |                                |           |                              |                            |        |                |           |
| LGREG                 | LAKE GENEVA REGIONAL NEWS      |           |                              |                            |        |                |           |
| 855234                | 12/23/10                       | 01        | LN:11/22 BUDGET MTG MINUTES  | 11-10-00-5314              |        | 01/25/11       | 64.52     |
|                       |                                |           |                              | OFFICIAL PUBLICATIONS & NO |        |                |           |
|                       |                                |           |                              |                            |        | INVOICE TOTAL: | 64.52     |
| 855530                | 12/23/10                       | 01        | AD:TAX COLLECTION            | 11-15-30-5310              |        | 01/25/11       | 67.80     |
|                       |                                |           |                              | TREASURER OFFICE SUPPLIES  |        |                |           |
|                       |                                |           |                              |                            |        | INVOICE TOTAL: | 67.80     |
| 855532                | 12/23/10                       | 01        | AD:SENIOR STICKER NOTICE     | 42-34-50-5340              |        | 01/25/11       | 67.80     |
|                       |                                |           |                              | OPERATING SUPPLIES-TICKETS |        |                |           |
|                       |                                |           |                              |                            |        | INVOICE TOTAL: | 67.80     |
| 855844                | 12/30/10                       | 01        | LN:LIQUOR LIC APPL-HONG KONG | 11-10-00-5315              |        | 01/25/11       | 17.96     |
|                       |                                |           |                              | PUBLICATION FEES REIMBURSA |        |                |           |
|                       |                                |           |                              |                            |        | INVOICE TOTAL: | 17.96     |
| 856338                | 01/06/11                       | 01        | LN:SALYER COND USE           | 11-10-00-5315              |        | 01/25/11       | 45.94     |
|                       |                                |           |                              | PUBLICATION FEES REIMBURSA |        |                |           |
|                       |                                |           |                              |                            |        | INVOICE TOTAL: | 45.94     |
| 856339                | 01/06/11                       | 01        | LN:GENEVA MEADOWS ZONING     | 11-10-00-5314              |        | 01/25/11       | 48.32     |
|                       |                                |           |                              | OFFICIAL PUBLICATIONS & NO |        |                |           |
|                       |                                |           |                              |                            |        | INVOICE TOTAL: | 48.32     |
| 856400                | 01/06/11                       | 01        | LN:SINGH COND USE            | 11-10-00-5315              |        | 01/25/11       | 37.63     |
|                       |                                |           |                              | PUBLICATION FEES REIMBURSA |        |                |           |
|                       |                                |           |                              |                            |        | INVOICE TOTAL: | 37.63     |
|                       |                                |           |                              |                            |        | VENDOR TOTAL:  | 1,160.65  |
|                       |                                |           |                              |                            |        |                |           |
| LGUTI                 | LAKE GENEVA UTILITY COMMISSION |           |                              |                            |        |                |           |
| 3340                  | 01/06/11                       | 01        | 4TH QTR 2010 HYDRANT RENTAL  | 11-22-10-5229              |        | 01/25/11       | 56,980.92 |
|                       |                                |           |                              | FIRE PROTECTION-HYDRANT RE |        |                |           |
|                       |                                |           |                              |                            |        | INVOICE TOTAL: | 56,980.92 |

