

## FINANCE, LICENSE & REGULATION COMMITTEE

MONDAY, JANUARY 25, 2010 - 6:00PM

COUNCIL CHAMBERS, CITY HALL

### AGENDA

1. Call to Order
2. Roll Call
3. Approve Finance, License and Regulation Committee minutes of January 11, 2009 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. Update from City Administrator on the Room Tax Audit.
6. Discussion/Recommendation on the Room Tax delinquency and the possible effect on liquor licenses.
7. Request from resident regarding clarification on the TID **Resolution 10-R03** to amend Resolution 09-R28 which amends Tax Increment District #4 Project Plan and the amended table of projects.
8. Discussion/Recommendation on the Park Donation Policy as recommended by the Park Board. (Alderman Fesenmaier) (Continued on 12/14/09, 1/11/10)
9. Discussion/Recommendation on **Resolution 10-R01** a resolution to authorize the City Clerk to determine the number of poll workers at each polling place to be either three (3), five (5), or seven (7) depending on the number of ballots and anticipated turnout, and authorizing the split shifts of poll workers when necessary. (Tabled 1/11/10)
10. Discussion/Recommendation on revised request to approve the Library Impact Fee Budget for the Library not to exceed \$27,500 and request from the Lake Geneva Public Library for Library Impact Fees to purchase additional shelving units for the library collection, as recommended by the Library Board. (Original Tabled 1/11/10)
11. Discussion/Recommendation on Impact Fee Budget for 2010.
12. Discussion/Recommendation on **Resolution 10-R04** a resolution to set the EMS billing rates effective January 1, 2010.
13. Discussion/Recommendation on **Resolution 10-R05** a budget resolution to designate the WE Energies property purchase from TID and undesignated reserves. (Administrator Jordan)
14. Discussion/Recommendation on **Resolution 10-R06** a budget resolution to authorize \$140,000 for the demolition and abatement of the WE Energies property.
15. Discussion/Recommendation on an Agreement with Crispell-Snyder for Professional Construction Related Engineering Services for Edwards Boulevard Extension.
16. Discussion/Recommendation on CDARS Investment renewals.

17. Discussion/Recommendation on Accounts Payable Regular Check Policy and Accounts Payable Prepaid Check Policy as recommended by the City Comptroller.
18. Discussion/Recommendation on a request from Police and Fire Commission to pre-pay Foster Coach for the 2010 ambulance.
19. **Presentation of Accounts**
  - a. Discussion/Recommendation on Purchase Orders
  - b. Prepaid Bills in the amount of \$43,483.11
  - c. Discussion/Recommendation on Regular Bills in the amount of \$193,203.08
20. Adjournment

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

1/22/2010 4:00 PM  
*cc: Committee Members: Alderman Krohn, Krause, Marsala, Fesenmaier, Roehrer  
Mayor & remaining Council  
Administrator, City Clerk, Department Heads, Attorney, Treasurer*

# FINANCE, LICENSE & REGULATION COMMITTEE

MONDAY, JANUARY 11, 2010 - 6:00PM

COUNCIL CHAMBERS, CITY HALL

Call to Order by Chair Krause at 6pm.

Roll Call: Alderman Krohn, Roehrer, Marsala, Fesenmaier, Krause, Clerk Dykstra, Comptroller Pollitt, and Administrator Jordan.

Marsala/Krohn motion to approve Finance, License and Regulation Committee minutes of December 14, 2009 as distributed. There was a question by Alderman Fesenmaier regarding page 1 at the bottom the Ordinance for a first reading questioned why this item when forwarded to the Public Works Committee was not on the public works agenda. She also noted the park donation policy on page four and asked that it list the policy number where it fits in the book and the date and didn't see that happen with the new document that was passed out. Alderman Roehrer questioned on page three, regarding a real estate purchase and she had asked at that meeting why this was not brought back to council because there were changes and this did not appear in the minutes and she felt that was a pretty important statement and wants it reflected.

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.**

Terry O'Neill, 954 George Street, wanted to discuss item #4 on the agenda. He felt it was a restriction to citizen input to hide past present and future and unlawful use or transfer of funds. You can further silence citizen input you can not put on the agenda and ignore it. You do have the right to do this but you have the right to represent citizens. Unless they can express thoughts people can not take action.

Spryo Condos, 1760 Hillcrest Drive, on comments from the public, he noted that years ago they would have Alderman question there is no one in the audience and get more public participation. Now they have a great deal of the public who would like to speak and the day to day issues and you don't want to restrict public participation. You aren't going to like what everyone has to say but that is your job. Limiting public participation is an infringement of the public's right.

Alderman Fesenmaier had a question from the Accounts payable December packet. Chair Krause noted he would rather wait until later on the agenda for the bills.

## **Discussion/Recommendation Park Donation Policy as recommended by the Park Board. (Alderman Fesenmaier) (Continued 12/14/09)**

Fesenmaier/Roehrer motion to send on to January 25, 2010 so the document can be placed into the right format. Unanimously carried.

## **Resolution 10-R01 a Resolution to authorize the Municipal Clerk to determine the number of poll workers at each election to be either three (3), five (5), or seven (7) depending on number of ballots and anticipated turnout and authorizing split poll worker shifts when necessary.**

Marsala/Krause motion to approve. Alderman Krohn asked how inspectors are picked to work. Clerk Dykstra noted there are trained workers for the elections and they are picked with alternates.

Fesenmaier/Roehrer motion to table until January 25, 2010 until further information can be obtained. Roll Call: "Yes" Alderman Krohn, Roehrer, and Fesenmaier. "No" Alderman Marsala and Krause. Motion carries.

## **Operator License Applications for Angela Tucker, Virginia Nemath, Gina Demarco, Michael Solus, and Stephanie Prato.**

Marsala/Roehrer motion to approve. Unanimously carried.

**Temporary Beer and Wine License for St. Francis De Sales, 148 W. Main Street, for a Chili Cook Off on February 6, 2010**

Marsala/Krohn motion to approve. Alderman Krause would like to see a time added. Unanimously carried.

**Request from the Lake Geneva Public Library for \$21,500 from Library Impact Fees to purchase additional shelving units for the library collection, as recommended by the Library Board.**

Alderman Fesenmaier asked for a point of order. She asked for a budget resolution in the proper form. It will return to the next meeting in proper form.

**Presentation of Accounts**

Purchase Orders. None.

Marsala/Roehrer motion to approve Regular Bills in the amount of \$303,798.20. Unanimously carried.

Krohn/Roehrer motion to approve Prepaid Checks in the amount of \$448,074.69

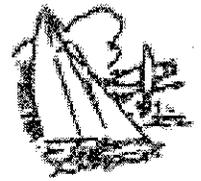
Alderman Fesenmaier questioned petty cash fund for the meter department and wondered if this was a proper use of petty cash. Alderman Roehrer commented that of the \$448,074.69 \$422,999.14 was for the purchase of the WE Energy property. Unanimously carried.

Alderman Fesenmaier questioned December 2009 packet on page 48 there was a check made out to an individual rather than a business and the account was playground equipment and how you make a check out to an individual. She didn't remember the approval happening and she was gone during that time. When she went back in the minutes the discussion said that possible new benches would be shared with the Chamber. The whole cost was now reimbursed and she is wondering how this could happen.

Administrator Jordan noted that when they bought the one bench it wasn't as sturdy. Mr. Hennerly built the benches and they worked out to \$550 or \$600 a piece and he helped out as a citizen and normally they are \$1500 a piece. Chair Krause noted he will bring this item back up for review.

Marsala/Roehrer motion to Adjourn at 6:32pm. Unanimously carried.

/s/ Diana Dykstra, City Clerk



# REGULAR CITY COUNCIL MEETING

MONDAY, JANUARY 25, 2010 – 7:00 PM

COUNCIL CHAMBERS, CITY HALL

## AGENDA

1. Mayor Chesen calls the meeting to order
2. Pledge of Allegiance
3. Roll Call
4. Statement of public notice by Mayor Chesen.
5. Approve Regular City Council Meeting minutes of January 11, 2010 as published and distributed.
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. Re-consider business from previous meeting.
8. Acknowledgement of Correspondence.
9. Mayoral Proclamation recognizing Lions Club International Director Robert Johnson for the accomplishments and to celebrate the 2010 District 27 A-1 Annual Convention held in Lake Geneva.
10. Mayoral Proclamation recognizing Lions Club International District Governor Carl Marquardt for the accomplishments and to celebrate the 2010 District 27 A-1 Annual Convention held in Lake Geneva.
11. Mayoral Proclamation recognizing Lions Club International Lioness Affiliate District President Mary Tatera for the accomplishments and to celebrate the 2010 District 27 A-1 Annual Convention held in Lake Geneva.
12. 2008 Audit Presentation by Art Tillman of Deignan and Associates.
13. **Finance License and Regulation Committee Recommendations, Alderman Krause**
  - A. Park Donation Policy as recommended by the Park Board. (Alderman Fesenmaier) (Continued on 12/14/09, 1/11/10)
  - B. **Resolution 10-R01** a resolution to authorize the City Clerk to determine the number of poll workers at each polling place to be either three (3), five (5), or seven (7) depending on the number of ballots and anticipated turnout, and authorizing the split shifts of poll workers when necessary. (Tabled 1/11/10)
  - C. Revised request to approve the Library Impact Fee Budget for the Library not to exceed \$27,500 and request from the Lake Geneva Public Library for Library Impact Fees to purchase additional shelving units for the library collection, as recommended by the Library Board. (Original Tabled 1/11/10)

- D. Impact Fee Budget for 2010.
- E. **Resolution 10-R04** a resolution to set the EMS billing rates effective January 1, 2010.
- F. **Resolution 10-R05** a budget resolution to designate the WE Energies property purchase from TID and undesignated reserves. (Administrator Jordan)
- G. **Resolution 10-R06** a budget resolution to authorize \$140,000 for the demolition and abatement of the WE Energies property.
- H. Agreement with Crispell-Snyder for Professional Construction Related Engineering Services for Edwards Boulevard Extension
- I. Review and recommendation on CDARS Investment renewals
- J. Accounts Payable Regular Check Policy and Accounts Payable Prepaid Check Policy as recommended by the City Comptroller.
- K. Request from Police and Fire Commission to pre-pay Foster Coach for the 2010 ambulance.

**14. Plan Commission Recommendations, Alderman Tolar**

- A. Second reading of **Ordinance 10-1** a Zoning Map Amendment to rezone certain real property, located at 630 Williams Street, Tax Keys ZA1776 00001 thru 00004 from General Business (GB) and General Industrial (GI) to Planned Development (PD).
- B. General Development Plan and a portion of the Precise Implementation Plan regarding roof repair or replacement filed by Chris Migut, to allow for the conversion of the existing commercial building to multi-tenant commercial, office and light industrial use at 630 Williams Street, Tax Keys ZA1776 00001 thru 00004, including staff recommendations.
- C. Set public Hearing date on **Resolution 09-R62** a resolution to vacate and discontinue a portion of an unpaved alley in Geneva Lake Crawford Manufacturing Addition, and ordering the Clerk to publish a class three notice.

15. Placement of Historic Preservation Commission sign designating the Historic District Area at the Library Park on the southwest area near the park benches where Wrigley Drive turns from Main Street. (design approved by Plan Commission 12/21/09, Historic Preservation Commission recommended approval)

16. Direct Attorney Draper to draft an ordinance restricting Kayak and Canoe launching at designated areas only. (Alderman Marsala and Tolar)

17. Discussion/recommendation regarding City personnel involved in mismanagement of City funds. (Alderman Fesenmaier and Krohn.)

**18. Presentation of Accounts**

- A. Purchase Orders
- B. Prepaid Bills in the amount of \$43,483.11
- C. Regular Bills in the amount of \$193,203.08

**19. Appointments to Committees, Commission & Boards by Mayor Chesen.**

- A. Appointment of Alderman Bill Mott to the Standing Committees of Public Works Committee and Piers, Harbors, and Lakefront Committee.

20. Motion to go into closed session pursuant to Wis. Stats.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 in which it is or is likely to become involved with Mirbeau, Mirbeau-Hummel, or Geneva Joint Ventures. (Alderman Fesenmaier and Krohn)
21. Motion to return to open session pursuant to Wis. Stats. (2).
22. Discussion/Recommendation regarding current litigation from Mirbeau or Hummel (Alderman Fesenmaier and Krohn.)
23. Adjournment

1/22/2010 4:37 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 11, 2010 – 7:00 PM**  
**COUNCIL CHAMBERS, CITY HALL**

Mayor Chesen calls the meeting to order at 7:00pm.

Pledge of Allegiance was lead by Alderman Roehrer.

Roll Call: Alderman Roehrer, Mott, Marsala, Fesenmaier, Krohn, Tolar, Krause, Clerk Dykstra, Mayor Chesen, Attorney Draper, and Administrator Jordan.

Statement of public notice by Mayor Chesen.

Swearing in of newly elected Third District Alderman, William Mott by Clerk Dykstra.

Krause/Marsala motion to approve Regular City Council Meeting minutes of December 14, 2009, Special City Council Meeting minutes of December 21, 2009 as published and distributed. Alderman Fesenmaier noted on page five a correction needs to be made to the Fesenmaier/Marsala “motion” and on page eight the last paragraph “Invictus” is the title of the show and it is spelled incorrectly. On page four she asked for clarification to the City Administrator regarding TIF 4 discussion by Administrator which says that he is asking for the burial of the wires at Seminary Park and the total cost is less than \$100,000. She wanted to clarify that is what the Administrator did say. He confirmed he did say this. 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.**

Ellyn Kehoe, 222 Warren Street, District 1, she commented there is a couple items on the agenda beginning with #12 for the smart growth grant and is volunteering to help with that. Item #13 from the comments, she has heard Council can write their own ordinances. She wondered if for the first 30 minutes of the meeting people could think and discuss the issues. She noted you don't want to get into a bash session, just a period for people to bring solutions to the problems.

Spyro Condos, 1760 Hillcrest Drive, commented regarding the item to limit comments from the public. Limiting comments at the committee level is going the wrong way. It is in contradiction to the reason everyone is here. You should find every opportunity to hear public comment. Committees are the places people can go and discuss their concerns. Under Prepaid bills for the Finance Committee, there was a prepaid bill for WE Energies and this was not approved. The question was how they are going to finance it which is not talked about.

Jim Connors, 320 Oakwood Lane, commented he wanted to discuss the public comment on the council meeting. He passed out the UW Extension reference to public comment. He further discussed options or solutions to this issue.

Bill Chesen, 800 Platt Ave., commenting on public comment and noted that people are walking up to the podium and saying things that are untrue. He noted that one instance is that Mr. Condos stated WE Energies property was not approved. He noted that at a special council meeting of December 21, 2009 that dealt with the issue of the purchase and how it would be purchased and was approved. There are people who are sick of hearing things that are simply not true. Let's limit comments to the city business.

Tom Spellman, 270 Country Club Drive, #22, commented it is interesting you and then felt he needed to gather his thoughts.

Spyro Condos requested to speak. Mayor Chesen noted he already had his opportunity. Tom Spellman took his seat.

Bill Cousino, noted this is a brand new year and we need to move on and realizes this is a right to speak but not a reason to attack anyone.

Mayor Chesen asked if anyone else would like to speak. He noted that no one else wanted to speak that hasn't spoken already.

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

**Acknowledgement of Correspondence.**

City Clerk noted that there is a letter that has been submitted by Spyro Condos and Ed Yaeger.

Clerk Dykstra noted the normal procedure is to let the public know what the content of the letter is and have it on file with the City Clerk's office unless otherwise advised. Alderman Krohn asked for the letter to be read. Mayor Chesen noted it is the practice not to read them. City Attorney noted it is the Council choice to read or not. Mayor Chesen asked for a suspension of the rules to read it officially because it isn't a normal practice.

Krohn/Fesenmaier motion to read the letter into the record.

Alderman Fesenmaier also questioned the receipt of a letter from Ed Yaeger and would like that letter to be read.

Mayor Chesen noted that just because a letter is written doesn't mean it is fact.

It was clarified to read both letters into the record.

Roll Call: "Yes" Alderman Roehrer, Fesenmaier, Krohn. "No" Alderman Mott, Marsala, Tolar, Krause. Motion fails.

Mayor Chesen announced the letters will not be read but the City Clerk will state the subject matter of the letters.

She noted the letter from Mr. Condos is regarding the 11/30/09 agreement and that he feels it has been broken and he feels his letter for his first district resignation is null and void and he should be returned to the City Council as first district alderman. The letter from Mr. Yaeger is regarding his concern for the notice regarding the TIF joint review board meeting that was scheduled. Both are on file with the City Clerk's office.

**Resolution 10-R03 a resolution to amend Resolution 09-R28 which amends Tax Increment District #4 Project Plan. (Administrator Jordan)**

Mayor Chesen gave his apologies regarding the death of Administrator Jordan's mother.

Administrator Jordan noted that was the reason for his absence. He understands there are several recommendations asked to be made. The changes were that if significant cost changes are 15% over the amount projected, then a plan amendment will be required, the closing of the TID will be conducted as statutorily required, and the difference in slip rental slips and revenue adjustments to be returned for repayment of the debt.

He noted these items are being added to the document.

Alderman Roehrer noted the revenue into the Lakefront for the slips and the buoys given up would require a resolution change. She confirmed this with the City Comptroller.

Alderman Marsala clarified the revenue would be the difference between the preexisting revenue and the extra. The money would be the difference of those funds. Mayor Chesen noted it would be less than \$5,000.

Krause/Marsala motion to approve.

Alderman Fesenmaier noted on Page 14 the added language would be the third paragraph. She questioned the line item that it is only needed for \$100,000 for Seminary Park burial of lines. She would like to remove \$100,000 from the Seminary Park Utilities and put in the Skate Board Park line item.

Fesenmaier/Krause motion to approve to amend moving \$100,000 from Seminary Park burial of lines and put it in the Skate Park line item.

Roll Call on Amendment: "Yes" Alderman Roehrer, Mott, Marsala, Fesenmaier, Krohn, Tolar, and Krause.

Unanimously carried.

Roll Call on Original Motion as amended: "Yes" Alderman Roehrer, Mott, Marsala, Fesenmaier, Krohn, Tolar, and Krause. Unanimously carried.

**Park Donation Policy as recommended by the Park Board. (Alderman Fesenmaier) (Continued 12/14/09)**

Krause/Marsala motion to continue this on to January 25, 2010 for the policy to be brought into proper format including policy number, and footer with date.

Alderman Mott questioned the statute policy and how a \$2,500 figure and why they came to that threshold.

Unanimously carried to continue to January 25, 2010.

**Resolution 10-R01 a Resolution to authorize the Municipal Clerk to determine the number of poll workers at each election to be either three (3), five (5), or seven (7) depending on number of ballots and anticipated turnout and authorizing split poll worker shifts when necessary.**

Krause/Roehrer motion to table until January 25, 2010. Unanimously carried.

**Operator License Applications for Angela Tucker, Virginia Nemath, Gina Demarco, Michael Solus, and Stephanie Prato.**

Krause/Roehrer motion to approve. Unanimously carried.