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|---------------------|--------------------------------|--------|-----------------------------|----------------------------|--------|----------------|-----------|
| -----               |                                |        |                             |                            |        |                |           |
| LGUTI               | LAKE GENEVA UTILITY COMMISSION |        |                             |                            |        |                |           |
| 3344                | 01/10/11                       | 01     | SEASONAL METERS             | 11-52-00-5227              |        | 01/25/11       | 26.16     |
|                     |                                |        |                             | FOUNTAINS/STATUES-WATER/SE |        |                |           |
|                     |                                |        |                             |                            |        | INVOICE TOTAL: | 26.16     |
|                     |                                |        |                             |                            |        | VENDOR TOTAL:  | 57,007.08 |
|                     |                                |        |                             |                            |        |                |           |
| LINI                | GRACE LININGER                 |        |                             |                            |        |                |           |
| 11/10               | 11/30/10                       | 01     | 11/10 MILEAGE-13 MILES      | 11-15-40-5330              |        | 01/25/11       | 6.50      |
|                     |                                |        |                             | ASSESSOR TRAVEL-MILEAGE    |        |                |           |
|                     |                                |        |                             |                            |        | INVOICE TOTAL: | 6.50      |
| 12/10               | 12/22/10                       | 01     | 12/10 MILEAGE-12 MILES      | 11-15-40-5330              |        | 01/25/11       | 6.00      |
|                     |                                |        |                             | ASSESSOR TRAVEL-MILEAGE    |        |                |           |
|                     |                                |        |                             |                            |        | INVOICE TOTAL: | 6.00      |
| EYEGLOSS REIMB-2011 | 01/10/11                       | 01     | 2011 EYEGLOSS REIMBURSEMENT | 11-15-40-5133              |        | 01/25/11       | 105.00    |
|                     |                                |        |                             | INSURANCE DEDUCTIBLE REIMB |        |                |           |
|                     |                                |        |                             |                            |        | INVOICE TOTAL: | 105.00    |
|                     |                                |        |                             |                            |        | VENDOR TOTAL:  | 117.50    |
|                     |                                |        |                             |                            |        |                |           |
| MAILFI              | MAILFINANCE                    |        |                             |                            |        |                |           |
| H2163730            | 01/04/11                       | 01     | METER LEASE-2/11            | 11-16-10-5532              |        | 01/25/11       | 189.82    |
|                     |                                |        |                             | CH POSTAGE METER RENT & EX |        |                |           |
|                     |                                |        |                             |                            |        | INVOICE TOTAL: | 189.82    |
|                     |                                |        |                             |                            |        | VENDOR TOTAL:  | 189.82    |
|                     |                                |        |                             |                            |        |                |           |
| MARTIN              | MARTIN BUSINESS GROUP          |        |                             |                            |        |                |           |
| 1095296             | 01/11/11                       | 01     | RICOH PRINTER TONER         | 11-16-10-5310              |        | 01/25/11       | 90.00     |
|                     |                                |        |                             | CITY HALL OFFICE SUPPLIES  |        |                |           |
|                     |                                |        |                             |                            |        | INVOICE TOTAL: | 90.00     |
|                     |                                |        |                             |                            |        | VENDOR TOTAL:  | 90.00     |
|                     |                                |        |                             |                            |        |                |           |
| MAXIM               | MAXIM REBUILDERS, INC.         |        |                             |                            |        |                |           |

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CITY OF LAKE GENEVA  
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| INVOICE #<br>VENDOR # | INVOICE<br>DATE             | ITEM<br># | DESCRIPTION              | ACCOUNT #                  | P.O. # | DUE DATE       | ITEM AMT |
|-----------------------|-----------------------------|-----------|--------------------------|----------------------------|--------|----------------|----------|
| -----                 |                             |           |                          |                            |        |                |          |
| MAXIM                 | MAXIM REBUILDERS, INC.      |           |                          |                            |        |                |          |
| 92080                 | 12/07/10                    | 01        | REBUILD MOTOR-VAC ALL    | 11-32-10-5250              |        | 01/25/11       | 155.00   |
|                       |                             |           |                          | ST DEPT EQUIPMENT REPAIRS  |        |                |          |
|                       |                             |           |                          |                            |        | INVOICE TOTAL: | 155.00   |
|                       |                             |           |                          |                            |        | VENDOR TOTAL:  | 155.00   |
| MCCORM                | MCCORMACK & ETEN ARCHITECTS |           |                          |                            |        |                |          |
| 0336-12/10            | 01/01/11                    | 01        | 12/10 ARCHITECT SVCS     | 34-30-00-9120              |        | 01/25/11       | 781.25   |
|                       |                             |           |                          | MUSEUM REMODEL             |        |                |          |
|                       |                             |           |                          |                            |        | INVOICE TOTAL: | 781.25   |
| 1026-12/10            | 01/01/11                    | 01        | 12/10 ARCHITECT SVCS     | 34-30-00-9115              |        | 01/25/11       | 4,461.25 |
|                       |                             |           |                          | RIVIERA RENOVATIONS        |        |                |          |
|                       |                             |           |                          |                            |        | INVOICE TOTAL: | 4,461.25 |
|                       |                             |           |                          |                            |        | VENDOR TOTAL:  | 5,242.50 |
| MJT                   | MUNICIPAL JUSTICE TRUST     |           |                          |                            |        |                |          |
| ELAN-2010             | 01/18/11                    | 01        | 2010 CREDIT CARD CHARGES | 11-12-00-5381              |        | 01/25/11       | 4,137.19 |
|                       |                             |           |                          | MUNICIPAL COURT OPERATIONS |        |                |          |
|                       |                             |           |                          |                            |        | INVOICE TOTAL: | 4,137.19 |
|                       |                             |           |                          |                            |        | VENDOR TOTAL:  | 4,137.19 |
| NAPAE                 | NAPA AUTO PARTS-ELKHORN     |           |                          |                            |        |                |          |
| 783958                | 01/07/11                    | 01        | HALOGEN HEADLIGHT        | 11-32-10-5351              |        | 01/25/11       | 11.40    |
|                       |                             |           |                          | VEHICLE/EQUIPMENT MAINTENA |        |                |          |
|                       |                             |           |                          |                            |        | INVOICE TOTAL: | 11.40    |
| 784671                | 01/13/11                    | 01        | BULBS,HALOGEN HEADLIGHTS | 11-32-10-5351              |        | 01/25/11       | 48.45    |
|                       |                             |           |                          | VEHICLE/EQUIPMENT MAINTENA |        |                |          |
|                       |                             |           |                          |                            |        | INVOICE TOTAL: | 48.45    |
|                       |                             |           |                          |                            |        | VENDOR TOTAL:  | 59.85    |
| OAKHIL                | OAK HILL CEMETERY           |           |                          |                            |        |                |          |

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| INVOICE #<br>VENDOR #    | INVOICE<br>DATE | ITEM<br># | DESCRIPTION                    | ACCOUNT #                  | P.O. # | DUE DATE       | ITEM AMT  |
|--------------------------|-----------------|-----------|--------------------------------|----------------------------|--------|----------------|-----------|
| OAKHIL OAK HILL CEMETERY |                 |           |                                |                            |        |                |           |
| 1/11                     | 01/13/11        | 01        | 1/11 PAYMENT                   | 11-70-00-5750              |        | 01/25/11       | 13,333.33 |
|                          |                 |           |                                | CEMETERY-OPERATING CONTRIB |        |                |           |
|                          |                 |           |                                |                            |        | INVOICE TOTAL: | 13,333.33 |
|                          |                 |           |                                |                            |        | VENDOR TOTAL:  | 13,333.33 |
| OFFICE OFFICE DEPOT      |                 |           |                                |                            |        |                |           |
| 546882923001             | 01/05/11        | 01        | PRINTER INK-SNOW REMOVAL       | 11-32-12-5344              |        | 01/25/11       | 78.86     |
|                          |                 |           |                                | SNOW REMOVAL EXPENSES      |        |                |           |
|                          |                 | 02        | PRINTER INK                    | 11-24-00-5310              |        |                | 72.99     |
|                          |                 |           |                                | BLDG INSPECTOR OFFICE SUPP |        |                |           |
|                          |                 |           |                                |                            |        | INVOICE TOTAL: | 151.85    |
|                          |                 |           |                                |                            |        | VENDOR TOTAL:  | 151.85    |
| PAYNE PAYNE & DOLAN INC  |                 |           |                                |                            |        |                |           |
| DRAW 2                   | 01/06/11        | 01        | 2010 ST IMPR PROGRAM           | 34-30-00-8027              |        | 01/25/11       | 30,699.34 |
|                          |                 |           |                                | STREET RESURFACING         |        |                |           |
|                          |                 |           |                                |                            |        | INVOICE TOTAL: | 30,699.34 |
|                          |                 |           |                                |                            |        | VENDOR TOTAL:  | 30,699.34 |
| PNC PNC BANK             |                 |           |                                |                            |        |                |           |
| 0032-12/10A              | 01/09/11        | 01        | 12/11 SPECIAL MTG REFRESHMENTS | 11-14-10-5399              |        | 01/25/11       | 58.03     |
|                          |                 |           |                                | MAYOR MISC EXPENSE         |        |                |           |
|                          |                 |           |                                |                            |        | INVOICE TOTAL: | 58.03     |
| 0437-12/10A              | 01/09/11        | 01        | 12/16 BULBS,CLEANER,SCREWS     | 11-16-10-5350              |        | 01/25/11       | 47.26     |
|                          |                 |           |                                | CITY HALL BLDG MAINT SUPPL |        |                |           |
|                          |                 |           |                                |                            |        | INVOICE TOTAL: | 47.26     |
|                          |                 |           |                                |                            |        | VENDOR TOTAL:  | 105.29    |
| ROTE ROTE OIL COMPANY    |                 |           |                                |                            |        |                |           |
| 105653                   | 01/11/11        | 01        | 379.3 GAL UNDYED DIESEL        | 11-32-10-5341              |        | 01/25/11       | 1,241.45  |
|                          |                 |           |                                | VEHICLE-FUEL & OIL         |        |                |           |
|                          |                 |           |                                |                            |        | INVOICE TOTAL: | 1,241.45  |