**Temporary Beer and Wine License for St. Francis De Sales, 148 W. Main Street, for a Chili Cook Off on February 6, 2010**

Krause/Marsala motion to approve. Alderman Krause would like to have on record the hours of operation. Unanimously carried.

**Request from the Lake Geneva Public Library for \$21,500 from Library Impact Fees to purchase additional shelving units for the library collection, as recommended by the Library Board.**

Krause/Marsala motion to table until January 25, 2010. It was noted a budget resolution is required. Unanimously carried.

**Conditional Use Resolution 10-R02 a conditional use resolution to approve an addition to an existing Institutional Residential facility (Nursing Home) at 211 S. Curtis Street, Lake Geneva, Tax Key ZYUP 00112. (Geneva Lake Manor)**

Tolar/Roehrer motion to approve. Unanimously carried.

**First Reading of Ordinance 10-1 a Zoning Map Amendment to rezone certain real property, located at 630 Williams Street, Tax Keys ZA1776 00001 thru 00004 from General Business (GB) and General Industrial (GI) to Planned Development (PD).**

**General Development Plan and a portion of the Precise Implementation Plan regarding roof repair or replacement filed by Chris Migut, to allow for the conversion of the existing commercial building to multi-tenant commercial, office and light industrial use at 630 Williams Street, Tax Keys ZA1776 00001 thru 00004, including staff recommendations.**

Tolar/Krause motion to approve.

Alderman Roehrer questioned how this second part can be approved if the ordinance hasn't passed. This should be technically reconsidered first.

Attorney Draper noted that the best way to do this is the reconsider and suspend the rules and revote on the issue.

Tolar/Krause withdrew their motion.

Krause/Tolar motion to reconsider item 12B.

Alderman Krause noted he understands this is time sensitive and he is looking to reconsider so this can be voted on.

Alderman Fesenmaier stated she thought a motion to reconsider placed the item on the next agenda.

Attorney Draper stated if it is at the same meeting it is acceptable. Mayor Chesen noted this is a building that has been vacant for some time and in need of repairs. It is an issue to be addressed dealing with the roof to prevent further damage.

Unanimously carried.

Krause/Tolar motion to suspend the rules and approve First and Second Reading of **Ordinance 10-1** a Zoning Map Amendment to rezone certain real property, located at 630 Williams Street, Tax Keys ZA1776 00001 thru 00004 from General Business (GB) and General Industrial (GI) to Planned Development (PD).

Alderman Krause noted this is a practice they have done before to pass an item that is time sensitive.

Alderman Krohn asked what the big rush is on approving this now.

Alderman Krause noted they are trying to get the roof replaced to preserve the building.

Roll Call: "Yes" Alderman Mott, Tolar, Krause. "No" Alderman Roehrer, Marsala, Fesenmaier, and Krohn. Motion fails.

Attorney Draper noted that five votes are required to overturn the plan commission recommendation, which was to approve, and this would come up for the second reading at the next meeting.

It was noted this is back to first reading. They will go back to this item following item #13.

**Smart growth and grants. (Administrator Jordan)**

Administrator Jordan noted that there aren't as many smart growth grants available. He noted the smart growth legislation began about 11 years ago. He noted that there were small grants established, but it became legislation to complete this project. He noted that the only grants that have been available for those who are the preparing for the study. He did go to the site that was quoted. It was an EPA site and it wasn't very detailed. There are probably only about 60% of the state has the smart growth completed. He noted that grants come to the state and Wisconsin has each division set up their own parameters and every City is notified immediately when they are available. There are other grants out there right now, but the levy limit prevents them from applying because it has slowed down cities applying for these things.

**Going back to item #12**

Attorney Draper noted that based on the fact there was no approval and this was a first reading this will come up at the next meeting. He doesn't believe item #C can be voted on at this time.

Mott/Marsala motion to continue the General Development Plan and a portion of the Precise Implementation Plan regarding roof repair or replacement filed by Chris Migut, to allow for the conversion of the existing commercial building to multi-tenant commercial, office and light industrial use at 630 Williams Street, Tax Keys ZA1776 00001 thru 00004, including staff recommendations.

Unanimously carried.

**Discussion/recommendation on public comments. (Aldermen Fesenmaier and Krohn.)**

Fesenmaier/Roehrer motion to direct the City Attorney to draft an ordinance change to allow public comments at all committee meetings of the City.

Attorney Draper asked for any restrictions. Alderman Fesenmaier noted it shall be open to any discussion and does not want a time limit unless already listed in an ordinance.

Alderman Fesenmaier noted that the State Statute shall be set forth the time date and place and subject matter at any meeting she further explained the public notice of a meeting of a governmental body may provide for a period of public comment for which the body may receive information from members of the public. She believes they need to trust the public they will be addressing the business of that committee. They are adults and they may want to talk about issues relevant. We have to assume they are going to discuss issues that arise.

Alderman Krause noted his intent for what he did was, they had a meeting and the first 20 minutes was taken up for political gain. If this is to discuss issues relative to finance he would be okay with that, but the reason he did this was the exhaustion after the political gain.

Alderman Marsala noted he addressed this at the Committee of the Whole if there is a pending issue that can't wait or be accommodated with other avenues. There has been all kinds of unnecessary discussion that has nothing to do with the business. Some of the Comments are not even beneficiary to the public.

Alderman Fesenmaier commented she is not in favor of limiting public comments based on fear. You can disagree with whether a statement is true or not. You need to allow them to express themselves. She is not afraid of that.

Alderman Tolar noted he is not objecting to this, but he gets calls from people who want to know how someone who is not a resident can speak. He is in favor of letting anyone who is a resident of this city be allowed to speak. When others outside come in and tell us how to run our City isn't right.

Alderman Marsala noted the issues if they need to be addressed that is what they are here for. They can be contacted but it isn't a forum for half truths or misinformation. They spend enough time taking care of business.

Alderman Fesenmaier noted that at Committee of the Whole Mr. Schroeder should have been able to come and speak before the Finance and Regulation Committee meeting in person if he couldn't make the Committee of the Whole meeting. We shouldn't limit people to the Committee of the Whole.

Mayor Chesen commented Mr. Schroeder sent a message to each Alderman about the salt. Not one Alderman felt compelled to place this item on the agenda for discussion openly. Anyone in this community who wishes to have an item discussed may do so by contacting any Alderman, not just their Alderman. It is their obligation as an Alderman to serve the public and put that item on the agenda. That isn't what is happening. He further noted the statutes say the body "may" allow public discussion.

Alderman Roehrer noted it is important for the public to be able to speak. She agrees with Alderman Fesenmaier. It is out of fear that others don't want this to happen. She likes the idea from the UW Extension allowing a written statement.

Alderman Marsala noted no one is afraid. This could be handled other ways. Once something has been said whether it is correct or incorrect can be misleading to the public and it makes their job more difficult. If he as a citizen had an issue he would contact his Alderman. It is up to the Alderman to take it further.

Mayor Chesen noted that they sit there and take abuse, the misstatements of facts or the lies to the point of printed documents being handed out. They have the opportunity to abuse us through the public comment without the opportunity to answer the questions because this item isn't on the agenda. If the resident goes to their Alderman and gets this item on the agenda they can then respond appropriately. It isn't fair. It should be open discussion.

Alderman Fesenmaier noted that the other piece of this is the consistency so the public knows what to expect.

Voice Vote: Motion Fails. Alderman Fesenmaier asked for a Roll Call vote.

Roll Call: "Yes" Alderman Roehrer, Fesenmaier, Krohn. "No" Alderman Mott, Marsala, Tolar, and Krause. Motion fails.

### **Presentation of Accounts**

Purchase Orders – None.

Krause/Marsala motion to approve Regular Bills in the amount of \$303,798.20. Roll Call: "Yes" Alderman Roehrer, Mott, Marsala, Fesenmaier, Krohn, Tolar, and Krause. Unanimously carried.

Krause/Marsala motion to approve Prepaid Checks in the amount of \$448,074.69.

Alderman Roehrer questioned if a resolution is required for the WE Energies item yet? And wondered why it wasn't done for this meeting. Mayor Chesen explained that WE Energies had to be completed before the end of the year and was approved in December at a special meeting. Alderman Roehrer wonders why a resolution was not drawn up for this meeting. Alderman Fesenmaier questioned the City Attorney why a budget resolution wasn't approved first and this check was already mailed out. We don't even follow our own procedures or rules. Alderman Marsala noted the approval and amounts were approved in December.

Roehrer/Mott motion to request the Comptroller provide a resolution at the next FLR and Council meeting. Motion carried; Alderman Fesenmaier and Tolar voted no. Motion carried.

On original motion: Roll Call as amended: "Yes" Alderman Roehrer, Mott, Marsala, Krohn, Tolar, Krause. "NO" Alderman Fesenmaier. Motion carried.

### **Appointments to Committees, Commission & Boards by Mayor Chesen.**

Appointment of Robert McCormick Jr to the position of Alternate on the Zoning Board of Appeals.

Krause/Roehrer motion to approve. Unanimously carried.

Acceptance of resignation of Mary Jane Jaroz from the Ad hoc Green Ribbon Committee.

Mayor Chesen read a letter into the record regarding Mrs. Jaroz resignation. It noted a lack of communications regarding meeting times and biased opinion of one member prevents a fair evaluation of the opportunities. He hasn't come up with a replacement but will try by January 25, 2010.

### **Motion to go into closed session pursuant to Wis. Stats. 19.85 (1) (e) competitive bargaining reasons for the union negotiations. (Administrator Jordan)**

Krause/Marsala motion to approve and allow Chief Rasmussen to remain.

Unanimously carried. Also present; Clerk Dykstra, Mayor Chesen, Chief Rasmussen, and Attorney Draper.

Krause/Marsala motion to return to open session pursuant to Wis. Stats. 19.85 (2)

Roll Call: "Yes" Alderman Roehrer, Mott, Marsala, Fesenmaier, Krohn, Tolar, Krause. Unanimously carried.

Roehrer/Mott motion to Adjourn at 9:53pm. Unanimously carried.

---

/s/ Diana Dykstra, City Clerk

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

# PROCLAMATION

WHEREAS, the **LIONS CLUB INTERNATIONAL**, has many active members who are leaders in our community and more than 1.3 million members worldwide; and

WHEREAS, the **LIONS CLUB INTERNATIONAL**, has been in existence for more than 91 years having been founded on June 7, 1917 by Melvin Jones a civic minded visionary who lived a public-spirited life of helping others; and

WHEREAS, the **LIONS CLUB INTERNATIONAL** and it's members, spend every day of their lives giving back to their communities through their many charitable acts; and

WHEREAS, the **LIONS CLUB INTERNATIONAL** and it's members, have devoted years of service to improving not just their community and it's environment but have worked tirelessly to improve international relationships and the lives of individuals worldwide through their many philanthropic efforts, including vision programs, youth programs and grant programs; and

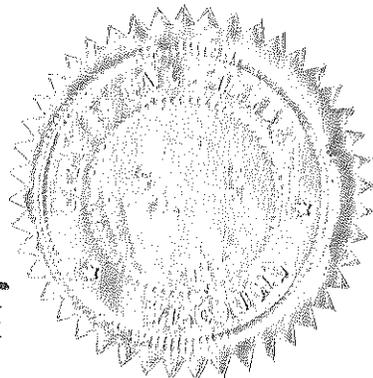
WHEREAS, the **LIONS CLUB INTERNATIONAL** Director **Robert Johnson** and it's members, deserves recognition for these accomplishments and additionally to celebrate the **2010 District 27, A-1 Annual Convention** being held in Lake Geneva, Wisconsin the 16th day of January, 2010.

NOW, THEREFORE, do I, **WILLIAM P. CHESEN**, the Mayor of the City of Lake Geneva, **PROCLAIM JANUARY 16<sup>TH</sup>, 2010 TO BE LIONS CLUB INTERNATIONAL DAY** as an expression of our deepest appreciation, gratitude and congratulations to the **LIONS CLUB INTERNATIONAL** and it's members, for their charity, leadership and devotion to our City and our Country and all Mankind through their service.

Proclaimed this 16th day of January, 2010.

  
William P. Chesen, Mayor

  
Attest: Diana Dykstra, City Clerk



# PROCLAMATION

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WHEREAS, the **LIONS CLUB INTERNATIONAL** and it's members, spend every day of their lives giving back to their communities through their many charitable acts; and

WHEREAS, the **LIONS CLUB INTERNATIONAL** and it's members, have devoted years of service to improving not just their community and it's environment but have worked tirelessly to improve international relationships and the lives of individuals worldwide through their many philanthropic efforts, including vision programs, youth programs and grant programs; and

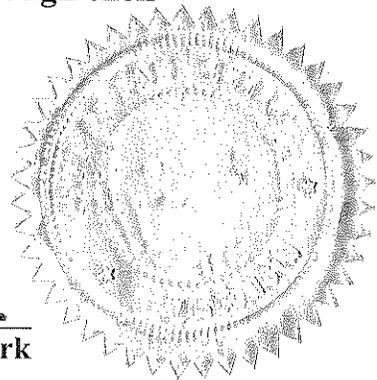
WHEREAS, the **LIONS CLUB INTERNATIONAL** District Governor **Carl Marquardt** and it's members, deserves recognition for these accomplishments and additionally to celebrate the **2010 District 27, A-1 Annual Convention** being held in **Lake Geneva, Wisconsin** the 16th day of January, 2010.

NOW, THEREFORE, do I, **WILLIAM P. CHESEN**, the Mayor of the City of Lake Geneva, PROCLAIM **JANUARY 16<sup>TH</sup>, 2010 TO BE LIONS CLUB INTERNATIONAL DAY** as an expression of our deepest appreciation, gratitude and congratulations to the **LIONS CLUB INTERNATIONAL** and it's members, for their charity, leadership and devotion to our City and our Country and all Mankind through their service.

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William P. Chesen, Mayor

  
Attest: Diana Dykstra, City Clerk



# PROCLAMATION

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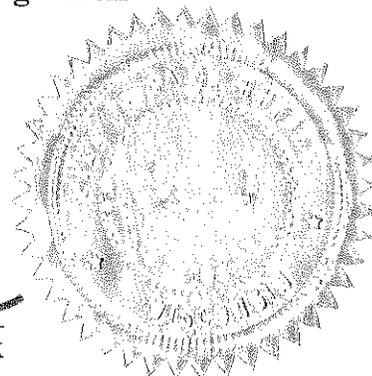
WHEREAS, the **LIONS CLUB INTERNATIONAL** Lioness Affiliate District President **Mary Tatera** and it's members, deserves recognition for these accomplishments and additionally to celebrate the **2010 District 27, A-1 Annual Convention** being held in Lake Geneva, Wisconsin the 16th day of January, 2010.

NOW, THEREFORE, do I, **WILLIAM P. CHESEN**, the Mayor of the City of Lake Geneva, **PROCLAIM JANUARY 16<sup>TH</sup>, 2010 TO BE LIONS CLUB INTERNATIONAL DAY** as an expression of our deepest appreciation, gratitude and congratulations to the **LIONS CLUB INTERNATIONAL** and it's members, for their charity, leadership and devotion to our City and our Country and all Mankind through their service.

Proclaimed this 16th day of January, 2010.

  
William P. Chesen, Mayor

  
Attest: Diana Dykstra, City Clerk



## Room Tax Ordinance

### **Sec. 70-66. Delinquent returns.**

Delinquent tax returns shall be subject to a late filing fee set by the council from time to time. In addition, if due to negligence, no return is filed or a return is filed late, the entire tax finally determined shall be subject to a penalty of 25 percent of the tax, exclusive of any interest or other penalties. If a person fails to file a return when due or files a false or fraudulent return with the intent, in either case, to defeat or evade the tax imposed by this article, a penalty of 50 percent shall be added to the tax required to be paid, exclusive of interest and other penalties.

(Code 1992, § 3.12(11))

## Alcohol Beverage License Ordinance

### **Sec. 6-52. Effect of revocation.**

Whenever any license has been revoked, at least 12 months shall elapse before another license shall be granted to the person whose license was revoked.

(Code 1992, § 11.15(7))

### **Sec. 6-53. Delinquent taxes, assessments and claims.**

No license shall be granted for any premises for which taxes, assessments or other claims of the city are delinquent and unpaid or to any person delinquent in payment of such claims to the city.

(Code 1992, § 11.15(8))

**City of Lake Geneva**  
**Department of Public Works**

**Park System - Memorial and Donation Policy**  
**No. PK-10-01**

**Purpose:** The purpose of this policy is to establish guidelines, standards and procedures for the installation and care of donated park improvements, either as a result of a cash or physical property donation. These donations may include, but are not limited to, park benches, trees, flagpoles, picnic tables, public art, statuary and other appropriate parkland amenities and accessories. The City of Lake Geneva desires to encourage donations, from both individuals and groups, both public and private, while at the same time manage aesthetic impacts and mitigate on-going maintenance cost.

Guidelines established by this policy shall apply to all donations to the City of Lake Geneva within its park system. Standards established by this policy will apply to purchased equipment, installation techniques, donation acknowledgements and long term care of all donations. The standards as set forth in this document may be applied to donations to other City of Lake Geneva departments, though other committees and commissions are not required to utilize this policy. This policy is simply a guideline for accepting donations. Each donation will be received upon its own merits and decided on a case-by-case basis. These policies do not create a precedent for the acceptance of memorials or donations.

## **STANDARDS FOR DONATIONS**

**Acquisition or Purchase:** The City and the community have an interest in ensuring that park elements purchased and installed be of high quality related to style, appearance, durability and ease of maintenance. The City staff will be responsible for the purchase and installation of all park elements. Park elements, such as park benches, where possible shall be standardized.

**Appearance and Aesthetics:** The City and the community have an interest in ensuring the best appearance and aesthetic quality of their public facilities. Park elements and/or their associated donation acknowledgements should reflect the character of the park or facility. The parks system, does however, exist for the benefit of the general public. To that extent donations of statues and works of art which depict an individual are discouraged. All park elements will be installed in such a manner that will not substantially alter the character of a facility or its intended use. It is also a consideration of the City to preserve the shoreline and lake views of Geneva Lake.

**Maintenance:** Donated park elements and/or their associated donation acknowledgement, become City property. Accordingly, the City has the duty to maintain the donation for the expected life cycle of the donation. Life cycles are indicated on the Fee Schedule maintained by the City. The City, at its sole discretion, may choose to replace or remove the donated element. The City shall not be responsible for donations located or installed contrary to the terms of this policy.

**Repair:** The community has an interest in ensuring that all park elements remain in good repair. In addition, the public has an interest in ensuring that the short and long-term repair costs are reasonable. Repair parts and materials must be readily available. Donated park elements must be of high quality to ensure a long life, be resistant to the elements, wear and tear, and to acts of vandalism. Due to factors beyond the City's control, it cannot guaranty the longevity of the donation.

**Cost:** The City has an interest in ensuring that the donor covers the full cost for the purchase, installation and routine maintenance (if applicable) during the expected life cycle of the donated park elements. The donation cost shall also include the cost of the donation acknowledgement/memorial plaque. A separate fee schedule is maintained in which the City will detail costs for donations, installation and maintenance.