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|-----------------------------------|-----------------|-----------|-------------------------------|----------------------------|--------|----------------|-----------|
| ROTE OIL COMPANY                  |                 |           |                               |                            |        |                |           |
| 105661                            | 01/12/11        | 01        | 485.2 GAL UNDYED DIESEL       | 11-32-10-5341              |        | 01/25/11       | 1,476.95  |
|                                   |                 | 02        | 36.2 GAL DYED DIESEL          | 11-32-10-5341              |        |                | 99.01     |
|                                   |                 |           |                               | VEHICLE-FUEL & OIL         |        |                |           |
|                                   |                 |           |                               | VEHICLE-FUEL & OIL         |        |                |           |
|                                   |                 |           |                               |                            |        | INVOICE TOTAL: | 1,575.96  |
| 105671                            | 01/13/11        | 01        | 146.7 GAL DYED DIESEL         | 11-32-10-5341              |        | 01/25/11       | 401.22    |
|                                   |                 |           |                               | VEHICLE-FUEL & OIL         |        |                |           |
|                                   |                 |           |                               |                            |        | INVOICE TOTAL: | 401.22    |
| 105691                            | 01/18/11        | 01        | 222.4 GAL UNDYED DIESEL       | 11-32-10-5341              |        | 01/25/11       | 707.90    |
|                                   |                 |           |                               | VEHICLE-FUEL & OIL         |        |                |           |
|                                   |                 |           |                               |                            |        | INVOICE TOTAL: | 707.90    |
|                                   |                 |           |                               |                            |        | VENDOR TOTAL:  | 3,926.53  |
| SCHERRER CONST CO INC             |                 |           |                               |                            |        |                |           |
| DRAW 1                            | 01/18/11        | 01        | RIV REMODEL-DRAW 1            | 34-30-00-9115              |        | 01/25/11       | 72,970.20 |
|                                   |                 |           |                               | RIVIERA RENOVATIONS        |        |                |           |
|                                   |                 |           |                               |                            |        | INVOICE TOTAL: | 72,970.20 |
|                                   |                 |           |                               |                            |        | VENDOR TOTAL:  | 72,970.20 |
| T0000343 RYANNE EASLEY            |                 |           |                               |                            |        |                |           |
| RIV REFUND                        | 01/10/11        | 01        | EASLEY-RIV SEC DEP-7/16/11    | 40-55-10-2353              |        | 01/25/11       | 1,000.00  |
|                                   |                 | 02        | EASLEY-RIV CANCEL FEE-7/16/11 | 40-55-10-4674              |        |                | -100.00   |
|                                   |                 |           |                               | SECURITY DEPOSITS-UPPER RI |        |                |           |
|                                   |                 |           |                               | UPPER RIVIERA REVENUE      |        |                |           |
|                                   |                 |           |                               |                            |        | INVOICE TOTAL: | 900.00    |
|                                   |                 |           |                               |                            |        | VENDOR TOTAL:  | 900.00    |
| T0000344 BLACK POINT PRESERVATION |                 |           |                               |                            |        |                |           |
| ROOM RESERVATION                  | 01/20/11        | 01        | 10/25 RM RESERVATION RETURN   | 11-00-00-4835              |        | 01/25/11       | 25.00     |
|                                   |                 |           |                               | RENT REVENUES              |        |                |           |
|                                   |                 |           |                               |                            |        | INVOICE TOTAL: | 25.00     |
|                                   |                 |           |                               |                            |        | VENDOR TOTAL:  | 25.00     |

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|----------------------|--------------|--------|---------------------------------|----------------------------|--------|----------------|----------|
| TAPCO TAPCO          |              |        |                                 |                            |        |                |          |
| 358132               | 01/07/11     | 01     | FLASHER PANEL MOUNT, LED BALLS  | 11-34-10-5260              |        | 01/25/11       | 1,710.87 |
|                      |              |        |                                 | REPAIRS-TRAFFIC SIGNALS, E |        |                |          |
|                      |              |        |                                 |                            |        | INVOICE TOTAL: | 1,710.87 |
|                      |              |        |                                 |                            |        | VENDOR TOTAL:  | 1,710.87 |
| TELVENT TELVENT DTN  |              |        |                                 |                            |        |                |          |
| 3256033              | 12/03/10     | 01     | 2011 WEATHER COMPUTER MAINT     | 11-29-00-5360              |        | 01/25/11       | 2,124.00 |
|                      |              |        |                                 | WEATHER TRACKING PROGRAM   |        |                |          |
|                      |              |        |                                 |                            |        | INVOICE TOTAL: | 2,124.00 |
|                      |              |        |                                 |                            |        | VENDOR TOTAL:  | 2,124.00 |
| USBANK U.S. BANK     |              |        |                                 |                            |        |                |          |
| 4798531205563341-1   | 01/12/11     | 01     | 12/22 2011 SCH RESOURCE CONF    | 11-21-00-5410              |        | 01/25/11       | 170.00   |
|                      |              | 02     | 12/22 2011 SC RESOURCE CONF     | 11-21-00-5410              |        |                | 170.00   |
|                      |              | 03     | 1/4 PRESENTA PLAQUES-PLAQUES    | 11-21-00-5399              |        |                | 126.06   |
|                      |              | 04     | 1/12 BEST BUY SQ 201 SUPPLIES   | 11-21-00-5380              |        |                | 187.76   |
|                      |              |        |                                 | POLICE SPECIAL INVESTIGATI |        |                |          |
|                      |              |        |                                 |                            |        | INVOICE TOTAL: | 653.82   |
| 4798531205563341-12B | 01/13/11     | 01     | 12/20 GANDER MTN-SWAT SUPPLIES  | 11-21-00-5342              |        | 01/25/11       | 127.64   |
|                      |              | 02     | 12/23 BROWNELLS-CLEANERS, PLUGS | 11-21-00-5361              |        |                | 213.83   |
|                      |              | 03     | 12/27 HOME DEPOT-ARMORY         | 11-21-00-5410              |        |                | 115.46   |
|                      |              | 04     | 12/28 SENTRY-PLANT DELIVERY     | 11-21-00-5190              |        |                | 43.00    |
|                      |              | 05     | 12/20 WALMART-WATER             | 11-21-00-5380              |        |                | 17.40    |
|                      |              |        |                                 | POLICE SPECIAL INVESTIGATI |        |                |          |