## **PROCEDURE FOR MAKING A DONATION**

The City of Lake Geneva Board of Park Commissioners generally through recommendations to the City Council will administer all donations located on City park property, with the assistance of the City Public Works Department.

**Application:** The donor must contact the City's Administrator or Director of Public Works to determine whether a donation may be accepted based upon criteria contained in this policy. If a donation can be accepted, the donor will complete an application form. Applications are available through the mail, in-person or via e-mail. Completed applications and payment will be made to the City of Lake Geneva for review and processing by the City's Board of Park Commissioners.

**Approval:** The City's Board of Park Commissioners, upon determining that the donation request meets the criteria provided in this policy, may approve donations up to \$2,500. Donation offers of trees may be referred to the City of Lake Geneva Tree Board for handling. If a donation's value exceeds \$2,500 or has the potential to adversely impact the shoreline or views of Geneva Lake, the City's Board of Park Commissioners make a recommendation to the City Council and the Plan Commission for approval of the donation. The City Council may consider the request at its next regularly scheduled meeting or at a time to be determined by the Mayor. The City's Board of Park Commissioners must approve all donations up to \$2,500, and the City Council must approve all donation requests in excess of \$2,500 and statuary donations of any kind prior to the City accepting any donations.

## **CRITERIA FOR ACCEPTANCE**

**Park Plan:** To accept donations of park elements for a specific park facility, City staff will determine whether or not the donation falls within the scope of the City's most recent Park Use and Open Space Master Plan, before forwarding the offer to the City's Board of Park Commissioners.

If no plan exists, the City may accept the donation under certain circumstances.

The donation must:

1. Be consistent with the intended current or future use of the facility.
2. Not create an adverse impact on the varied recreational, social, wellness, enjoyment or educational needs of park users.
3. Not require the relocation of other equipment or infrastructure to accommodate the donation, and
4. Must comply with all deed restrictions as well as local, state and federal guidelines (if applicable). In the opinion of the City, a facility may be determined to be fully developed and the opportunity for donations would not be available.

**Donation Acknowledgements/Memorial Plaques/On-line Registry:** Donation acknowledgements and memorial plaques, as approved by the City, will be placed on or near the donated element at the sole discretion of the City. Such acknowledgements and plaques will be made of bronze and purchased through the City unless separate approval is granted. The cost for these items is incorporated in the cost of the donation. In cases where bronze plaques are not feasible, City staff may suggest alternative types. These types will be in character with the intent of this section and acknowledgements shall be tasteful and subtle; the City's Board of Park Commissioners (<\$2,500) or City Council (>\$2,500) must approve all text for donation acknowledgements/memorial plaques. If a donation is made anonymously, a plaque may be installed which reads "Donated by Friends of Lake Geneva". If a donation is removed, the donor, if they can be contacted, has the option of accepting back the remnant of the donation and related plaque. The donor also will be given the option of paying for the replacement on the donation upon either its destruction, death of a live planting, or end of its useful life. The City will maintain a registry or record of all donations to the park system.

## **OTHER DONATIONS**

There may be donations possible, other than those expressly listed or contained within this policy. The City may accept those donations subject to review of the staff, City's Board of Park Commissioners, and/or City Council. The City also reserves the right to modify or alter certain conditions as set forth in this policy.

## **CONDITIONS**

**Location:** Although suggestions will be considered for a particular location, placement of park elements will be at the discretion of the City's Board of Park Commissioners and/or City Council.

**Installation:** Installation of donated park elements, including the donor acknowledgement/memorial plaques, will be completed by City personnel or a third party chosen by the City. The installation will be scheduled at a time and date as determined by the Public Works Department so as to not unnecessarily interfere with routine park maintenance activities.

**Removal and/or Relocation:** The City reserves the right to remove and/or relocate donated park elements and their associated donation acknowledgements/memorial plaques, when they interfere with site safety, maintenance, construction activities or if damaged beyond repair. In accordance with previously stated procedures in this policy, the City will send a letter to each identifiable donor notifying the donor of any action related to the disposition of the donation. In certain situations, such as safety or emergency situations, the notification may be made after the action taken. In the event a donation must be permanently removed, the City will, when feasible, seek an alternate location consistent with this policy. If no alternate location can be found, the acknowledgement/memorial plaque and element (if appropriate), at the donors request, may be given to the donor.

## Fee Schedule

Costs for some park components are as follow:

- Lakefront & Downtown Park Bench including acknowledgement plaque (\$2,200.00). Term of donation up to 10 years.
- Park Bench other than Lakefront & Downtown including acknowledgement plaque (\$1,200). Term of donation up to 10 years.
- Tree including acknowledgement plaque in ground with species selected from the City's approved planting list (\$400.00 unless special more expensive tree is ordered).
- Bike rack including acknowledgement plaque in ground (Minimum \$800 or actual cost for material and labor depending upon the size of the rack). Term of donation up to 15 years.
- Standard City Picnic Table (\$600). Term of donation up to 10 years.
- Modular Play Equipment (Actual cost of components including labor to assemble and install). Requires City Council approval as cost will exceed \$2,500. Term of donation up to 20 years.
- Lakefront & Downtown Trash Receptacle (\$1,400 plus cost of concrete pad if required). Term of donation up to 15 years.
- Statuary & Works of Art (Actual cost of purchase and installation. A 10-year maintenance charge shall be estimated and added). Term of donation up to 25 years.
- 30' Anodized Aluminum Flagpole (\$2,000). Term of donation is 25 years.

Other memorial and donation requests may be accepted. Staff will add to this list as necessity dictates.

**City of Lake Geneva  
Department of Public Works**

**Park System - Memorial and Donation Application**

Name of Donor:

\_\_\_\_\_

Address of Donor:

\_\_\_\_\_

\_\_\_\_\_

Phone Number:

Home: \_\_\_\_\_ Other: \_\_\_\_\_

E-mail: \_\_\_\_\_

Description of Donation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Wording on Memorial Acknowledgement:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

My signature below indicates that I have received a copy of the Memorial and Donations Policy and agree to all the provisions and procedures as outlined.

Requested by:

\_\_\_\_\_

(Please Print)

\_\_\_\_\_

Signature of Donor

\_\_\_\_\_

Date

Staff Use Only. Date Received \_\_\_\_\_ Staff Initials \_\_\_\_\_

Staff Recommendation to City's Board of Park Commissioners: Approve/Deny

Council Review Date: \_\_\_\_\_ Approved/Denied

Order Date: \_\_\_\_\_ Installation Date: \_\_\_\_\_

**RESOLUTION 10-R01**

**RESOLUTION AUTHORIZING THE REDUCTION OF ELECTION OFFICIALS**

**WHEREAS**, the City of Lake Geneva is served by two polling places and,

**WHEREAS**, the City of Lake Geneva uses electronic voting equipment, and

**WHEREAS**, the duties and responsibilities of the election officials can be effectively and efficiently carried out by three election officials for this purpose; and,

**WHEREAS**, Wisconsin Statute §7.32 allows the governing body of the municipality, by resolution, to reduce the number of election officials for each polling place from seven to no fewer than three;

**NOW THEREFORE BE IT RESOLVED** that the City Council of the City of Lake Geneva hereby authorizes the City Clerk to determine the number of poll workers at each polling place to be either three (3), five (5), or seven (7) depending on the number of ballots and anticipated voter turnout of any election.

**BE IT FURTHER RESOLVED** that the City Clerk may authorize split poll worker shifts when it is necessary.

Approved and adopted by the City Council of the City of Lake Geneva on 11<sup>th</sup> day of January, 2010.

CITY OF LAKE GENEVA

By: \_\_\_\_\_  
William P. Chesen, Mayor

Attested: \_\_\_\_\_  
Diana Dykstra, City Clerk

# Election Inspectors

Term Jan 1 2010 - Dec 31 2011

## Chief Inspectors

|                   |  |  |  |
|-------------------|--|--|--|
| Mary Douglass     |  |  |  |
| Judith Russell    |  |  |  |
| Barbara Braden    |  |  |  |
| Carole Sappington |  |  |  |
| Lois Larson       |  |  |  |
| Cathy Fritz       |  |  |  |
| Shirley Winkley   |  |  |  |
|                   |  |  |  |

## Election Inspectors - Pool

|                   |                   |  |  |
|-------------------|-------------------|--|--|
| Dolleen Brenton   | Ellyn Kehoe       |  |  |
| Norma Stelfenpohl | Donna Olson       |  |  |
| Debra Skilling    | Marge Dennison    |  |  |
| Maryon Connelly   | Sherry Ames       |  |  |
| Wilma Jacobson    | Bobby Anderson    |  |  |
| Melissa Larson    | Terry Green       |  |  |
| Vern Magee        | Dena Pohle        |  |  |
| Peg Esposito      | Grace Shepstone   |  |  |
| Marian Karcher    | Sheldon Shepstone |  |  |
| Nancy Dailey      | Evelyn Lucivansky |  |  |
| Phyllis Weeden    | Lorraine Thompson |  |  |
| Jean Madaus       | Beverly Good      |  |  |
| Dee Wells         | Joyce Bouhl       |  |  |
|                   |                   |  |  |

Council Approved 12/14/09

# 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 & COMMON COUNCIL**

*D.E.J.* **FROM: CITY ADMINISTRATOR**

**DATE: JANUARY 25, 2010**

**RE: REQUEST FROM LIBRARY BOARD**

**Background:** The Library Board is requesting that Library Impact Fees in the amount of \$27,500.00 be budgeted to purchase additional shelving units for the library collection. The Library will be seeking bids to remove existing shelving in the children's area, and purchase and install a total of 18 cabinets for book storage.

The library will also be seeking bids for the removal of existing shelves in the CD area, the purchase and installation of cabinetry with a capacity of 2,400 CD's. When the bids are received, the Library Board will send their recommendations to the Common Council for approval.

Of immediate concern, is the need for a new cabinet to protect CD's from theft. The contractor will remove the existing cabinet, modify the countertop to allow installation of a new drawer unit at a cost of \$1,995.00. All of these items would be paid for with impact fees.

**Recommendation:** Approve a library impact fee budget not to exceed \$27,500.00.



Designers and manufacturers of fine  
Custom countertops, cabinets and office systems

## Construction Contract

Prepared for (Client): **Lake Geneva Library**  
**Lake Geneva WI**

Date: 1/21/2010

Job Name: LG L Dvd Storage  
Job Address: **Lake Geneva WI**

Presented by (Seller)  
**Kustom Kitchen Designs LTD (KKD)**

We hereby propose to furnish all materials and perform all labor necessary for completion of project as described in contract and on all attached specifications and as shown on supplied drawings. The price quoted herein is subject to change upon job site verification and final measurement.

The summary of this job is as follows:

Remove existing 42" 5 drawer base cabinet and 2 drawer unit. Install new base cabinet and modify countertop to allow installation of new drawer unit. Install middle support leg under 2 drawer unit. Install protective guide bumpers on right side of base cabinet. Drawers in base cabinet will be partitioned to accept cd's & dvd's in their sleeves. Drawers will be mounted on full extension ball bearing side mount drawer guides. Reinstall existing handles on drawer fronts. Exposed cabinet surfaces will be white laminate.

- 1) The Seller agrees to furnish the materials and labor and the Client agrees to make payment therefore in accordance with the schedule of payment.

|                       |                    |
|-----------------------|--------------------|
| <b>Contract Price</b> | <b>\$ 1,995.00</b> |
| <b>Sales Tax</b>      | <b>\$</b>          |
| <b>Total</b>          | <b>\$ 1,995.00</b> |

Schedule of payment:

|                              |             |
|------------------------------|-------------|
| Upon acceptance of agreement | \$ 1,200.00 |
| Final Draw                   | \$ 795.00   |

Kustom Kitchen Designs, Ltd.

1145 East Geneva Street  
DeLavan, WI 53115

Phone: 262.728.6552  
Fax: 262.728.7646

Preferred billing type:

- e-mail: \_\_\_\_\_  
 mail: \_\_\_\_\_  
 personal delivery

It is agreed that any change orders incurring additional cost from this contract will be paid for upon acceptance of such changes. In the event of delays beyond the control of KKD, we reserve the right to modify the above payment schedule accordingly.

This contract includes the terms and provisions as set forth within. Please read and sign where indicated.

- 2) All material is guaranteed to be as specified. All work shall be performed in a good and workmanlike manner per industry standards and shall be in compliance with the drawings and specifications listed herein. All work is guaranteed to be free of defects in labor for a period of five (5) years from the date of completion of the project. Products manufactured by Kustom Kitchen Designs, Ltd. are warranted for a period of five years. This warranty does not cover products that have been damaged by accident, disaster, abuse, neglect, misuse, or improper handling and does not cover Products that have been altered or repaired by anyone other than Kustom Kitchen Designs, Ltd. All other materials are as warranted by individual manufacturers and not the Seller.
- 3) The Seller, shall at times, carry the following insurance coverage: Public liability and Workers Compensation. The Seller shall also require each of its subcontractors to carry liability and Workers Compensation, or, if the subcontractor is unable to carry Workers Compensation, the Seller shall require the subcontractor to be covered under the Seller's Workers Compensation policy. The Client shall carry fire, tornado, and any and all other necessary property insurance on the above work.
- 4) The Client agrees to accept delivery of the product or products when ready. The risk of loss, as to damage or destruction, shall be upon Client upon delivery and receipt of the product.
- 5) The Client understands that the products described are specially designed and custom built and that the Seller takes immediate steps upon execution of this Agreement to design, order and construct those items as set forth herein; therefore, this Agreement is not subject to cancellation by the Client for any reason.
- 6) It is acknowledged that the Seller or its subcontractors may install a yard sign to facilitate delivery of materials as well as to advertise. The Seller reserves the right to photograph its work and to use those photographs for promotional purposes in brochures and in other advertising media. The Seller shall not advertise Client name unless prior approval has been obtained from the Client. We shall add Client name to our current past client list to be provided to potential clients upon request, as references.
- 7) Seller has not included the costs for utilities such as electrical, water, sewer, or gas. It is understood that the Seller and its subcontractors shall have full use of the Clients utilities during the process of construction and that the Client shall bear the costs of those utilities above and beyond the contract price agreed upon in this contract.
- 8) No installation, plumbing, electrical, flooring, decorating or other construction work is to be provided unless specifically set forth herein. In the event the Seller is to perform the installation, it is understood that the price agreed upon herein does not include the possible expense entailed in coping with hidden or unknown contingencies found at the job site. In the event such contingencies arise and the Seller is required to furnish labor or materials or otherwise perform work not provided for or contemplated by the Seller the costs will be paid by the Client in the manner as set forth in article 12 of this agreement. Contingencies include but are not limited to: inability to reuse existing water, vent, and waste pipes; air shafts, ducts, grilles, louvers and registers; the relocation of concealed pipes, risers, wiring or conduits, the presence of which cannot be determined until the work has started; or imperfections in walls and ceilings which affect moldings; or imperfections, rotting or decay in the structure or parts thereof necessitating replacement.
- 9) Title to the item(s) sold to the pursuant to this Agreement shall not pass to the Client until the full price as set forth in this Agreement is paid to the Seller.

Kustom Kitchen Designs, Ltd.

1145 East Geneva Street  
Delavan, WI 53115

Phone: 262.728.6552  
Fax: 262.728.7646

- 10) Delays in payment shall be subject to late charges. Payment is due upon receipt of invoice or draw request. A 1% per month (12% per annum) late payment fee will be assessed on any unpaid balance remaining after 30 days. If Seller is required to engage the services of a collection agency or an attorney, the Client agrees to reimburse the Seller for any reasonable amounts expended in order to collect the unpaid balance.
- 11) If any provision of this Agreement is declared invalid, the remaining provisions of the Agreement shall not be affected thereby.
- 12) This Agreement sets forth the entire transaction between the parties; any and all prior Agreements, warranties or representations made by either party are superseded by this Agreement. All changes in this Agreement shall be made by a separate document and executed with the same formalities. No agent of the Seller, other than the original Sales Representative, Sales Manager, General Manager, or Production Manager, unless authorized in writing by the Seller, has any authority to waive, alter, or enlarge this contract, or to make any new or substituted or different contracts, representations, or warranties.

All materials provided by the Client are to be on site when needed by the Seller. It is the responsibility of the Client to ensure that the Client-supplied items are in a good and sufficient condition to be installed and that all necessary parts to install such items are present. The Client bears all responsibilities pertaining to the condition, performance, and warranties of Client-supplied items. The Seller will install Client-supplied items "as is" and shall bear no responsibility, either explicit or implied, for the item or for its condition, performance, or warranty.

- 13) The Seller retains the right upon breach of this Agreement by the Client to sell those items in the Sellers possession. In effecting any resale on the breach of this Agreement by the Client, the Seller shall be deemed to act in the capacity of the agent for the Client. The Client shall be liable for any net deficiency on resale.
- 14) The Seller agrees that it will perform this contract in conformity with the customary industry practices. The Client agrees that any claim for adjustment shall not be reason or cause for failure to make payment of the purchase price in full. Any unresolved controversy or claim arising from or under this contract shall be settled by final and binding arbitration notwithstanding any clause which may be inconsistent. The arbitration shall be conducted by Construction Arbitration Services under the rules then in effect. The decision of the arbitrator(s) shall be final and binding and may be enforced by any party in a court of competent jurisdiction in accordance with the provisions of the Wisconsin Arbitration Act. Disputes arising under any warranty given in connection with the Agreement shall be settled in accordance with the claims procedures and dispute settlement mechanism provided in that warranty, if any. The filing of the lien claim shall not be considered an election by the Seller to waive its rights under this provision.
- 15) The Seller anticipates that the materials and services set forth within this Agreement shall be completed on or about \_\_\_\_\_ weeks from acceptance and final decisions. The Client understands that the above dates, when given, shall be deemed approximate, and performance is subject to delays caused by, but not limited to, strikes, fires, availability of the product at the time of delivery, acts of God, and/or other reasons not under the control of the Seller.

In the event delays do occur, the Seller shall give timely, written notice explaining reasons for said delay along with the new anticipated delivery, installation, or completion dates to the Client.

**Respectfully Submitted by:**

Nicole Echols

1/21/2010

Date \_\_\_\_\_

\_\_\_\_\_  
Consultant

Kustom Kitchen Designs

*Offer may be withdrawn if not accepted within 30 days.*

Kustom Kitchen Designs, Ltd.

1145 East Geneva Street  
Delavan, WI 53115

Phone: 262.728.6552  
Fax: 262.728.7646

**Accepted By:**

\_\_\_\_\_  
Client

Date \_\_\_\_\_

\_\_\_\_\_  
Client

Date \_\_\_\_\_

*Specifications*

Seller will supply only such equipment and material as described in these specifications. Labor and delivery connected with this project will be supplied by the Seller only as herein specified.

Any equipment, material and labor designated here as "Clients responsibility" must be furnished and completed by the Client or the Clients Agent in accordance with the work schedule established by the Seller.

Equipment, material and labor not included in these specifications can be supplied by the Seller at an additional cost for which authorization must be given in writing by the Client, or the Clients Agent.

All dimensions and cabinet designations shown on the plans, which are part of these specifications, are subject to adjustments dictated by job conditions.

All surfaces of walls, ceilings, windows and woodwork, except those of factory made equipment, will be left unpainted or unfinished unless otherwise specified.

If specifications call for reuse of existing equipment, no responsibility on the part of the Seller for appearance, functioning or service shall be implied.

For factory-made equipment, the manufacturer's specifications for quality, design, dimensions, function and installation shall in any case take precedence over any others.

Lake Geneva Public Library  
Proposed Shelving/Service Project  
January 2010

*\$27,500*  
The Board of Trustees of the Lake Geneva Public Library requests that funding, not to exceed ~~\$27,500~~ from library impact fees, be approved by the City of Lake Geneva City Council to purchase additional shelving units for the library collection.

A growing service population requires increased materials in order to meet the State of Wisconsin Department of Public Instruction collection size standards. Meeting the demand for materials helps secure more funding from the State to buy more materials. To fulfill the demand for more materials from the growing service population requires increased shelving to accommodate the new materials.

Based on calculations from the Lakeshores Library System reported in 2008, the Lake Geneva Library service population has grown to 18,064. This service population not only includes the population of the municipality of the City of Lake Geneva but also includes non-residents in the townships of Linn, Bloomfield, Geneva, and Lyons and other neighboring townships without libraries.

This request for additional shelving funded with library impact fees is also prompted by a recent wave of thefts. The Library Board will review possible solutions to the growing problem of material loss. Options may include more secured shelving to monitor patron access to the collection.

Applying library impact fees toward expanded shelving and securing materials helps achieve State of Wisconsin standards for collection size and materials check-outs. It is an investment with a good return because increased shelving to accommodate the demand for more materials helps secure more funding from Walworth County. County reimbursements are determined by the number of material check-outs.

FUND: IMPACT FEES CIP FUND

| ACCOUNT NUMBER                     | ACCOUNT DESCRIPTION         | ---2007---<br>ACTUAL | --2008--<br>ACTUAL | 2009<br>BUDGETED | 12 MO.<br>ACTUAL | PROJECTED | --2010--<br>REQUESTED<br>BUDGET |
|------------------------------------|-----------------------------|----------------------|--------------------|------------------|------------------|-----------|---------------------------------|
| BEGINNING BALANCE                  |                             |                      |                    |                  |                  |           |                                 |
| REVENUES                           |                             |                      |                    |                  |                  |           |                                 |
| 45-00-00-4422                      | FIRE DEPT. IMPACT FEES      | 7,936                | 3,224              | 5,090            | 2,666            | 2,666     | 2,600                           |
| 45-00-00-4452                      | PARK IMPACT FEES            | 6,847                | 20,958             | 3,780            | 2,078            | 2,078     | 2,000                           |
| 45-00-00-4455                      | LIBRARY IMPACT FEES         | 31,540               | 35,520             | 13,130           | 11,840           | 11,840    | 12,000                          |
| 45-00-00-4811                      | INTEREST EARNED             | 8,709                | 5,416              | 1,000            | 1,239            | 1,300     | 900                             |
| 45-00-00-4910                      | APPLICATION OF PRIOR YEARS  | 0                    | 0                  | 15,000           | 0                | 0         | 20,000                          |
| TOTAL                              |                             |                      |                    |                  |                  |           |                                 |
| TOTAL                              | TOTAL REVENUES:             | 55,032               | 65,118             | 38,000           | 17,823           | 17,884    | 37,500                          |
| EXPENSES                           |                             |                      |                    |                  |                  |           |                                 |
| 45-00-00-5961                      | PARK IMPACT EXPENDITURES    | 46,615               | 124                | 23,000           | 7,589            | 7,589     | 5,000                           |
| TOTAL                              |                             |                      |                    |                  |                  |           |                                 |
| TOTAL                              | TOTAL                       | 46,615               | 124                | 23,000           | 7,589            | 7,589     | 5,000                           |
| TOTAL                              | TOTAL                       | 46,615               | 124                | 23,000           | 7,589            | 7,589     | 5,000                           |
| EXPENSES                           |                             |                      |                    |                  |                  |           |                                 |
| 45-22-00-5962                      | FIRE IMPACT EXPENDITURES    | 0                    | 0                  | 0                | 0                | 0         | 5,000                           |
| 45-22-00-9055                      | REMODEL STATION #1 (CON'T.) | 0                    | 0                  | 15,000           | 21,880           | 21,880    | 0                               |
| TOTAL                              |                             |                      |                    |                  |                  |           |                                 |
| TOTAL                              | TOTAL                       | 0                    | 0                  | 15,000           | 21,880           | 21,880    | 5,000                           |
| TOTAL                              | TOTAL                       | 0                    | 0                  | 15,000           | 21,880           | 21,880    | 5,000                           |
| EXPENSES                           |                             |                      |                    |                  |                  |           |                                 |
| 45-99-00-5960                      | LIBRARY IMPACT EXPENDITURES | 0                    | 0                  | 0                | 5,309            | 5,309     | 27,500                          |
| TOTAL                              |                             |                      |                    |                  |                  |           |                                 |
| TOTAL                              | TOTAL                       | 0                    | 0                  | 0                | 5,309            | 5,309     | 27,500                          |
| TOTAL                              | TOTAL                       | 0                    | 0                  | 0                | 5,309            | 5,309     | 27,500                          |
| TOTAL FUND REVENUES & BEG. BALANCE |                             |                      |                    |                  |                  |           |                                 |
| TOTAL FUND REVENUES                | TOTAL FUND REVENUES         | 55,032               | 65,118             | 38,000           | 17,823           | 17,884    | 37,500                          |
| TOTAL FUND EXPENSES                | TOTAL FUND EXPENSES         | 46,615               | 124                | 38,000           | 34,778           | 34,778    | 37,500                          |
| FUND SURPLUS (DEFICIT)             | FUND SURPLUS (DEFICIT)      | 8,417                | 64,994             | 0                | (16,955)         | (16,894)  | 0                               |

RESOLUTION NO: 10-R04

WHEREAS, the City of Lake Geneva Common Council approved the 2010 budget of the City of Lake Geneva including operations for the Fire Department, and

WHEREAS, the Police and Fire Commission, at their December 10, 2009 meeting, recommended Common Council approval of this resolution to raise the billing rates effective 1/1/10 for EMS charges,

BE IT THEREFORE RESOLVED, that the Common Council approves this resolution to set the EMS billing rates effective January 1, 2010 as follows:

BLS BASE RATE: Resident: \$450.00  
Non Resident: increase from \$525.00 to \$575.00

ALS1 BASE RATE: Resident: \$575.00  
Non Resident: increase from \$675.00 to \$700.00

MILEAGE: Resident: \$12.00/mile  
Non Resident: increase from \$12.00/mile to \$13.00/mile

BLS  
ON-SCENE CARE: Resident: no change at \$75.00  
Non Resident: no change at \$150.00

ALS  
ON-SCENE CARE: Resident: \$150.00  
Non Resident: increase from \$150.00 to \$325.00

PROCEDURES: Oxygen: increase from \$0 to \$60.00  
Spinal Immobilization: increase from \$0 to \$100.00

Adopted this 25th day of January, 2010.

APPROVED:

\_\_\_\_\_  
William P. Chesen, Mayor

ATTEST:

\_\_\_\_\_  
Diana Dykstra, City Clerk

Resolution No: 10-R05

WHEREAS, the Common Council approved the 2009 Operating Budget for the General Fund, and

WHEREAS, the Common Council approved the purchase of the WE Energies building located at 120 Sheridan Springs Road at the Special City Council Meeting of December 21, 2009, and

WHEREAS, such purchase occurred on December 29, 2009 for \$427,272.84 (including closing costs) which was a lower price than was approved, and

WHEREAS, it has been determined that the appraised portion related to the TID in order to complete the Edwards Boulevard extension project amounts to \$169,0000 and should be paid with TIF #4 funds, and

WHEREAS, it is the Council's intention to pay the \$258,272.84 balance using undesignated reserve funds,

BE IT THEREFORE RESOLVED, that the Common Council adopt a budget amendment allowing for an increase in the 2009 General Fund Budget as follows:

Increase Acct # 11 10-00 5910, Purchase of Property Expense, by \$258,272.84, and  
Increase Acct # 11 00-00 4910, Appl. Prior Yrs. Appropriations, by \$258,272.84.

Adopted this 25<sup>th</sup> day of January, 2010.

APPROVED:

\_\_\_\_\_  
William P. Chesen, Mayor

ATTEST:

\_\_\_\_\_  
Diana Dykstra, City Clerk

Resolution No: 10-R06

WHEREAS, the Common Council approved the 2010 Operating Budget for the General Fund, and

WHEREAS, the Common Council approved the purchase of the WE Energies property located at 120 Sheridan Springs Road at the Special City Council Meeting of December 21, 2009, and

WHEREAS, it is the Common Council's intent approve an amount not to exceed \$140,000.00 for the demolition and abatement of the office building located on this site, and

WHEREAS, it is the Council's intention to pay for this using undesignated reserve funds,

BE IT THEREFORE RESOLVED, that the Common Council adopt a budget amendment allowing for an increase in the 2010 General Fund Budget as follows:

Increase Acct # 11 17-10 5240, Sheridan Springs Property Maintenance Expense, by \$140,000.00, and

Increase Acct # 11 00-00 4910, Appl. Prior Yrs. Appropriations, by \$140,000.00.

Adopted this 25<sup>th</sup> day of January, 2010.

APPROVED:

\_\_\_\_\_  
William P. Chesen, Mayor

ATTEST:

\_\_\_\_\_  
Diana Dykstra, City Clerk

AGREEMENT FOR  
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES  
FOR

EDWARDS BOULEVARD EXTENSION  
CITY OF LAKE GENEVA  
WALWORTH COUNTY, WISCONSIN

THIS AGREEMENT made and entered into by and between the City of Lake Geneva, Walworth County, Wisconsin, a municipal corporation, hereinafter referred to as the "Client" and Crispell-Snyder, Inc., of Lake Geneva, Wisconsin, a corporation, hereinafter referred to as "CSI".

WITNESSETH:

WHEREAS, the Client proposes to employ CSI to provide construction engineering services for the construction of the Edward Boulevard Extension project, hereinafter referred to as the "Project", which is described in Article I, below; and

WHEREAS, it is the desire of the Client to employ CSI for the purpose of providing professional construction engineering services for the Project in accordance with the Standard Terms and Conditions of Service as attached.

NOW, THEREFORE, in consideration of the premises, covenants, agreements, and payments hereinafter mentioned, the Client and CSI hereby mutually agree as follows:

ARTICLE I - DESCRIPTION OF PROJECT

The Project shall consist of the construction of approximately 2,600 feet of Edwards Boulevard to and urban roadway. The construction includes sidewalk, bike path, a bridge crossing at the White River, storm sewers, and detention ponds.

ARTICLE II – PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES TO BE PERFORMED BY CSI:

Under this article, CSI agrees, in general, to perform professional consulting services required for construction engineering services, and more particularly agrees to provide as follows:

## PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES

### A. CONSTRUCTION RELATED SERVICES

1. Provide construction related services following the award of contract by the Client and during the course of construction including but not limited to; conduct preconstruction conference, construction contract administration, general project coordination, facilitation of progress meetings, and periodic site visits to determine, in general, if work is proceeding in accordance with the contract documents.
2. Review the contractor's applications for payment and submit to the Client with recommendations for payment.
3. Revise plans upon completion of the project in accordance with construction records of the inspector and post construction as-built survey, and provide copies of revised plans to Client.

### B. LOMR SUBMITTAL

Crispell-Snyder, Inc. will prepare and submit a Federal Emergency Management Agency (FEMA) Letter of Map Revision (LOMR) no later than six months after the construction as-built survey is complete. This LOMR will be an official revision to the currently effective FEMA map and will be used to amend floodplain and floodway delineations. The LOMR will be submitted to both FEMA and DNR for their concurrent review and approval.

The scope of services to complete the LOMR includes:

1. Perform a hydraulic analysis as required by FEMA and WDNR;
2. Provide the technical data and supporting document for submittal of a LOMR required by FEMA and WDNR; and
3. Perform modifications of the LOMR application in response to comments received from FEMA and WDNR on the LOMR request.

Because initial analyses showed that the effective base flood elevations (BFEs) will not increase, we do not anticipate having to assist the City with obtaining flood easements, which would include holding a public hearing.

This service does not include the \$4,800 review fee required by FEMA and would be considered a reimbursable expense.

### C. CONSTRUCTION STAKING

1. Perform construction staking services for the project.
2. Perform a post-construction as-built survey of the utilities, ponds and site grading for the purpose of submitting a LOMR.

D. CONSTRUCTION INSPECTION

1. Provide fulltime inspection during the installation of underground utilities per any DNR requirements as well as provide inspection during the process of roadway construction with measurement of installed quantities.
2. Observe testing of the water mains.
3. Perform a final inspection of completed contract before a final application for payment is processed for the contractor.
4. CSI will subcontract with Westbrook Associated Engineers to assist with inspections regarding the construction of the bridge.

ARTICLE III - COMPENSATION

The Client shall pay CSI for professional construction engineering services described in Article II as follows:

The estimated fee is:

|    |   |                         |
|----|---|-------------------------|
| A. | Construction Related Services<br>(Items 1- 3)     | \$52,400 (Hourly Basis) |
| B. | LOMR Submittal Services<br>(Items 1-3)            | \$24,700 (Lump Sum)     |
| C. | Construction Staking Services<br>(Items 1 - 2)    | \$48,100 (Lump Sum)     |
| D. | Construction Inspection Services<br>(Items 1 - 4) | \$87,800 (Hourly Basis) |

The Client shall pay CSI for professional construction services described in Article II on an hourly basis in accordance with CSI's hourly charge-out schedule in effect at the time services are provided. Reimbursable expenses such as mileage, equipment, printing, and subcontracted services will also be charged in accordance with CSI's charge-out schedule in effect at the time services are provided.

IN WITNESS WHEREOF, the parties herein have caused this agreement to be duly executed by their officers as of the date and year shown below.

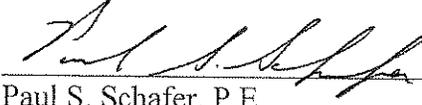
CRISPELL-SNYDER, INC.

CITY OF LAKE GENEVA

 1/15/10

Daniel F. Snyder, P.E. Date  
Chief Executive Officer

\_\_\_\_\_  
William Chesen Date  
Mayor

 1/15/10

Paul S. Schafer, P.E. Date  
Associate

\_\_\_\_\_  
Diana Dykstra Date  
City Clerk

Attachments: Standard Terms and Conditions of Service.

**Crispell – Snyder Inc. (CSI)**  
**Standard Terms and Conditions of Service**

These Standard Terms and Conditions of Service, including any Supplemental Terms and Conditions of Service which are or may become applicable to the services outlined in CSI's Agreement, are incorporated by reference into the foregoing Agreement, and shall also be incorporated by reference into any amendment to such Agreement under which CSI shall perform professional services for the Client.

1. **STANDARD OF CARE.** CSI represents it will perform its services in conformance with the standard of professional practice ordinarily exercised by the applicable profession under similar conditions at the same time and within the same locality where services are performed. CSI does not make any other warranty or guaranty, of any kind, expressed or implied by performing professional consulting services or the furnishing of oral and/or written opinions.
2. **BILLINGS AND PAYMENTS.** CSI will bill Client monthly based on the fee terms as outlined in the Agreement. The Client shall pay the invoice amount within thirty (30) calendar days of the invoice date. CSI reserves the right to charge a finance charge of 1 percent per month, 12 percent annually, on any amounts not paid within thirty days of the invoice date. If there is any objection to an invoice, or any portion thereof, the Client shall provide written notice of such objection within thirty (30) calendar days of the invoice date. Failure to provide written notice of such objection shall constitute a waiver of any such objection and acceptance of the invoice as submitted. The Client further agrees to pay CSI any and all expenses incurred in recovering any delinquent amounts due.
3. **SCOPE OF WORK.** The scope of work and associated fees constitute the best estimate of fees and tasks required to perform the services as defined in the Agreement. In the event additional services beyond the scope of services indicated in the Agreement are required of CSI as a result of investigations carried out under this Agreement, changes in regulatory agency requirements or upon the direction of the regulatory agencies or Client, CSI reserves the right to renegotiate the Agreement. At CSI's sole discretion, the additional services may or may not be undertaken until approved by the Client by written amendment to the Agreement.
4. **DELAYS.** If events beyond control of CSI, including but not limited to, fire, flood, explosion, riot, strike, war, act of God or the public enemy, or an act or regulation of any public agency, result in delay to any schedule established in the Agreement, such schedule shall be amended to compensate for such delay. If in the event such delay exceeds sixty (60) calendar days, CSI shall be entitled to an equitable adjustment in compensation.
5. **TERMINATION.** Either party may terminate this Agreement upon issuing written notice to the other party. In the event the Client terminates the Agreement, the Client agrees to pay for all services rendered prior to termination, plus any expenses incurred for termination.
6. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by CSI is supplied for the general guidance of the Client only. Since CSI has no control over competitive bidding or market conditions, CSI makes no warranty, expressed or implied, regarding the accuracy of such opinions as compared to contract bids or actual costs to clients.
7. **RELATIONSHIP WITH CONTRACTORS.** If this Agreement provides for any construction related services, CSI shall serve as Client's professional consultant for those services identified in the Agreement. CSI may make recommendations to Client concerning actions relating to Client's contractors, but CSI specifically disclaims any authority or responsibility to direct or supervise the means, methods, techniques, sequences, procedures of construction or safety measures utilized by the Client's contractors.
8. **INSURANCE.** CSI will maintain insurance coverage for professional, comprehensive general, automobile, worker's compensation, and employer's liability in amounts in accordance with law and CSI's business requirements. Certificates evidencing such coverage will be provided to the Client upon request. For projects involving construction related services, Client agrees to require its contractor(s) of every tier to include CSI as an additional insured on its policies relating to the project on a primary and non-contributing basis. CSI's coverage's for comprehensive general liability and automobile, in such case, shall be excess over the contractor's primary coverage.
9. **INDEMNIFICATIONS.** Client and CSI each agree to indemnify and hold the other harmless, and their respective officers, directors and employees, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions, or failure to adhere to the standard of care described above. In the event claims, losses damages or expenses are caused by the joint or concurrent negligence of Client and CSI, they shall be borne by each party in proportion to its negligence.