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|-----------------------|-----------------|-----------|------------------------------|---|--------|----------------|----------|
| -----                 |                 |           |                              |   |        |                |          |
| USBANK                | U.S. BANK       |           |                              |   |        |                |          |
| 4798531205563341-12B  | 01/13/11        | 06        | 12/31 WALMART-WIPES,CLEANERS | 11-21-00-5361                               |        | 01/25/11       | 462.43   |
|                       |                 |           |                              | POLICE-EQUIP MAINT SERV CO                  |        |                |          |
|                       |                 |           |                              |   |        | INVOICE TOTAL: | 979.76   |
|                       |                 |           |                              |   |        | VENDOR TOTAL:  | 1,633.58 |
|                       |                 |           |                              |   |        |                |          |
| USCELL                | U.S. CELLULAR   |           |                              |   |        |                |          |
| RE012011              | 01/12/11        | 01        | HARBORMASTER CELL 7/12-8/11  | 40-55-10-5221                               |        | 01/25/11       | 11.46    |
|                       |                 | 02        | MAYOR'S CELL 1/12-2/11       | TELEPHONE EXPENSE<br>11-16-10-5221          |        |                | 27.51    |
|                       |                 | 03        | BLDG INSP CELL 1/12-2/11     | CITY HALL TELEPHONE EXPENS<br>11-24-00-5262 |        |                | 18.02    |
|                       |                 | 05        | CITY ADMIN CELL 1/12-2/11    | COMMUNICATION SYSTEMS<br>11-16-10-5221      |        |                | 52.06    |
|                       |                 | 06        | COMPROLLER CELL 1/12-2/11    | CITY HALL TELEPHONE EXPENS<br>11-16-10-5221 |        |                | 45.55    |
|                       |                 | 07        | BEACH CELL 1/12-2/11         | CITY HALL TELEPHONE EXPENS<br>40-54-10-5221 |        |                | 4.49     |
|                       |                 | 08        | PARKING MTR 1 CELL 1/12-2/11 | BEACH TELEPHONE<br>42-34-50-5221            |        |                | 4.89     |
|                       |                 | 09        | PARKING MTR 2 CELL 1/12-2/11 | TELEPHONE EXPENSE<br>42-34-50-5221          |        |                | 5.90     |
|                       |                 | 10        | CITY HALL CELL 1/12-2/11     | TELEPHONE EXPENSE<br>11-16-10-5221          |        |                | 7.97     |
|                       |                 | 11        | CEMETERY CELL 1/12-2/11      | CITY HALL TELEPHONE EXPENS<br>11-00-00-1391 |        |                | 7.82     |
|                       |                 | 12        | PARKING SUPERVISOR 1/12-2/11 | A/R BILL OUTS<br>42-34-50-5221              |        |                | 19.28    |
|                       |                 |           |                              | TELEPHONE EXPENSE                           |        |                |          |
|                       |                 |           |                              |   |        | INVOICE TOTAL: | 204.95   |
|                       |                 |           |                              |   |        | VENDOR TOTAL:  | 204.95   |
|                       |                 |           |                              |   |        |                |          |
| WEENE                 | WE ENERGIES     |           |                              |   |        |                |          |
| RE011811              | 12/28/10        | 01        | INV 5604-510-433-LIBRARY     | 99-00-00-5222                               |        | 01/25/11       | 725.60   |
|                       |                 |           |                              | LIBRARY UTILITIES                           |        |                |          |