10. **LIMITATIONS ON LIABILITY.** No employee or agent of CSI shall have individual liability to Client. Client agrees that to the fullest extent permitted by law, CSI's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this Agreement from any causes including, but not limited to, CSI's negligence, errors, omissions, strict liability, or breach of contract and whether claimed directly or by way of contribution shall not exceed the total compensation received by CSI under this Agreement. If Client desires a limit of liability greater than provided above, Client and CSI shall include as part of the Agreement the amount of such limit and the additional compensation to be paid to CSI for assumption of such additional risk.
11. **HAZARDOUS MATERIAL.** It is acknowledged by Client that CSI's scope of services does not include any services related to the presence at the project site of asbestos, PCBs, petroleum, hazardous waste, toxic waste, radioactive materials, or any substance which may cause a danger to persons or property. Client further acknowledges that CSI is performing professional services for Client and CSI is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).
12. **ACCESS.** Client shall provide safe and legal access to any premises necessary for CSI to provide services identified in the Agreement.
13. **OWNERSHIP OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer files, notes or other data prepared or furnished by CSI pursuant to this Agreement are instruments of CSI's professional service, and CSI shall retain all ownership and interest therein, including all copyrights. CSI grants Client a license to use instruments of CSI's professional service for the purpose of constructing, occupying or maintaining the project. Reuse of or modifications to any such documents by Client, without CSI's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold CSI harmless from all claims, damages, expenses, including reasonable attorneys' fees, arising out of such reuse by Client or by others acting through Client.
14. **AMENDMENT.** This Agreement, upon execution by both parties hereto, can only be amended by a written instrument signed by both parties.
15. **ASSIGNMENT.** Except for assignments (a) to entities which control, or are controlled by, the parties hereto or (b) resulting from operations of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.
16. **DISPUTE RESOLUTION.** Parties shall attempt to settle any disputes arising out of this Agreement by discussions between the parties senior representatives of management. If any dispute cannot be resolved in this manner, within a reasonable length of time, parties agree to attempt non-binding mediations or any other method of alternative dispute resolution prior to filing any legal proceedings.
17. **CHOICE OF LAW.** This Agreement shall be governed by the law of the State of Wisconsin.
18. **STATUTES OF LIMITATION.** To the fullest extent permitted by law, parties agree that, except for claims of indemnification, the time period for bringing claims under this Agreement shall expire one year after fulfillment of services outlined in the Agreement or one year after termination of the Agreement.
19. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.
20. **NO THIRD PARTY BENEFICIARY.** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.
21. **SEVERABILITY.** The various terms, conditions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not effect or impair the validity of enforceability of the remainder.
22. **SHOP DRAWING REVIEW.** In the event that services performed under this Agreement include the review of and comment on shop drawings or other data which Client's contractor(s) are required to submit, CSI's review and comment will be only for conformance with the design concept of the project, and for compliance with information required by the project plans and specifications, and shall not extend to the means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incidental thereto.
23. **SURVIVAL.** All obligations arising out of this Agreement and all provisions of this Agreement allocating responsibility or liability between the parties shall survive the completion of services and the termination of this Agreement.
24. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

**City of Lake Geneva**  
**CDARS Investments**  
As of 1/22/10

| <u>Bank</u>                      | <u>Amount Invested</u> | <u>Time Period</u> | <u>% rate</u> | <u>Maturity Dates</u> | <u>Fund</u> | <u>% This Week's Quote</u>         |
|----------------------------------|------------------------|--------------------|---------------|-----------------------|-------------|------------------------------------|
| <u>First Banking Center</u>      |                        |                    |               |                       |             |                                    |
|                                  | \$ 1,000,000.00        | 52 week            | 2.750         | 02/18/10              | TIF 4       | quotes will be available on Monday |
| Sub-Total                        | \$ 1,000,000.00        |                    |               |                       |             |                                    |
| <u>Community Bank of Delavan</u> |                        |                    |               |                       |             |                                    |
|                                  | \$ 300,000.00          | 26 week            | 1.400         | 01/28/10              | TIF 4       | LGIP = .21%                        |
|                                  | \$ 1,500,000.00        | 4 week             | 0.500         | 02/18/10              | TIF 4       |                                    |
| Sub-Total                        | \$ 1,800,000.00        |                    |               |                       |             |                                    |
| <b>TOTAL invested in CDARS</b>   | <b>\$ 2,800,000.00</b> |                    |               |                       |             |                                    |
| Interest to Re-invest            | \$ 148,012.00          |                    |               |                       |             |                                    |

# Memo

**To:** Council and Mayor  
**From:** Peg Pollitt, Comptroller  
**CC:** City Administrator  
**Date:** January 22, 2010  
**Re:** Accounts Payable Check Policies

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With the recent change of the Council approving Accounts Payable invoices at each meeting (to reduce the number of prepaid checks), I found that our A/P policies needed to be updated.

Please find attached my recommendations for the revisions to these policies. I have incorporated some procedural changes also to improve paperwork flow and accuracy.

Let me know if you have any comments or questions concerning this.



City of Lake Geneva

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 mailed out the day after each Common Council meeting where they are approved for payment.

**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 be approved with the Comptroller. It is strongly encouraged to submit invoices on an ongoing regular 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 AP system. Completing the stamp info will include the account number(s) to be charged and a brief description of the purchased item. 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 here. 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.

**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. Any 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, submit it with the invoice to the Accounting Dept. We do not need duplicate copies of invoices and they should be destroyed.

City of Lake Geneva

ACCOUNTS PAYABLE **PREPAID** CHECK POLICY

Prepaid checks are those items where payment is required sooner than the two regular payment dates (which are after each Council meeting). These checks will be mailed out on Fridays and must be submitted to Accounting by Thursday 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. Riviera and Park security deposits
4. Payroll liabilities
5. Utility payments
6. Tax settlements and Election related expenses
7. 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 explaining the circumstances must accompany the approval.

# CITY OF LAKE GENEVA REQUEST FOR CHECK

Date Requested \_\_\_\_\_ Amount \_\_\_\_\_

Payable to \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Reason for Check \_\_\_\_\_

\_\_\_\_\_

Budget Account # To Be Charged \_\_\_\_\_

Special Handling or Mailing Instructions \_\_\_\_\_

\_\_\_\_\_

Requested By \_\_\_\_\_

Approved By \_\_\_\_\_

|                                     |
|-------------------------------------|
| DATE APPROVED _____                 |
| APPROVED BY: _____                  |
| ACCOUNT #(S): _____                 |
| DESCRIPTION: _____                  |
| DATE / PERIOD ENTERED _____ / _____ |

PO

# Memorandum

COMMON COUNCIL

To: Peg Pollitt, Comptroller  
CC: File  
From: Chief Connelly *BC*  
Date: 1/13/2010  
Re: New Ambulance Payment

---

At the January 2010 Police and Fire Commission Meeting the commission voted to pay for the ambulance in full so as to receive an approximate rebate of \$3000.00. The rebate is for interest earned between the date of payment in January of 2010 until the anticipated delivery date of the end of March 2010. The formula is as follows;

Total amount of the vehicle pre-paid  
X 7.25%  
Divided by the number of days in the year (365)  
Approximately 112 days = approximately \$3200.00 in savings

Enclosed is the total invoice from Foster Coach. This was to be paid from the 2009 capital money for vehicle replacement as well as the \$9000.00 from the 2010 capital expenditure for the ambulance.

Thank You,

Chief Connelly

**CAR INVOICE**

**FOSTER COACH SALES, INC.**

**NO 9452**

Box 700 1231 W. 4th St.  
Sterling, Illinois 61081

(815) 625-3276  
(800) 369-4215

SOLD TO City of Lake Geneva  
ADDRESS 626 Geneva Street  
Lake Geneva, WI 53147

DATE

SALESMAN: Kevin Klocke

NO INSURANCE WITH THIS TRANSACTION

| MAKE              | YEAR | MODEL  | BODY STYLE | NEW OR USED | KEY NO. |
|-------------------|------|--------|------------|-------------|---------|
| Ford              | 2009 | Medtec | Ambulance  | New         |         |
| SERIAL NO.        |      |        | Unit 8569  |             |         |
| 1FDXE45P29DA72820 |      |        |            |             |         |

|                  |                     |
|------------------|---------------------|
| Pre-Payment      | \$148,400.00        |
| Pre-Pay Discount | - 3,537.21          |
|                  | <u>\$144,862.79</u> |

|  |           |
|--|-----------|
| PRICE OF CAR                                   | 144862.79 |
| OPTIONAL EQUIP. AND ACCESSORIES TOTAL          |           |
| TRADE IN TYPE SERIAL NO.                       |           |
| DIFFERENCE SALES TAX                           |           |
| PREPARATION AND DELIVERY LICENSE AND TITLE     |           |
| TOTAL CASH PRICE                               |           |
| FINANCING INSURANCE                            |           |
| TOTAL TIME PRICE                               | 144862.79 |
| SETTLEMENT: DEPOSIT CASH ON DELIVERY PAYMENTS: |           |
| TOTAL  | 144862.79 |

*Capital Apparatus replacement 2009*  
*Capital apparatus (Ambulance) 2010*

*Brent Connelly*

## ORDINANCE NO. 10-1

### 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 (City), to rezone certain real property, located at 630 Williams Street, Tax Keys ZA1776 00001 thru 00004, 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 Amendment, on December 21, 2009; and

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

**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:

**Permanent zoning from General Business (GB) and General Industrial (GI) to  
Permanent zoning of Planned Development (PD)**

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 11<sup>th</sup> day of January 2010.

---

William P. Chesen, Mayor

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Attest:

Diana A. Dykstra, City Clerk

First Reading:  
Second Reading:  
Adoption:  
Published:

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

Name of Applicant: CHRIS MIGHT

Address of Applicant: W 3183 MACLENN RD.  
ELKHORN, WI 53121

Telephone No. 262 248-3442

Fax and/or email: 262 248-6890

Name of Owner: TOM LANDGRAF

Address of Owner: 630 WILLIAMS ST.  
LAKE GENEVA, WI 53147

Telephone No. 414 630-0033

Fax and/or email: ( )

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

630 WILLIAMS ST., LAKE GENEVA, WI. 53147  
CERTIFIED SURVEY MAP # 1776, LOTS 1, 2, 3 & 4  
TAX KEY # ZA177600001, ZA177600002, ZA177600003,  
AND ZA177600004

Current Zoning District: GI - GENERAL INDUSTRIAL AND  
GB - GENERAL BUSINESS.

Fee of \$750.00 payable upon filing application.

11/12/09  
Date

  
Signature of Applicant

November 12, 2009



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

**Re: APPLICATION FOR REZONE FROM *GI GENERAL INDUSTRIAL & GB GENERAL BUSINESS* TO *PD PLANNED DEVELOPMENT*  
PD PROCESS STEP 3: GENERAL DEVELOPMENT PLAN &  
PD PROCESS STEP 4: PRECISE IMPLEMENTATION PLAN  
PROPOSED REMODELING OF EXISTING COMMERCIAL BUILDING  
FOR MULTI-TENANT COMMERCIAL AND OFFICE USE  
INCLUDING OFFICE / INDOOR STORAGE / INDOOR SALES &  
PERSONAL & PROFESSIONAL SERVICES  
630 WILLIAMS STREET  
LAKE GENEVA, WI 53147**

Dear Mr. Brugger:

Mr. Chris Migut respectfully requests rezoning of the property at **630 Williams Street, Lake Geneva, WI** from ***GI GENERAL INDUSTRIAL & GB GENERAL BUSINESS*** Zoning to ***PD PLANNED DEVELOPMENT*** to allow for the conversion of the **Existing Commercial Building** to **Multi-tenant Commercial & Office Use** as described below.

The **Property** is located in the **City of Lake Geneva** at **630 Williams Street** and includes the former **Arrow Products Building** plus a small **Auto Repair Building**. The larger **Existing Main Building** is a one-story concrete block structure of approximately **36,700 sq. ft.** and is currently vacant. Of the **36,700 sq. ft.**, approximately **4,239 sq. ft.** is **Office Space** and the rest its open **Factory / Warehouse**. The **Existing Auto Repair Building** is approximately **1,250 sq. ft.** The overall site consists of **68,141 sq. ft.** or approximately **1.56 acres**. Mr. Migut has an offer to purchase on the property with the intention of converting the **Existing Main Building** for use as a **Multi-tenant Commercial Building** including **Office / Indoor Storage / Indoor Sales** and **Personal & Professional Services**. The property is located in a transitional use area with **Retail / Commercial Uses** to the east, south and west plus some **Residential** properties to the north and directly across Williams Street to the east. Approximately **2/3** of the **Property** is currently zoned **GI General Industrial** and the remaining **1/3** is **GB General Business**. *Chris is requesting that he be allowed to rezone the entire Property to PD Planned Development to remodel the Existing Building for use as a Multi-tenant Commercial Building for a variety of uses Permitted by Right or as Conditional Uses within the current GI General Industrial and GB General Business Zoning Districts.*

McCormack + Etten / Architects, LLP

400 Broad Street, Lake Geneva, WI 53147  
Email: [contact@mccormacketten.com](mailto:contact@mccormacketten.com)

Ph (262) 248-8391 Fax (262) 248-8392  
<http://www.mccormacketten.com>

*The current configuration of the Existing Main Building on the Property and the proposed mix of uses within the Building would not comply fully with either the present GI General Industrial or the GB General Business Zoning Districts. Given the unique location and configuration of the site, we believe a rezone to PD Planned Development is a reasonable option.*

1. The vacant **Existing Main Building** is a one-story concrete block masonry structure with a "footprint" of approximately 36,700 sq. ft. of which approximately 4,239 sq. ft. is existing **Office** space and the balance **Factory / Warehouse** space. The **Existing Auto Service Building** is approximately 1,250 sq. ft. and would remain as is for now. Chris wishes to remodel the **Existing Main Building** for **Office / Indoor Storage / Indoor Sales / Personal & Professional Services** and make several other modifications to the exterior of the building:

- *Repair the existing roof at the south end of the Main Building by adding a new truss roof structure.* The existing roof at the south end of the **Existing Main Building** leaks and would be covered with a new sloping truss roof. The balance of the **Main Building** is also being reroofed due to ongoing leak problems.
- *Remodel the existing Office space at the south end of the Main Building.* The existing **Office** space would be slightly reconfigured, a new HVAC system installed, the existing bathrooms upgraded, and new ceiling, wall and floor finishes added.
- *The balance of the Main Building would be used for Rental Storage.* A portion to the north of the **Office** space may be remodeled for **Temperature-controlled Rental Storage** cubicles. The remainder of the **Main Building** would be rented out for **Storage** for tenants requiring larger open spaces.
- *The long term plan is to remodel the east portion of the Building for Retail uses* such as **Office, Indoor Sales** and **Personal & Professional Services**.
- *Except for the remodeled Office space at the south end of the Main Building, the exterior of the balance of the Main Building would remain "as is" for now.* In the future, new window and door openings would be created and new exterior wall finishes and features added as tenants lease space in the **Main Building**.
- *The Existing Auto Service Building would temporarily remain.* The **Existing Auto Service Building** would temporarily remain until the future potential tenants in the **Main Building** are determined. *At some point in the future,* the **Existing Auto Service Building** may be removed to allow for upgrades of the east façade of the larger **Main Building**, including reconfiguration of the open space between the street and the **Main Building** for a new parking lot and landscaping.

2. The **Existing Main Building** has been vacant for some time and, given the location and the character of the neighborhood, we believe this project would provide a major upgrade to the area and potentially generate new commercial development and increased tax revenue for the City. *We feel this could be a "win - win" situation by recycling an existing vacant structure for a viable use while providing necessary services to the neighborhood and increased tax revenue to the City.*

3. **Zoning Standards Under GI General Industrial and/or GB General Business Zoning (Nonresidential Uses) That Would Be Met:**

|                       |  |
|-----------------------|--|
| Max. Number of Floors | 4 Floors / Permitted<br>1 Floor / Actual   |
| Max. Floor Area Ratio | GI General Industrial / Max. FAR = 1.00<br>FAR = .56 / Actual                                |
| Min. Lot Area         | GI General Industrial & GB General Business<br>9,000 s.f. / Required<br>68,141 s.f. / Actual |
| Min. Lot Width        | 75' Lot Width / 50' Street Frontage / Required<br>270' / Actual                              |
| Min. Street Setback   | 25' / Required<br>80' / Actual   |
| Max. Bldg. Height     | 35' Max. / Permitted<br>20' +/- / Actual   |

4. **Zoning Standards Under GI General Industrial and/or GB General Business Zoning (Nonresidential Uses) That Would Not Be Met:**

|                                    |  |
|------------------------------------|--|
| Min. Landscape Surface Ratio (LSR) | 15% / Required<br>Less than 15% / Actual to be determined.             |
| Max. Floor Area Ratio:             | GB General Business / Max. FAR = .40 Permitted.<br>FAR = 0.56 / Actual |
| Min. Side Lot Line Setback         | GI General Industrial / 20' Non-Resd. Req'd.<br>1' +/- / Actual        |
| Min. Side Lot Line                 | GB General Business / 10' Non-Resd. Req'd.                             |

|   |   |
|---|---|
| Set Back                                  | 1' +/- / Actual   |
| Min. Rear Lot Line Set Back               | GI General Industrial / 30' Non-Resd. Reqd.<br>2' +/- / Actual  |
| Min. Rear Lot Line Set Back               | GB General Business / 25' Non-Resd. Reqd.<br>2' +/- / Actual  |
| Min. Paved Surface Setback                | GI General Industrial & GB General Business<br>5' Rear & Side / Required<br>10' from Street / Required<br>2' +/- Rear & Side / Actual<br>5' +/- Street / Actual   |
| Min. Number of Off-Street Parking Stalls: | GI General Industrial<br>1 per 2,000 s. f. Gross Floor Area / Required<br>36,700 s. f. / 2,000 s. f. per Stall = 19 Stalls Reqd.<br>GB General Business (Office / Indoor Sales)<br>1 per 300 s.f. Gross Floor Area / Required<br>36,700 s.f. / 300 s.f. per Stall = 122 Stalls Reqd.<br>30 Stalls Provided / Actual |

The following documents are enclosed to facilitate the review of the proposed **Planned Development** rezone:

1. A **Location Map of the Subject Site** in relation to the City of Lake Geneva.
2. A **Map of the Subject Property** noting the current zoning and that of adjoining properties, and a Certified Survey Map which depicts the dimensions of the subject property.
3. A **General Written Description** and a **Statement of Rationale** of the proposed Planned Development.
4. **General Development / Precise Implementation Plan Drawings**, including a Site Plan, Floor Plans, and Elevations of the proposed subject development.
5. **General Conceptual Landscaping Plan and General Signage Plan.**

Thank you for your consideration of the above project. Please let me know if you need additional information or have any questions.

Sincerely,



Kenneth L. Etten A.I.A.  
McCormack + Etten / Architects LLP



**RESOLUTION OF THE COMMON COUNCIL  
OF THE CITY OF LAKE GENEVA  
TO VACATE AND DISCONTINUE A PORTION OF AN  
UNPAVED ALLEY IN GENEVA LAKE CRAWFORD  
MANUFACTURING ADDITION**

**RESOLUTION NO. 09-R62**

**THE COMMON COUNCIL OF THE CITY OF LAKE GENEVA**, being duly convened and meeting in open session, does hereby resolve as follows:

**WHEREAS**, an unpaved alley exists under an existing building and parking lot at Brunk Industries located in Geneva Lake Crawford Manufacturing Co. Addition in Block 5, just south of lots 1, 2, & 3 measuring 16' by 210'; and

**WHEREAS**, the unpaved alley was never contained in the original plat of Geneva Lake Crawford Manufacturing Co. Addition; and

**WHEREAS**, pursuant to 66.1003 (4) (a) it is in the public's interest to vacate and discontinue the unpaved alley; and

**WHEREAS**, the above described unpaved alley has never been used as a public way or public access, and have never been improved or constructed in any way, and the City has never maintained or expended any sums for its improvement or maintenance; and

**WHEREAS**, no real property will be landlocked or damaged by the vacation and discontinuance of the unpaved alley; and

**WHEREAS**, the City Plan Commission, on January 18, 2010, voted to recommend the consideration of the vacation and discontinuance of an unpaved alley; and

**WHEREAS**, the Common Council, on January 25, 2010, voted to schedule a public hearing on the vacation and discontinuance of the unpaved alley at its regular meeting on \_\_\_\_\_, a date not less than forty (40) days after the date of such scheduling; and

**WHEREAS**, notice of the public hearing has been given as provided by law; and

*Class 3 public notice*      *→ Soonest public hearing date February 22, 2010*

**WHEREAS**, the Common Council has conducted such public hearing, pursuant to such notice; and

**WHEREAS**, pursuant to Wis. Stat. § 66.1003(4) (2007-08), the City Council has statutory authority to vacate and discontinue the unpaved unpaved alley.

**NOW, THEREFORE, BE IT RESOLVED**, pursuant to Wis. Stats. § 66.1003(4) and in conformity with the procedures set forth in § 66.1003(4) (b) Wis. Stats., the City of Lake Geneva hereby vacates that certain 16' X 210' easement immediately south of Lots 1, 2, & 3 of Block 5, Geneva Lake Crawford Manufacturing Co. Addition, Walworth County, Wisconsin.

**PASSED AND ADOPTED** by the Common Council of the City of Lake Geneva, Walworth County, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

COMMON COUNCIL, CITY OF LAKE GENEVA

By: \_\_\_\_\_  
William Chesen, Mayor

Attest: \_\_\_\_\_  
Diana Dykstra, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Daniel Draper, City Attorney

**EXHIBIT B**  
**ALLEY VACATION EXHIBIT**

See attached



**LAKE GENEVA HISTORIC PRESERVATION COMMISSION**  
**LAKE GENEVA, WISCONSIN**

December 15, 2009

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

**Re: LAKE GENEVA HISTORIC PRESERVATION COMMISSION  
REQUEST FOR NEW "HISTORIC LAKE GENEVA" SIGN**

Dear Barney & Plan Commission Members:

The Lake Geneva Historic Preservation Commission respectfully requests consideration and approval for the installation of a new "**Historic Lake Geneva**" sign at the southwest corner of Main Street and Wrigley Drive behind the two benches just northeast of the Library as per the attached drawings. It would be a general informational sign with a brief history of the City of Lake Geneva, a map showing the location of the **two National Historic Districts** and **seven individual buildings on the National & State Register of Historic Places** and a key giving a short summary of the historic significance of each building. *The intention is to help residents and visitors orient themselves and locate the historic districts and buildings they may wish to visit.*

The sign would be approximately 6' wide x 3' high and mounted on two 4" x 4" wood posts similar to the "**Maple Park National Historic District**" sign located at the northeast corner of Geneva and Madison Streets just behind the baseball backstop. It would be a sandblasted wood sign with a black background and gold lettering manufactured by Timberline Signs to match the other historic plaques and markers we have placed in town. *Several members of the Maple Park Home Owners Association have volunteered to landscape and maintain the new sign.*

**We would appreciate the Plan Commission's consideration in approving this proposed new sign.** If you have any questions or require additional information, please contact me either **by phone at 248-8391 ext. 12** or **by e-mail at [ken@mccormacketten.com](mailto:ken@mccormacketten.com)**. Thank you for your help in this matter.

Sincerely,



Kenneth L. Etten

Chairman, Lake Geneva Historic Preservation Commission

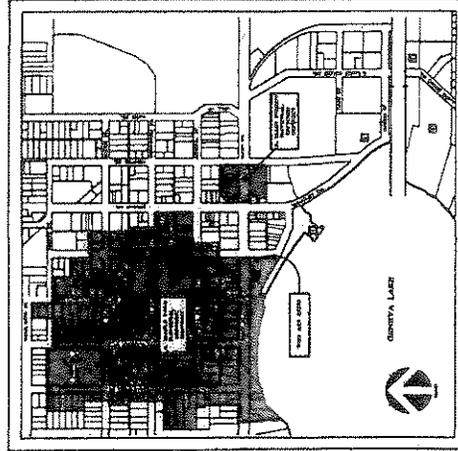
Members: Marcie Douglass Mary Tanner Jackie Getzen  
Dee Bark Stewart Mathison



# HISTORIC LAKE GENEVA

**THE MAPLE PARK HISTORIC DISTRICT**  
 HAS BEEN PLACED ON THE  
**NATIONAL REGISTER OF HISTORIC PLACES**  
 BY THE UNITED STATES DEPARTMENT OF THE INTERIOR

THE MAPLE PARK HISTORIC DISTRICT WAS PLATTED AS THE FIRST RESIDENTIAL DISTRICT IN THE ORIGINAL VILLAGE OF GENEVA IN 1827. IT INCLUDES THE FIRST CENTER SQUARE (MAPLE PARK) AND PIONEER CRAFTSMANSHIP. IT ALSO CONTAINS MANY OF THE EARLIEST HISTORIC HOMES, COLONIAL AND GOTHIC REVIVAL, AND CRAFTSMAN STYLES OF ARCHITECTURE.



- LOC. NATIONAL REGISTER DISTRICT**
- A MAPLE PARK NATIONAL HISTORIC DISTRICT
  - B MAIN STREET NATIONAL HISTORIC DISTRICT
- NO. NATIONAL REGISTER PROPERTIES**
- 1 METROPOLITAN BLOCK (1870) (NOW THE LANDMARK CENTER)
  - 2 T. C. SMITH HOUSE (1860)
  - 3 SALLY BAKER COVAGE (1845) (NOW "GILBERT'S" RESTAURANT)
  - 4 YOUNGLANDS (1849) (NOW STONE MANOR)
  - 5 YOUNGLANDS MANOR (1861)
  - 6 HORTICULTURAL HALL (1912)
  - 7 RIVIERA (1932)

# Timber Line Sign Co., Inc.

3211 St. Rd. 67  
LAKE GENEVA, WISCONSIN 53147  
(262) 245-9898

|  |   |                |           |             |
|--|---|----------------|-----------|-------------|
| CUSTOMER'S ORDER NO.                         |   | PHONE          |           | DATE        |
| NAME   |   | ADDRESS        |           | Dec. 21, 09 |
| Lake Geneva Historic Preservation Commission |   | 626 Geneva St. |           |             |
| Lake Geneva, WI 53147                        |   | SOLD BY        |           |             |
| CASH   | C.O.D.  | CHARGE         | ON ACCT.  | MOSE RET'D  |
|  |   |                |           |             |
| QTY.   | DESCRIPTION   | PRICE          | AMOUNT    |             |
| 1  | Sign: "Historic Lake Geneva"<br>6' x 3' sand-carved cedar |                | \$1710.00 |             |
| 2  | 4" x 6" x 8' stained                                      |                | \$ 80.00  |             |
|  |   |                | \$1790.00 |             |
| RECEIVED BY                                  |   |                | TAX       |             |
| TOTAL  |   |                | \$1790.00 |             |

Dec. 23 2009 06:22PM P1

PHONE NO. : 262 245 9898

FROM : Timber Line Sign Co. Inc.

C PRODUCT 610

3978

All claims and returned goods must be accompanied by this bill.

*Handwritten initials*

stated that at the last Council meeting it was discussed that this particular neighborhood should stay the way that it is and not be changed. So if the applicants wanted to move forward, since the Comprehensive Plan has been adopted, an amendment to the Plan would have to be done.

**Consistency Requirement Review.**

Lyon/Horne motion to continue this item to the January 18th 2010 Plan Commission meeting.

**Downtown Design Review.**

National City Bank on Broad Street is changing to PNC Bank and has submitted the new signage for approval. The size is staying the same and the approval is for architectural review. Kupsik/Lyon motion to approve the most recent submittal of the signs dated 12/15/09. Motion carried.

Chamber of Commerce working with the BID district is looking to put up a Directory Sign in the downtown district. The City is putting it up and it will be in the Right of Way. This will go on the Northeast corner of the Main/Broad intersection right in front of the Bootery mounted on a pole. The intention is to direct people to the North Broad Street area. It is unknown who will maintain the signs. The Business Improvement District (BID) will be providing the Sign. This is strictly a design approval. Horne/Kupsik motion to approve the sign as submitted. Motion carried.

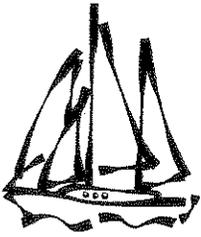
Lake Geneva Historic Preservation Commission Sign. Ken Etten approached the podium to discuss the sign on behalf of the Lake Geneva Historic Preservation Commission. The Historic Commission has been approached several times to give some sort of direction where the historic district area is. There would be some text that would give a brief history of the City and then a map to show where the historic districts are and another area that would give a little information on each of the districts. Black background with gold lettering like other Historic Signs in the City and about six foot by three foot similar to the Maple Park Historic District sign. It is proposed to go in Library Park on the Southwest area near the park benches where Wrigley Drive turns from Main Street. This will be a great addition especially since the City was designated one of the dozen distinctive destinations. Kupsik mentioned that he was forwarded a rendition of this sign on behalf of the Park Board and he received two comments both positive. Members of the Maple Park homeowners association maintain the landscape around their sign and they have also stated that they will maintain the area around this new sign in Library Park. Kupsik/Lyon motion to approve the design of this sign. Motion carried.

Jordan asks that the Commissioners gets copy of the last Council meeting minutes regarding the Comprehensive Plan approval and discussion.

Kupsik/Lyon motion to adjourn at 8:32 p.m. Unanimously carried.

/s/ Jennifer Special, Building/Zoning Administrative Assistant

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



# AGENDA ITEM REQUEST FORM

CITY OF LAKE GENEVA, WISCONSIN

Please attach any information that you would like to be included with the agenda.

Two Aldermen, Mayor Or Administrator  
For City Council Requests: Article II,  
Section 2-42 (c) must be received two  
Fridays prior to the scheduled City Council  
meeting

MARSALA  
TOLAR

Item Requesting  
Be placed on agenda  
Please list as you would like it  
displayed on the agenda

Direct Attorney Drapper  
TO DRAFT AN ORDINANCE  
Restricting Kayak & Canoe  
Launching @ Deserated Corridor  
only!

Committee/Board/Commission  
which you are asking to  
Review this item

FLR & Council

Date of Meeting

1-25-10

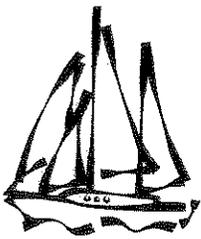
Signature

*Frank DeFuria*

DATE: 1-14-10

*Don Jolan*

DATE:



# AGENDA ITEM REQUEST FORM

CITY OF LAKE GENEVA, WISCONSIN

Please attach any information that you would like to be included with the agenda.

Two Aldermen, Mayor Or Administrator  
For City Council Requests: Article II,  
Section 2-42 (c) must be received two  
Fridays prior to the scheduled City Council  
meeting

Item Requesting  
Be placed on agenda  
Please list as you would like it  
displayed on the agenda

Committee/Board/Commission  
which you are asking to  
Review this item

Date of Meeting

|   |
|---|
| Mary Jo Fesenmaier<br>Aileen Krohn  |
| Discussion/recommendation<br>regarding <sup>city</sup> personnel involved<br>in mismanagement of city<br>funds. |
| City Council<br>meeting Jan. 25th   |
| Jan. 25, 2010   |

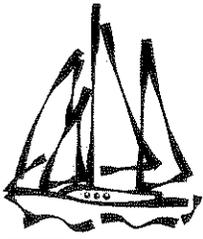
Signature

Mary Jo Fesenmaier

DATE: 1/15/10

Aileen Krohn

DATE: 1/15/10



# AGENDA ITEM REQUEST FORM

CITY OF LAKE GENEVA, WISCONSIN

Please attach any information that you would like to be included with the agenda.

Two Aldermen, Mayor Or Administrator  
For City Council Requests: Article II,  
Section 2-42 (c) must be received two  
Fridays prior to the scheduled City Council  
meeting

Item Requesting  
Be placed on agenda  
Please list as you would like it  
displayed on the agenda

Committee/Board/Commission  
which you are asking to  
Review this item

Date of Meeting

|   |
|---|
| Mary Jo Fesenmaier<br>Aileen Krohn  |
| Closed session regarding<br>update in Mirbeau and<br>Hummel litigation from →           |
| City Council  |
| January 11 or 25, 2010<br>or a special evening meeting<br>noticed at least 5 days prior |

Signature

Mary Jo Fesenmaier

DATE: 12-28-09

Aileen Krohn

DATE: 12/28/09

insurance co. attorneys;

see city attorney  
for correct  
statute citation

open session - discussion/recommendation  
regarding current litigation from  
Mirbeau or Hummel.

**City of Lake Geneva  
Council Meeting  
1/25/2009**

**Prepaid Checks - 1/1/10-1/22/10**

**\$43,483.11**

**CITY OF LAKE GENEVA  
ACCOUNTS PAYABLE ITEMS OVER \$1,000  
FOR THE COUNCIL MEETING DATED 1/25/10**

|  |                  |
|--|------------------|
| <b>BREAKDOWN PREPAID A/P COUNCIL MEETING DATE:</b>               | <b>1/25/2010</b> |
| <b>TOTAL UNPAID ACCOUNTS PAYABLE - 1/1/10-1/22/10</b>            | <b>43,483.11</b> |
| <b>ITEMS &gt; \$1,000:</b>                                       |                  |
| Alliant Energy - Various Dept. Electric Bills                    | -15,142.81       |
| WE Energies - Various Dept. Gas Bills                            | -9,159.80        |
| Lake Geneva Utility Commission - City Water Bills - 4th Qtr 2009 | -3,799.16        |
| Rote Oil - Undyed/Dyed Diesel                                    | -3,237.55        |
| Jerry Willkomm, Inc. - Unleaded Gasoline                         | -3,199.72        |
| Unemployment Insurance - 12/09 Unemployment                      | -2,662.00        |
| AT&T - Various Dept. Telephone Bills                             | -2,189.45        |
| Minnesota Life Insurance Co. - 2/10 Life Insurance               | -2,061.59        |
| <b>BALANCE OF OTHER ITEMS</b>                                    | <b>2,031.03</b>  |

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 TIME: 15:06:27  
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CITY OF LAKE GENEVA  
 PAID INVOICE LISTING

PAGE: 1

FROM 01/01/2010 TO 01/08/2010

VENDOR # INVOICE #  
 AT&T AT&T  
 ITEM DESCRIPTION  
 ACCOUNT NUMBER  
 INV. DATE P.O. NUM CHECK # CHK DATE CHECK AMT INVOICE AMT/  
 ITEM AMT

| ITEM DESCRIPTION               | ACCOUNT NUMBER | INV. DATE | P.O. NUM | CHECK # | CHK DATE | CHECK AMT | INVOICE AMT/<br>ITEM AMT |
|--------------------------------|----------------|-----------|----------|---------|----------|-----------|--------------------------|
| 262-R428188663-1 - POLICE      | 1121005221     | 12/13/09  |          | 47940   | 01/08/10 | 2,189.45  | 2,189.45                 |
| 262-R428188663-1 - COURT       | 1112005221     |           |          |         |          | 321.61    | 321.61                   |
| 262-R428188663-1 - METER       | 4234505221     |           |          |         |          | 80.40     | 80.40                    |
| 262-2484715125-4 - CITY HALL   | 1116105221     |           |          |         |          | 80.41     | 80.41                    |
| 262-2484715125-4 - COURT       | 1112005221     |           |          |         |          | 153.57    | 153.57                   |
| 262-2480403367-7 - POLICE MAIN | 1121005221     |           |          |         |          | 31.10     | 31.10                    |
| 262-2484567367-1 - POLICE      | 1121005221     |           |          |         |          | 111.88    | 111.88                   |
| 262-2482264368-9 - FIRE        | 1122005221     |           |          |         |          | 543.10    | 543.10                   |
| 262-2484913601-4 - STREET SHOP | 1132105221     |           |          |         |          | 243.97    | 243.97                   |
| 262-2495299313-5 - 7 LIB LINES | 9900005221     |           |          |         |          | 105.85    | 105.85                   |
| 262-2495299313-5 - 1 ST LINE   | 1132105221     |           |          |         |          | 76.20     | 76.20                    |
| 262-2495299313-5 - 4 CH LINES  | 1116105221     |           |          |         |          | 10.89     | 10.89                    |
| 262-2495299313-5 - 2 LOWER RIV | 4055205221     |           |          |         |          | 43.53     | 43.53                    |
| 262-2495299313-5 - 1 UPPER RIV | 4055105221     |           |          |         |          | 21.77     | 21.77                    |
| 262-2495299313-5 - 2 POLICE    | 1121005221     |           |          |         |          | 10.89     | 10.89                    |
| 262-2495299313-5 - 1 FIRE LINE | 1122005221     |           |          |         |          | 21.77     | 21.77                    |
| 262-R428188663-1 - CITY HALL   | 1116105221     |           |          |         |          | 10.89     | 10.89                    |
|                                |                |           |          |         |          | 321.62    | 321.62                   |

AI&TO AI&T ONENET SERVICE  
 RE010810  
 01 CHARGES-12/09 1121005221 12/01/09 47941 01/08/10 82.93 82.93  
 02 CHARGES-12/09 1122005221 24.18  
 03 CHARGES-12/09 4055205221 8.74  
 04 CHARGES-12/09 1112005221 0.84  
 05 CHARGES-12/09 1116105221 6.76  
 06 CHARGES-12/09 1132105221 23.08  
 07 CHARGES-12/09 9900005221 4.26  
 08 CHARGES-12/09 4234505221 9.72  
 5.35  
 VENDOR TOTAL: 82.93

NEXTEL NEXTEL/SPRINT  
 967052511-094  
 01 CELL CHGS 11/9-12/8/09 1122005221 12/12/09 47942 01/08/10 75.55 75.55  
 VENDOR TOTAL: 75.55

T0000177 2010 WCPA WINTER CONFERENCE  
 WINTER CONFERENCE  
 01 2010 WINTER CONF-2/14-17/10 1121005410 12/28/09 47943 01/08/10 100.00 100.00  
 VENDOR TOTAL: 100.00