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|-----------------------|---------------------------|-----------|--------------------------------|----------------------------|--------|----------------|----------|
| -----                 |                           |           |                                |                            |        |                |          |
| WEENE                 | WE ENERGIES               |           |                                |                            |        |                |          |
| RE011811              | 12/28/10                  | 02        | INV 3843-358-997-LIBRARY       | 99-00-00-5222              |        | 01/25/11       | 291.86   |
|                       |                           |           |                                | LIBRARY UTILITIES          |        |                |          |
|                       |                           | 03        | INV 7837-744-963-FIREHOUSE     | 11-22-00-5224              |        |                | 434.58   |
|                       |                           |           |                                | FIREHOUSE GAS HEAT         |        |                |          |
|                       |                           | 04        | INV 0480-524-472-UPPER RIVIERA | 40-55-10-5224              |        |                | 1,501.69 |
|                       |                           |           |                                | UPPER RIVIERA GAS HEAT     |        |                |          |
|                       |                           | 05        | INV 7891-194-618-CITY HALL     | 11-16-10-5224              |        |                | 2,316.69 |
|                       |                           |           |                                | CITY HALL GAS HEAT         |        |                |          |
|                       |                           | 06        | INV 0847-573-906-HOST TOWER    | 11-22-00-5224              |        |                | 190.05   |
|                       |                           |           |                                | FIREHOUSE GAS HEAT         |        |                |          |
|                       |                           | 07        | INV 5288-664-956-MUSEUM        | 11-51-10-5224              |        |                | 650.09   |
|                       |                           |           |                                | MUSEUM-GAS HEAT            |        |                |          |
|                       |                           | 08        | INV 8052-439-940-STREET DEPT   | 11-32-10-5224              |        |                | 287.76   |
|                       |                           |           |                                | ST DEPT BLDG GAS HEAT      |        |                |          |
|                       |                           | 09        | INV 8017-524-022-1065 CAREY    | 11-32-10-5224              |        |                | 1,344.77 |
|                       |                           |           |                                | ST DEPT BLDG GAS HEAT      |        |                |          |
|                       |                           | 10        | INV 6602-046-262-1070 CAREY    | 11-32-10-5224              |        |                | 804.82   |
|                       |                           |           |                                | ST DEPT BLDG GAS HEAT      |        |                |          |
|                       |                           | 11        | INV 7283-171-261-VET'S PARK    | 11-52-01-5224              |        |                | 31.26    |
|                       |                           |           |                                | VETS PARK GAS HEAT         |        |                |          |
|                       |                           | 12        | INV 5694-161-339-120 SHERIDAN  | 11-17-10-5224              |        |                | 241.88   |
|                       |                           |           |                                | SHERIDAN SPRINGS HEAT EXP  |        |                |          |
|                       |                           | 13        | INV 6474-690-836-120 SHERIDAN  | 11-17-10-5224              |        |                | 241.57   |
|                       |                           |           |                                | SHERIDAN SPRINGS HEAT EXP  |        |                |          |
|                       |                           |           |                                |                            |        | INVOICE TOTAL: | 9,062.62 |
|                       |                           |           |                                |                            |        | VENDOR TOTAL:  | 9,062.62 |
|                       |                           |           |                                |                            |        |                |          |
| WIDOTS                | WI DEPT OF TRANSPORTATION |           |                                |                            |        |                |          |
| SUSPENSION-1/11A      | 01/20/11                  | 01        | SUSPENSIONS-3                  | 42-34-50-5399              |        | 01/25/11       | 15.00    |
|                       |                           |           |                                | PARKING METERS MISC EXPENS |        |                |          |
|                       |                           |           |                                |                            |        | INVOICE TOTAL: | 15.00    |
|                       |                           |           |                                |                            |        | VENDOR TOTAL:  | 15.00    |
|                       |                           |           |                                |                            |        |                |          |
| YMCA                  | YMCA                      |           |                                |                            |        |                |          |

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|-----------|--------------|--------|-------------|----------------------------|--------|---------------------|------------|
| YMCA      |              |        |             |                            |        |                     |            |
| 1/11      | 01/13/11     | 01     |             | 11-70-00-5760              |        | 01/25/11            | 3,813.33   |
|           |              |        |             | YMCA-YOUTH ATHLETIC PROGRA |        |                     |            |
|           |              |        |             |                            |        | INVOICE TOTAL:      | 3,813.33   |
|           |              |        |             |                            |        | VENDOR TOTAL:       | 3,813.33   |
|           |              |        |             |                            |        | TOTAL ALL INVOICES: | 316,495.30 |

**City of Lake Geneva  
Treasurer's Report as of November 30, 2010**

|                                 |                          | <i>Cash Activity</i> |                     |                  | <i>Cash Balances</i> |                   |
|---------------------------------|--------------------------|----------------------|---------------------|------------------|----------------------|-------------------|
| <b>PNC Bank</b>                 | <b>Type</b>              | <b>Expenditures</b>  | <b>Receipts</b>     | <b>Transfers</b> | <b>Oct-10</b>        | <b>Nov-10</b>     |
| City Expenses & Collections     | General Checking         | 1,002,600.18         | 1,005,948.90        |                  |                      |                   |
| City Net Payroll                | General Checking         | 248,067.72           |                     |                  |                      |                   |
| City Health & Welfare Claims    | General Checking         | 112,100.16           |                     | 16,732.68        |                      |                   |
| <b>General Checking</b>         |                          | <b>1,362,768.06</b>  | <b>1,005,948.90</b> | <b>16,732.68</b> | <b>559,195.73</b>    | <b>219,109.25</b> |
| Municipal Justice Trust Account | Municipal Court Checking | 32,028.61            | 20,966.49           |                  | 59,093.63            | 48,031.51         |
| MC Parking Violation Account    | Municipal Court Checking | 2,000.00             | 891.84              |                  | 2,329.86             | 1,221.70          |
| Savings Account                 | Police Seizure Account   | -                    | -                   |                  | 27,987.34            | 27,987.34         |
| <b>PNC Bank</b>                 | <b>TOTALS</b>            | <b>1,396,796.67</b>  | <b>1,027,807.23</b> | <b>16,732.68</b> | <b>648,606.56</b>    | <b>296,349.80</b> |

|                             |               | <i>Cash Activity</i> |                 |                  | <i>Cash Balances</i> |                 |
|-----------------------------|---------------|----------------------|-----------------|------------------|----------------------|-----------------|
| <b>First Banking Center</b> | <b>Type</b>   | <b>Expenditures</b>  | <b>Receipts</b> | <b>Transfers</b> | <b>Oct-10</b>        | <b>Nov-10</b>   |
| Treasurer's Checking        | Tax Receipts  | 72,368.25            | 108.63          |                  | 73,687.54            | 1,427.92        |
| TID #4 Money Market         | Money Market  |                      | 0.36            |                  | 4,106.47             | 4,106.83        |
| <b>First Banking Center</b> | <b>TOTALS</b> | <b>72,368.25</b>     | <b>108.99</b>   | <b>-</b>         | <b>77,794.01</b>     | <b>5,534.75</b> |

|                           |                                | <i>Cash Activity</i> |                   |                    | <i>Cash Balances</i> |                     |
|---------------------------|--------------------------------|----------------------|-------------------|--------------------|----------------------|---------------------|
| <b>Other Banks</b>        | <b>Type</b>                    | <b>Expenditures</b>  | <b>Receipts</b>   | <b>Transfers</b>   | <b>Oct-10</b>        | <b>Nov-10</b>       |
| M&I Bank                  | TID #4 Certificate of Deposit  | -                    | -                 |                    | 644,000.00           | 644,000.00          |
| Community Bank of Delavan | TID #4 Certificates of Deposit | -                    | 304,923.23        |                    | 300,000.00           | 604,923.23          |
| Community Bank of Delavan | TID #4 CDARS                   | -                    | -                 |                    | 1,200,000.00         | 1,200,000.00        |
| Community Bank of Delavan | TID #4 Money Market            | 304,923.23           | 480.45            |                    | 304,923.23           | 480.45              |
| Hometown Bank             | Fire/EMS Billing Revenue       |                      | 16,883.07         | (16,732.68)        | 16,732.68            | 16,883.07           |
| <b>Other Banks</b>        | <b>TOTALS</b>                  | <b>304,923.23</b>    | <b>322,286.75</b> | <b>(16,732.68)</b> | <b>2,465,655.91</b>  | <b>2,466,286.75</b> |