FROM 01/13/2010 TO 01/26/2010

| VENDOR # | INVOICE #                         | ITEM DESCRIPTION                  | ACCOUNT NUMBER | INV. DATE | P.O. NUM | CHECK # | CHK DATE | CHECK AMT     | INVOICE AMT/<br>ITEM AMT |
|----------|-----------------------------------|-----------------------------------|----------------|-----------|----------|---------|----------|---------------|--------------------------|
|          | RE011110                          |                                   |                | 12/31/09  |          | 48108   | 01/13/10 | 0.00          | 15,142.81                |
|          |                                   | 58 INV 696255--001-SHARED SAVINGS | 2081005663     |           |          |         |          |               | 73.13                    |
|          |                                   | 60 INV 696255--001-SHARED SAVINGS | 2081005623     |           |          |         |          |               | 754.87                   |
|          |                                   | 61 INV 703615--001-MAIN ST LIGHTS | 1134105223     |           |          |         |          |               | 735.36                   |
| BONK     | COURTNEY BONK                     |                                   |                |           |          |         |          | VENDOR TOTAL: | 15,142.81                |
|          | CLOTHING                          |                                   |                |           |          |         |          |               |                          |
|          | 01 UNIFORM-BONK                   |                                   | 1121005138     | 01/11/10  |          | 48110   | 01/13/10 | 100.96        | 100.96                   |
|          |                                   |                                   |                |           |          |         |          |               | 100.96                   |
| DUI      | UNEMPLOYMENT INSURANCE            |                                   |                |           |          |         |          | VENDOR TOTAL: | 100.96                   |
|          | 1310333                           |                                   |                | 01/06/10  |          | 48111   | 01/13/10 | 2,662.00      | 2,662.00                 |
|          | 01 UNEMPLOYMENT-STREET-12/09      |                                   | 1110005154     |           |          |         |          |               | 512.00                   |
|          | 02 UNEMPLOYMENT-CITY HALL-12/09   |                                   | 1110005154     |           |          |         |          |               | 1,350.00                 |
|          | 03 UNEMPLOYMENT-FIRE-12/09        |                                   | 1110005154     |           |          |         |          |               | 365.34                   |
|          | 04 UNEMPLOYMENT-POLICE-12/09      |                                   | 1110005154     |           |          |         |          |               | 434.66                   |
| DUNN     | DUNN LUMBER & TRUVE VALDE         |                                   |                |           |          |         |          | VENDOR TOTAL: | 2,662.00                 |
|          | 1121005399                        |                                   |                | 12/24/09  |          | 48113   | 01/13/10 | 566.67        | 8.92                     |
|          | 01 COVER, PLASTIC PAIL            |                                   | 1121005399     |           |          |         |          |               | 8.92                     |
|          | 371896                            |                                   |                | 12/01/09  |          | 48113   | 01/13/10 | 566.67        | 8.99                     |
|          | 01 BATTERIES                      |                                   | 1132105350     |           |          |         |          |               | 8.99                     |
|          | 371906                            |                                   |                | 12/01/09  |          | 48113   | 01/13/10 | 566.67        | 3.29                     |
|          | 01 SAND MIX-FLAT IRON PK ST LIGHT |                                   | 1134105261     |           |          |         |          |               | 3.29                     |
|          | 372043                            |                                   |                | 12/02/09  |          | 48113   | 01/13/10 | 566.67        | 9.78                     |
|          | 01 BULB, BOX COVER                |                                   | 9900005250     |           |          |         |          |               | 9.78                     |
|          | 372191                            |                                   |                | 12/03/09  |          | 48113   | 01/13/10 | 566.67        | 9.98                     |
|          | 01 DIRECT LAMPS                   |                                   | 9900005250     |           |          |         |          |               | 9.98                     |
|          | 372433                            |                                   |                | 12/04/09  |          | 48113   | 01/13/10 | 566.67        | 146.13                   |
|          | 01 LUMBER, SCREW, FASTENERS       |                                   | 1121005342     |           |          |         |          |               | 146.13                   |
|          | 372466                            |                                   |                | 12/04/09  |          | 48113   | 01/13/10 | 566.67        | 46.20                    |
|          | 01 JACKHAMMER RENTAL-NEW CELLS    |                                   | 1121005342     |           |          |         |          |               | 46.20                    |
|          | 373273                            |                                   |                | 12/11/09  |          | 48113   | 01/13/10 | 566.67        | 19.95                    |
|          | 01 TARP-RIVIERA                   |                                   | 4055205350     |           |          |         |          |               | 19.95                    |



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CITY OF LAKE GENEVA  
 PAID INVOICE LISTING

FROM 01/13/2010 TO 01/26/2010

VENDOR # INVOICE # ITEM DESCRIPTION ACCOUNT NUMBER INV. DATE P.O. NUM CHECK # CHK DATE CHECK AMT INVOICE AMT/ITEM AMT

STMT-12/09-STREET  
 01 12/09 DISCOUNT EARNED 1100004819 12/31/09 48113 01/13/10 566.67 -15.39

STMT-12/09-FIRE  
 01 12/09 DISCOUNT EARNED 1100004819 12/31/09 48113 01/13/10 566.67 -1.30

STMT-12/09-LIBRARY  
 01 12/09 DISCOUNT 1100004819 12/31/09 48113 01/13/10 566.67 -3.25

LCGTTI LAKE GENEVA UTILITY COMMISSION

VENDOR TOTAL: 566.67

| ITEM # | DESCRIPTION                     | ACCOUNT NUMBER | DATE     | CHECK # | CHK DATE | CHECK AMT | INVOICE AMT/ITEM AMT |
|--------|---------------------------------|----------------|----------|---------|----------|-----------|----------------------|
| 01     | INV 4.0402.00-918 MAIN ST       | 9300005222     | 12/15/09 | 48114   | 01/13/10 | 3,799.16  | 3,799.16             |
| 03     | INV 4.0404.00-COOK & MAIN       | 1152005226     |          |         |          | 145.28    | 145.28               |
| 04     | INV 40468.00-WRIGLEY DRIVE/TOP  | 4055105226     |          |         |          | 56.88     | 56.88                |
| 05     | INV 4.0469.00-LOWER RIVIERA     | 4055205226     |          |         |          | 848.59    | 848.59               |
| 06     | INV 4.0470.00-RIVIERA FOUNTAIN  | 4055205226     |          |         |          | 969.81    | 969.81               |
| 07     | INV 5.0100.00-626 GENEVA ST     | 1116105226     |          |         |          | 13.99     | 13.99                |
| 08     | INV 5.0172.00-MAIN ST FOUNTAIN  | 1152005227     |          |         |          | 429.96    | 429.96               |
| 09     | INV 5.0253.00-FLAT IRON PK      | 1152005226     |          |         |          | 12.60     | 12.60                |
| 10     | INV 5.0255.00-CHAMBER OF COMME  | 1152005226     |          |         |          | 148.24    | 148.24               |
| 11     | INV 5.0280.00-BAKER/WILLOW SMN  | 1152005226     |          |         |          | 34.81     | 34.81                |
| 12     | INV 6.0550.00-WILLIAMS ST PARK  | 1152005227     |          |         |          | 58.28     | 58.28                |
| 13     | INV 7.0415.00-730 MARSHALL      | 1122005226     |          |         |          | 12.60     | 12.60                |
| 14     | INV 11.0318.00-650 CURTIS       | 1152005227     |          |         |          | 132.48    | 132.48               |
| 15     | INV 8.0450.00-EASTVIEW FOUNT    | 1152005227     |          |         |          | 12.60     | 12.60                |
| 16     | INV 8.0452.00-SAGE ST/DUNN FLD  | 1152005226     |          |         |          | 12.60     | 12.60                |
| 17     | INV 4.0271.00-GENEVA ST TENNIS  | 1152005226     |          |         |          | 42.27     | 42.27                |
| 18     | INV 11.2001.00-VERTS CONCESSION | 1152015226     |          |         |          | 12.60     | 12.60                |
| 19     | INV 5.0257.00-WRIGLEY DR STATU  | 1152005227     |          |         |          | 72.63     | 72.63                |
| 20     | INV 11.2000.00-VEP'S PARK       | 1152015226     |          |         |          | 12.60     | 12.60                |
| 21     | INV 4.0400.00-MAIN ST FOUNTAIN  | 1152005227     |          |         |          | 42.00     | 42.00                |
| 22     | INV 4.0466.00-BEACH HOUSE       | 4054105399     |          |         |          | 12.60     | 12.60                |
| 23     | INV 5.0114.00-255 MILL/MUSEUM   | 1151105226     |          |         |          | 69.84     | 69.84                |
| 24     | INV 9.4850.00-TIMOTHY DR FOUNT  | 1152005227     |          |         |          | 83.76     | 83.76                |
| 25     | INV 3.0425.00-1055 CAREY        | 1132105226     |          |         |          | 12.60     | 12.60                |
| 26     | INV 3.0424.00-1065 CAREY        | 1132105226     |          |         |          | 34.81     | 34.81                |
| 27     | INV 3.0420.00-1070 CAREY        | 1132105226     |          |         |          | 69.61     | 69.61                |
| 28     | INV 5.0138.00-720 GENEVA        | 1152005227     |          |         |          | 27.85     | 27.85                |
| 29     | INV 5.0300.00-255 MILL ST FP    | 1151105226     |          |         |          | 12.60     | 12.60                |
| 30     | INV 11.1999.00-VERTS PK STORAGE | 1152015226     |          |         |          | 180.63    | 180.63               |
| 31     | INV 4.0307.00-818 GENEVA        | 4234505220     |          |         |          | 94.20     | 94.20                |
| 32     | INV 5.0101.00-626 GENEVA ST FP  | 1116105226     |          |         |          | 12.60     | 12.60                |
|        |                                 |                |          |         |          | 47.40     | 47.40                |

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CITY OF LAKE GENEVA  
 PAID INVOICE LISTING

FROM 01/13/2010 TO 01/26/2010

| VENDOR # | INVOICE # | ITEM DESCRIPTION | ACCOUNT NUMBER | INV. DATE | P.O. NUM | CHECK # | CHK DATE | CHECK AMT | INVOICE AMT/<br>ITEM AMT |
|----------|-----------|------------------|----------------|-----------|----------|---------|----------|-----------|--------------------------|
|----------|-----------|------------------|----------------|-----------|----------|---------|----------|-----------|--------------------------|

|          |    |                               |            |          |  |       |          |          |          |
|----------|----|-------------------------------|------------|----------|--|-------|----------|----------|----------|
| RE011110 | 33 | Inv 4.0474.00-LIBRARY PK RSTR | 1152005226 | 12/15/09 |  | 48114 | 01/13/10 | 3,799.16 | 3,799.16 |
|          |    |                               |            |          |  |       |          |          | 69.84    |

MINNESOTA LIFE INSURANCE CO  
 VENDOR TOTAL: 3,799.16

|             |    |                         |            |          |  |       |          |          |        |
|-------------|----|-------------------------|------------|----------|--|-------|----------|----------|--------|
| 099002-2/10 | 01 | 2/10 MUNICIPAL COURT    | 1112005134 | 01/01/10 |  | 48115 | 01/13/10 | 2,061.59 | 489.49 |
|             | 02 | 2/10 CITY CLERK         | 1114305134 |          |  |       |          |          | 9.85   |
|             | 03 | 2/10 ACCOUNTING         | 1115105134 |          |  |       |          |          | 26.22  |
|             | 04 | 2/10 TREASURER          | 1115305134 |          |  |       |          |          | 26.05  |
|             | 05 | 2/10 ASSESSOR           | 1115405134 |          |  |       |          |          | 9.55   |
|             | 06 | 2/10 BLDG INSPECTOR     | 1124005134 |          |  |       |          |          | 24.19  |
|             | 07 | 2/10 CITY ADMINISTRATOR | 1114205134 |          |  |       |          |          | 33.46  |
|             | 08 | 2/10 ADMIN FEES         | 1110005133 |          |  |       |          |          | 55.15  |
|             | 09 | 2/10 PAYROLL DEDUCTIONS | 1100002134 |          |  |       |          |          | 34.02  |
|             | 10 | 2/10 METER DEPT         | 4234505134 |          |  |       |          |          | 266.10 |
|             |    |                         |            |          |  |       |          |          | 4.90   |

|             |    |                         |            |          |  |       |          |          |        |
|-------------|----|-------------------------|------------|----------|--|-------|----------|----------|--------|
| 099009-2/10 | 01 | 2/10 POLICE             | 1121005134 | 01/01/10 |  | 48115 | 01/13/10 | 2,061.59 | 759.06 |
|             | 02 | 2/10 ADMIN FEES         | 1110005133 |          |  |       |          |          | 255.72 |
|             | 03 | 2/10 PAYROLL DEDUCTIONS | 1100002134 |          |  |       |          |          | 43.44  |
|             |    |                         |            |          |  |       |          |          | 459.90 |

|             |    |                 |            |          |  |       |          |          |       |
|-------------|----|-----------------|------------|----------|--|-------|----------|----------|-------|
| 099010-2/10 | 01 | 2/10 FIRE       | 1122005133 | 01/01/10 |  | 48115 | 01/13/10 | 2,061.59 | 82.44 |
|             | 02 | 2/10 ADMIN FEES | 1110005133 |          |  |       |          |          | 71.03 |
|             |    |                 |            |          |  |       |          |          | 11.41 |

|             |    |                         |            |          |  |       |          |          |        |
|-------------|----|-------------------------|------------|----------|--|-------|----------|----------|--------|
| 099019-2/10 | 01 | 2/10 LIBRARY            | 9900005134 | 01/01/10 |  | 48115 | 01/13/10 | 2,061.59 | 148.77 |
|             | 02 | 2/10 ADMIN FEES         | 1110005133 |          |  |       |          |          | 101.18 |
|             | 03 | 2/10 PAYROLL DEDUCTIONS | 1100002134 |          |  |       |          |          | 17.09  |
|             |    |                         |            |          |  |       |          |          | 30.50  |

|             |    |                         |            |          |  |       |          |          |       |
|-------------|----|-------------------------|------------|----------|--|-------|----------|----------|-------|
| 099044-2/10 | 01 | 2/10 METER DEPT         | 4234505134 | 01/01/10 |  | 48115 | 01/13/10 | 2,061.59 | 18.37 |
|             | 02 | 2/10 ADMIN FEES         | 1110005133 |          |  |       |          |          | 8.36  |
|             | 03 | 2/10 PAYROLL DEDUCTIONS | 1100002134 |          |  |       |          |          | 0.97  |
|             |    |                         |            |          |  |       |          |          | 9.04  |

|             |    |                            |            |          |  |       |          |          |        |
|-------------|----|----------------------------|------------|----------|--|-------|----------|----------|--------|
| 099052-2/10 | 01 | 2/10 RIVIERA MAINTENANCE   | 4055105134 | 01/01/10 |  | 48115 | 01/13/10 | 2,061.59 | 563.46 |
|             | 02 | 2/10 STREET DEPT           | 1132105134 |          |  |       |          |          | 16.60  |
|             | 03 | 2/10 CITY HALL MAINTENANCE | 1116105134 |          |  |       |          |          | 158.18 |
|             | 04 | 2/10 ADMIN FEES            | 1110005133 |          |  |       |          |          | 13.36  |
|             | 05 | 2/10 PAYROLL DEDUCTIONS    | 1100002134 |          |  |       |          |          | 33.43  |
|             |    |                            |            |          |  |       |          |          | 341.89 |

ROTE OIL COMPANY  
 VENDOR TOTAL: 2,061.59

|        |  |  |  |          |  |       |          |          |        |
|--------|--|--|--|----------|--|-------|----------|----------|--------|
| 103691 |  |  |  | 12/28/09 |  | 48116 | 01/13/10 | 3,237.55 | 738.98 |
|--------|--|--|--|----------|--|-------|----------|----------|--------|

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 TIME: 14:24:03  
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CITY OF LAKE GENEVA  
 PAID INVOICE LISTING

FROM 01/13/2010 TO 01/26/2010

VENDOR # INVOICE # ITEM DESCRIPTION ACCOUNT NUMBER INV. DATE P.O. NUM CHECK # CHK DATE CHECK AMT INVOICE AMT/ITEM AMT

|        |    |                          |            |          |  |       |          |          |          |
|--------|----|--------------------------|------------|----------|--|-------|----------|----------|----------|
| 103691 | 01 | 281.3 GAL. UNDYED DIESEL | 1132105341 | 12/28/09 |  | 48116 | 01/13/10 | 3,237.55 | 738.98   |
| 103730 | 01 | 511.8 GAL. UNDYED DIESEL | 1132105341 | 01/08/10 |  | 48116 | 01/13/10 | 3,237.55 | 1,379.30 |
| 103732 | 01 | 469.1 GAL. DYED DIESEL   | 1132105341 | 01/08/10 |  | 48116 | 01/13/10 | 3,237.55 | 1,119.27 |

T0000179 GLEN NETTESHEIM  
 GUN PURCHASE 01 UNIFORM-GUN PURCHASE-WARD 1121005138 01/11/10 48117 01/13/10 475.00 475.00

WEENE WE ENERGIES RE011110 12/15/09 48118 01/13/10 9,159.80 9,159.80

|    |     |                            |             |  |  |       |          |          |          |
|----|-----|----------------------------|-------------|--|--|-------|----------|----------|----------|
| 01 | INV | 5604-510-433-LIBRARY       | 99000052222 |  |  | 48118 | 01/13/10 | 9,159.80 | 9,159.80 |
| 02 | INV | 3843-358-997-LIBRARY       | 99000052222 |  |  |       |          |          | 1,119.26 |
| 03 | INV | 7837-744-963-FIREHOUSE     | 11220052224 |  |  |       |          |          | 418.86   |
| 04 | INV | 0480-524-472-UPPER RIVIERA | 40551052224 |  |  |       |          |          | 1,028.26 |
| 05 | INV | 7891-194-618-CITY HALL     | 11161052224 |  |  |       |          |          | 1,359.39 |
| 06 | INV | 0847-573-906-HOST TOWER    | 11220052224 |  |  |       |          |          | -172.73  |
| 07 | INV | 5288-664-956-MUSEUM        | 11511052224 |  |  |       |          |          | 267.45   |
| 08 | INV | 8052-439-940-STREET DEPT   | 11321052224 |  |  |       |          |          | 1,512.14 |
| 09 | INV | 8017-524-022-1065 CAREY    | 11321052224 |  |  |       |          |          | 2,113.75 |
| 10 | INV | 6602-046-262-1070 CAREY    | 11321052224 |  |  |       |          |          | 1,342.97 |
| 11 | INV | 7283-171-261-VEP'S PARK    | 11520152222 |  |  |       |          |          | -48.86   |

TOTAL --- ALL INVOICES: 37,205.54  
 VENDOR TOTAL: 9,159.80

**City of Lake Geneva  
Council Meeting  
1/25/2010**

**Accounts Payable Checks - Through 1/21/10**

|                     |                                   |
|---------------------|-----------------------------------|
| 1. General Fund     | <u>\$ 106,066.93</u>              |
| 2. Debt Service     | <u>\$ -</u>                       |
| 3. TID #4           | <u>\$ 79,173.26</u>               |
| 4. Lake Front       | <u>\$ 4,044.51</u>                |
| 5. Capital Projects | <u>\$ 314.31</u>                  |
| 6. Parking Meter    | <u>\$ 42.93</u>                   |
| 7. Library Funds    | <u>\$ 6.14</u>                    |
| 8. Impact Fees      | <u>\$ 3,555.00</u>                |
| 9. Tax Agency Fund  | <u>\$ -</u>                       |
| Total All Funds     | <u><u><b>\$193,203.08</b></u></u> |