|                                   |                     | <i>Cash Activity</i> |                   |                  | <i>Cash Balances</i> |                     |
|-----------------------------------|---------------------|----------------------|-------------------|------------------|----------------------|---------------------|
| <b>Local Govt Investment Pool</b> | <b>Type</b>         | <b>Expenditures</b>  | <b>Receipts</b>   | <b>Transfers</b> | <b>Oct-10</b>        | <b>Nov-10</b>       |
| LGIP Acct #1                      | General             | -                    | 107,254.21        |                  | 1,580,405.03         | 1,687,659.24        |
| LGIP Acct #4                      | Treasurer           | -                    | 6.56              |                  | 36,121.65            | 36,128.21           |
| LGIP Acct #5                      | Impact Fees-Park    | -                    | 15.82             |                  | 87,086.50            | 87,102.32           |
| LGIP Acct #6                      | Impact Fees-Fire    | -                    | 10.59             |                  | 58,279.05            | 58,289.64           |
| LGIP Acct #7                      | TID #4              | -                    | 949.18            |                  | 5,225,282.22         | 5,226,231.40        |
| LGIP Acct #8                      | Capital Projects    | -                    | 20.71             |                  | 113,997.22           | 114,017.93          |
| LGIP Acct #10                     | Impact Fees-Library | -                    | 24.95             |                  | 137,371.49           | 137,396.44          |
| LGIP Acct #11                     | Capital Projects    | -                    | 76.16             |                  | 419,245.09           | 419,321.25          |
| <b>Local Govt Investment Pool</b> | <b>TOTALS</b>       | <b>-</b>             | <b>108,358.18</b> | <b>-</b>         | <b>7,657,788.25</b>  | <b>7,766,146.43</b> |

**GRAND TOTAL ALL BANKS**

|                     |                     |          |                      |                      |
|---------------------|---------------------|----------|----------------------|----------------------|
| <b>1,774,088.15</b> | <b>1,458,561.15</b> | <b>-</b> | <b>10,849,844.73</b> | <b>10,534,317.73</b> |
|---------------------|---------------------|----------|----------------------|----------------------|

*Sheri M. Klein, Treasurer*

Attest:

## Sarah Hill

**Objective:** To utilize my extensive and varied business experience to serve and enrich my community.

**Independent Marketing Consultant Lake Geneva, WI 9/2007 to Present**

- Consultative services provided in marketing strategy, brand positioning, web development, Internet/email marketing and new revenue generation.

**Power Merchandising Corp Elkhorn, WI 3 years**

**National Sales Manager**

- Sold and managed \$8M/yr in merchandise, grown from an initial \$750K/yr book of business.
- Managed independent sales reps, direct/house accts for a national, wholesale supplier of premium merchandise to Special Markets, specializing in direct fulfillment.
- eCommerce project management - created and implemented an exclusive merchandise eCommerce solution for AARP, the largest member organization in the world.

**Signature Specialists Evanston, IL 2 years**

**Sr. Marketing Manager**

- Supervised optimization of over 300 websites for search engine placement and lead generation for the purpose of fulfilling end-to-end marketing programs.
- Responsible for all media buys, conversion tracking and reporting, and communication of, marketing program ROI to over 40 clients.
- Only Manager to handle all marketing, operations and client relations for initially 29 clients, growing to 44 clients, in less than a year. Immediately stopped a 25% client attrition rate.

**CA Short Chicago, IL 1 year**

**Major Account Executive**

- Prospect, sold and managed employee recognition programs, including service awards, safety incentive and performance programs.
- Sold accounts with an average size of \$63,700 compared to an existing average account size of \$2,200.
- In first 4 months and entirely through cold-calls, was able to penetrate and interview decision makers in 15 of Chicago's 50 largest companies.

**Farmers Insurance and Financial Services San Diego, CA 1 year**

**Farmers Insurance and Financial Services Milwaukee, WI 5 years**

**Assistant District Manager**

- Managed 52 independent, multi-line agents in agency sales growth, marketing and profitability.
- Exceeded district recruiting and production quotas through cold calling, direct mailings, community networking and print advertising.
- Presented, monitored and promoted company programs, including an interactive agency website, sales promotions and new product rollouts. Supervised district and agency transition into financial services.
- Received company's highest recognition awards, including Presidents Council, Championship and Toppers Club for recruiting and production.

**Northern Trust Bank Chicago, IL 2 years**

**Sr. Client Service Representative – Benefit Payments**

- Managed largest client, Allied-signal with 70,000 monthly pensioners, plus an additional 30 clients and 100,000 monthly pensioners. Accurately balanced over 70 trust accounts daily.
- Executed all daily procedures and challenging year-end/tax season procedures between accounting, systems administration and call center teams. Met all deadlines and maintained excellent client relationships. Continuously given responsibilities considered 'above and beyond.'

2010 – Mayoral appointment to City of Lake Geneva Communications Committee

2010 – Elected to Board of Directors, Horticultural Hall, Lake Geneva

1999 – Licensed Insurance Agent, all lines, State of California

1994 – Licensed Insurance Agent, all lines, State of Wisconsin

1997 – Bachelor's Degree, International Relations and Political Science, University of Wisconsin, Milwaukee