**CITY OF LAKE GENEVA  
 ACCOUNTS PAYABLE ITEMS OVER \$1,000  
 FOR THE COUNCIL MEETING DATED 1/25/10**

|  |                      |
|--|----------------------|
| <b>BREAKDOWN REGULAR A/P COUNCIL MEETING DATE:</b>                                   | <b>1/25/2010</b>     |
| <b>TOTAL UNPAID ACCOUNTS PAYABLE - THROUGH 1/21/10</b>                               | <b>\$ 193,203.08</b> |
| <b>ITEMS &gt; \$1,000:</b>   |                      |
| Geneva Lakes Electric - Repl Photocell - Lights on Main/Wells, Final - Bury Electric | -47,138.61           |
| Johns Disposal Service, Inc. - 1/10 Refuse/Recycling Service                         | -32,595.00           |
| Crispell-Snyder, Inc. - Various City and Billable Engineering                        | -31,438.90           |
| Walworth County Public Works - Salt/Sand Mix   | -22,681.38           |
| Oak Hill Cemetery - 1/10 Payment   | -13,333.33           |
| R&R Insurance Services - Audit Addt'l Premium  | -6,742.00            |
| Lake Geneva Utility Commission - Sewer Water Impact Fee, PVC Piping, Sewer Assess    | -5,223.80            |
| YMCA - 1/10 Payment  | -3,818.33            |
| State of Wisconsin - 12/09 Court Fines   | -3,726.98            |
| Conserv FS Inc - Fertilizer  | -3,125.00            |
| R.W. Miller & Sons - Haul Snow - 3 Trucks  | -2,452.00            |
| Vandewalle & Associates, Inc. - Various City and Billable Planning                   | -2,233.50            |
| Riviera Security Deposit Refunds   | -1,840.00            |
| National City Processing Bank - Various Dept. Charges                                | -1,801.16            |
| SimplexGrinnel - Replace Gauges, Backflow, Recertification                           | -1,688.12            |
| Geneva Lake Environmental Agency - 1/10 Payment                                      | -1,666.67            |
| Botts Welding & Truck Service - Front Springs for Truck 22                           | -1,446.38            |
| Balance of Other Items   | <b>10,251.92</b>     |

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| RE012110  | 01/01/10                    | 01     | CHARGES-1/10                   | 11-21-00-5221              |        | 01/26/10 | 21.04                 |
|           |                             | 02     | CHARGES-1/10                   | PD TELEPHONE EXPENSE       |        |          | 11.08                 |
|           |                             | 04     | CHARGES-1/10                   | FIRE DEPT TELEPHONE EXPENS |        |          | 4.94                  |
|           |                             | 05     | CHARGES-1/10                   | MUNICIPAL CT TELEPHONE     |        |          | 20.60                 |
|           |                             | 06     | CHARGES-1/10                   | CITY HALL TELEPHONE EXPENS |        |          | 7.91                  |
|           |                             | 07     | CHARGES-1/10                   | ST DEPT TELEPHONE EXPENSE  |        |          | 6.14                  |
|           |                             | 08     | CHARGES-1/10                   | LIBRARY TELEPHONE/PAGER    |        |          | 4.68                  |
|           |                             |        |                                | TELEPHONE EXPENSE          |        |          |                       |
|           |                             |        |                                |                            |        |          | INVOICE TOTAL: 76.39  |
|           |                             |        |                                |                            |        |          | VENDOR TOTAL: 76.39   |
| AUREAP    | AURORA EAP                  |        |                                |                            |        |          |                       |
| IN-3454   | 12/31/09                    | 01     | 1ST QTR FEE                    | 11-10-20-5135              |        | 01/26/10 | 937.50                |
|           |                             |        |                                | EAP PROGRAM                |        |          |                       |
|           |                             |        |                                |                            |        |          | INVOICE TOTAL: 937.50 |
|           |                             |        |                                |                            |        |          | VENDOR TOTAL: 937.50  |
| AURVIS    | AURORA VISITING NURSE ASSOC |        |                                |                            |        |          |                       |
| FLU09-488 | 01/06/10                    | 01     | 4 FLU SHOT VOUCHERS            | 11-10-20-5133              |        | 01/26/10 | 100.00                |
|           |                             |        |                                | HEALTH AND DENTAL CLAIMS   |        |          |                       |
|           |                             |        |                                |                            |        |          | INVOICE TOTAL: 100.00 |
|           |                             |        |                                |                            |        |          | VENDOR TOTAL: 100.00  |
| BIGELOW   | BIGELOW REFRIGERATION       |        |                                |                            |        |          |                       |
| 60874     | 01/05/10                    | 01     | NEW WATER INLET VALVE-ICE MACH | 40-55-20-5350              |        | 01/26/10 | 221.00                |
|           |                             |        |                                | BLDG. MAINTENANCE SUPPLIES |        |          |                       |
|           |                             |        |                                |                            |        |          | INVOICE TOTAL: 221.00 |
|           |                             |        |                                |                            |        |          | VENDOR TOTAL: 221.00  |

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| BOTTS      | 486227       | 01/13/10 | 01 FRONT SPRINGS-TRK 22         | 11-32-10-5250 |        | 01/26/10 | 1,446.38 |
|            |              |          | ST DEPT EQUIPMENT REPAIRS       |               |        |          |          |
|            |              |          | INVOICE TOTAL:                  |               |        |          | 1,446.38 |
|            |              |          | VENDOR TOTAL:                   |               |        |          | 1,446.38 |
| BUMPB      | 167801       | 01/05/10 | 01 STROBE LIGHTS, RUBBER SHELLS | 11-32-10-5351 |        | 01/26/10 | 488.67   |
|            |              |          | EQUIP MAINT SUPPLIES-ST DE      |               |        |          |          |
|            |              |          | INVOICE TOTAL:                  |               |        |          | 488.67   |
| BUMPB      | 168280       | 01/13/10 | 01 FLASHING LIGHT-SWEEPER/SPARE | 11-32-10-5351 |        | 01/26/10 | 243.00   |
|            |              |          | EQUIP MAINT SUPPLIES-ST DE      |               |        |          |          |
|            |              |          | INVOICE TOTAL:                  |               |        |          | 243.00   |
|            |              |          | VENDOR TOTAL:                   |               |        |          | 731.67   |
| BUMPL      | 662-158661   | 01/06/10 | 01 WIPER BLADE-TRK 26           | 11-32-10-5351 |        | 01/26/10 | 14.58    |
|            |              |          | EQUIP MAINT SUPPLIES-ST DE      |               |        |          |          |
|            |              |          | INVOICE TOTAL:                  |               |        |          | 14.58    |
| 662-158780 |              | 01/07/10 | 01 AIR FILTER-FORD TRACTOR      | 11-32-10-5351 |        | 01/26/10 | 46.69    |
|            |              |          | EQUIP MAINT SUPPLIES-ST DE      |               |        |          |          |
|            |              |          | INVOICE TOTAL:                  |               |        |          | 46.69    |
| 662-159311 |              | 01/14/10 | 01 OIL/FUEL FILTERS             | 11-32-10-5351 |        | 01/26/10 | 55.06    |
|            |              |          | EQUIP MAINT SUPPLIES-ST DE      |               |        |          |          |
|            |              |          | INVOICE TOTAL:                  |               |        |          | 55.06    |
| 662-159332 |              | 01/14/10 | 01 FUEL FILTER-TRK 22           | 11-32-10-5351 |        | 01/26/10 | 10.49    |
|            |              |          | EQUIP MAINT SUPPLIES-ST DE      |               |        |          |          |
|            |              |          | INVOICE TOTAL:                  |               |        |          | 10.49    |
| 662-159376 |              | 01/15/10 | 01 OIL/FUEL FILTERS             | 11-32-10-5351 |        | 01/26/10 | 150.88   |
|            |              |          | EQUIP MAINT SUPPLIES-ST DE      |               |        |          |          |
|            |              |          | INVOICE TOTAL:                  |               |        |          | 150.88   |

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| BUMPL      |              |        | BUMPER TO BUMPER AUTO PARTS |               |        |          |          |
| 662-159386 | 01/15/10     | 01     | MIRROR,MIRROR HEAD-TRK 56   | 11-32-10-5351 |        | 01/26/10 | 16.58    |
|            |              |        | EQUIP MAINT SUPPLIES-ST DE  |               |        |          |          |
|            |              |        | INVOICE TOTAL:              |               |        |          | 16.58    |
| 662-159568 | 01/18/10     | 01     | MINI LAMP                   | 11-32-10-5351 |        | 01/26/10 | 1.79     |
|            |              |        | EQUIP MAINT SUPPLIES-ST DE  |               |        |          |          |
|            |              |        | INVOICE TOTAL:              |               |        |          | 1.79     |
|            |              |        | VENDOR TOTAL:               |               |        |          | 296.07   |
| CDM        |              |        | CDM GOVERNMENT INC.         |               |        |          |          |
| RHC0933    | 12/29/09     | 01     | MEMORY CARDS                | 11-11-00-5310 |        | 01/26/10 | 43.08    |
|            |              |        | COMPUTER & OFFICE SUPPLIES  |               |        |          |          |
|            |              |        | INVOICE TOTAL:              |               |        |          | 43.08    |
|            |              |        | VENDOR TOTAL:               |               |        |          | 43.08    |
| CHAMBER    |              |        | CHAMBERLAIN & HENNINGFIELD  |               |        |          |          |
| LG31075    | 12/31/09     | 01     | ROOM TAX AUDIT              | 11-15-10-5399 |        | 01/26/10 | 500.00   |
|            |              |        | ACCTG & DP MISC EXPENSE     |               |        |          |          |
|            |              |        | INVOICE TOTAL:              |               |        |          | 500.00   |
|            |              |        | VENDOR TOTAL:               |               |        |          | 500.00   |
| CHESEN     |              |        | WILLIAM CHESEN              |               |        |          |          |
| REIMB      | 05/21/09     | 01     | MAYOR'S SCHOLARSHIP AWARD   | 11-14-10-5399 |        | 01/26/10 | 256.63   |
|            |              |        | MAYOR MISCELLANEOUS EXPENS  |               |        |          |          |
|            |              |        | INVOICE TOTAL:              |               |        |          | 256.63   |
|            |              |        | VENDOR TOTAL:               |               |        |          | 256.63   |
| CONSERV    |              |        | CONSERV FS INC              |               |        |          |          |
| 1283763-IN | 12/30/09     | 01     | FERTILIZER                  | 11-52-00-5362 |        | 01/26/10 | 3,125.00 |
|            |              |        | GROUNDS MAINT SERVICE COST  |               |        |          |          |
|            |              |        | INVOICE TOTAL:              |               |        |          | 3,125.00 |
|            |              |        | VENDOR TOTAL:               |               |        |          | 3,125.00 |

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| 10764     | CRISP    | 01/01/10     | 01     | ENG-MEADOWLANDS ROADS          | 11-00-00-1391 |        | 01/26/10 | 307.25    |
|           |          |              |        | A/R BILL OUTS                  |               |        |          |           |
|           |          |              |        | INVOICE TOTAL:                 |               |        |          | 307.25    |
| 10765     |          | 01/01/10     | 01     | ENG-MAIN ST BRIDGE             | 34-30-00-8099 |        | 01/26/10 | 687.75    |
|           |          |              |        | MAIN ST BRIDGE                 |               |        |          |           |
|           |          |              |        | INVOICE TOTAL:                 |               |        |          | 687.75    |
| 10872     |          | 01/01/10     | 01     | ENG-GL MANOR                   | 11-00-00-1391 |        | 01/26/10 | 686.50    |
|           |          |              |        | A/R BILL OUTS                  |               |        |          |           |
|           |          |              |        | INVOICE TOTAL:                 |               |        |          | 686.50    |
| 10873     |          | 01/01/10     | 01     | ENG-EDWARDS BLVD RD CONNECTION | 34-30-00-8140 |        | 01/26/10 | 4,054.90  |
|           |          |              |        | EDWARDS BOULEVARD CONSTRUC     |               |        |          |           |
|           |          |              |        | INVOICE TOTAL:                 |               |        |          | 4,054.90  |
| 10874     |          | 01/01/10     | 01     | ENG-GEN COORDINATION/MAPPING   | 11-30-00-5216 |        | 01/26/10 | 104.25    |
|           |          |              |        | CITY ENGINEERING FEES          |               |        |          |           |
|           |          |              |        | INVOICE TOTAL:                 |               |        |          | 104.25    |
| 10875     |          | 01/01/10     | 01     | ENG-WRIGLEY DR BRIDGE          | 34-30-00-7109 |        | 01/26/10 | 25,598.25 |
|           |          |              |        | WRIGLEY BRIDGE REHABILITAP     |               |        |          |           |
|           |          |              |        | INVOICE TOTAL:                 |               |        |          | 25,598.25 |
|           |          |              |        | VENDOR TOTAL:                  |               |        |          | 31,438.90 |
| 00108615  | DEIGN    | 01/07/10     | 01     | 2008 AUDIT                     | 11-15-10-5213 |        | 01/26/10 | 700.00    |
|           |          |              |        | INDEPENDENT AUDIT FEES         |               |        |          |           |
|           |          |              |        | INVOICE TOTAL:                 |               |        |          | 700.00    |
|           |          |              |        | VENDOR TOTAL:                  |               |        |          | 700.00    |
| DUNN      | DUNN     |              |        | LUMBER & TRUE VALUE            |               |        |          |           |
| 376351    |          | 01/12/10     | 01     | FURNACE FILTERS                | 40-55-20-5350 |        | 01/26/10 | 20.00     |
|           |          |              |        | BLDG. MAINTENANCE SUPPLIES     |               |        |          |           |
|           |          |              |        | INVOICE TOTAL:                 |               |        |          | 20.00     |

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| DUNN      | DUNN LUMBER & TRUE VALUE       |        |                                 |               |        |          |          |
| 376662    | 01/15/10                       | 01     | STEPLADDER-TREE WORK            | 11-32-13-5430 |        | 01/26/10 | 119.00   |
|           |                                |        | TREE & BRUSH OPERATING SUP      |               |        |          |          |
|           |                                |        | INVOICE TOTAL:                  |               |        |          | 119.00   |
| 376683    | 01/15/10                       | 01     | JIGSAW BLADES                   | 11-32-10-5340 |        | 01/26/10 | 8.99     |
|           |                                |        | OPERATING SUPPLIES-STREET       |               |        |          |          |
|           |                                |        | INVOICE TOTAL:                  |               |        |          | 8.99     |
| 376934    | 01/18/10                       | 01     | KEYS                            | 11-32-10-5350 |        | 01/26/10 | 9.03     |
|           |                                |        | BLDG MAINT SUPPLIES-STR DE      |               |        |          |          |
|           |                                |        | INVOICE TOTAL:                  |               |        |          | 9.03     |
| 376949    | 01/18/10                       | 01     | HASPS, PADLOCK-STORAGE CABINETS | 40-55-20-5350 |        | 01/26/10 | 15.97    |
|           |                                |        | BLDG. MAINTENANCE SUPPLIES      |               |        |          |          |
|           |                                |        | INVOICE TOTAL:                  |               |        |          | 15.97    |
|           |                                |        | VENDOR TOTAL:                   |               |        |          | 172.99   |
| EBC       | EMPLOYEE BENEFITS CORPORATION  |        |                                 |               |        |          |          |
| 781986    | 01/18/10                       | 01     | 2/10 FLEX ADMIN FEE             | 11-10-20-5132 |        | 01/26/10 | 128.25   |
|           |                                |        | HEALTH AND DENTAL ADMIN CH      |               |        |          |          |
|           |                                |        | INVOICE TOTAL:                  |               |        |          | 128.25   |
| 781987    | 01/18/10                       | 01     | 2/10 COBRA ADMIN FEE            | 11-10-20-5132 |        | 01/26/10 | 69.30    |
|           |                                |        | HEALTH AND DENTAL ADMIN CH      |               |        |          |          |
|           |                                |        | INVOICE TOTAL:                  |               |        |          | 69.30    |
| 781988    | 01/18/10                       | 01     | 2/10 BENNY CARD ADMIN FEE       | 11-10-20-5132 |        | 01/26/10 | 39.00    |
|           |                                |        | HEALTH AND DENTAL ADMIN CH      |               |        |          |          |
|           |                                |        | INVOICE TOTAL:                  |               |        |          | 39.00    |
|           |                                |        | VENDOR TOTAL:                   |               |        |          | 236.55   |
| ELKHO     | ELKHORN CHEMICAL COMPANY, INC. |        |                                 |               |        |          |          |
| 493006    | 01/12/10                       | 01     | DISPOSABLE TOWELS               | 40-55-20-5350 |        | 01/26/10 | 54.42    |
|           |                                |        | BIDG. MAINTENANCE SUPPLIES      |               |        |          |          |
|           |                                |        | INVOICE TOTAL:                  |               |        |          | 54.42    |
|           |                                |        | VENDOR TOTAL:                   |               |        |          | 54.42    |

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| EMV       | 12/09        | 01     | COMMISSION-12/09               | 11-22-00-5214 |        | 01/26/10 | 192.25    |
|           |              |        | OUTSIDE BILLING SERVICES       |               |        |          |           |
|           |              |        | INVOICE TOTAL:                 |               |        |          | 192.25    |
|           |              |        | VENDOR TOTAL:                  |               |        |          | 192.25    |
| GENON     | 01/01/10     | 01     | 1/10 E-MAIL SERVICE            | 11-12-00-5221 |        | 01/26/10 | 4.00      |
|           |              |        | MUNICIPAL CT TELEPHONE         |               |        |          |           |
|           |              |        | INVOICE TOTAL:                 |               |        |          | 4.00      |
|           |              |        | VENDOR TOTAL:                  |               |        |          | 4.00      |
| GFOA      | 01/06/10     | 01     | DUES-3/1/10-2/28/11            | 11-15-10-5320 |        | 01/26/10 | 170.00    |
|           |              |        | ACCTG PROFESSIONAL DUES        |               |        |          |           |
|           |              |        | INVOICE TOTAL:                 |               |        |          | 170.00    |
|           |              |        | VENDOR TOTAL:                  |               |        |          | 170.00    |
| GLELE     | 01/03/10     | 01     | REPL PHOTOCELL-LGHTS MAIN/WELL | 11-34-10-5261 |        | 01/26/10 | 84.17     |
|           |              |        | STREET LIGHTS REPAIRS          |               |        |          |           |
|           |              |        | INVOICE TOTAL:                 |               |        |          | 84.17     |
| 310       | 01/14/10     | 01     | FINAL-BURY ELECTRIC            | 34-30-00-5862 |        | 01/26/10 | 47,054.44 |
|           |              |        | DOWNTOWN STREETSCAPE           |               |        |          |           |
|           |              |        | INVOICE TOTAL:                 |               |        |          | 47,054.44 |
|           |              |        | VENDOR TOTAL:                  |               |        |          | 47,138.61 |
| GLENV     | 01/01/10     | 01     | 1/10 PAYMENT                   | 40-54-10-5730 |        | 01/26/10 | 1,666.67  |
|           |              |        | GLAKE ENVIRONMENTAL AGENCY     |               |        |          |           |
|           |              |        | INVOICE TOTAL:                 |               |        |          | 1,666.67  |
|           |              |        | VENDOR TOTAL:                  |               |        |          | 1,666.67  |

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| HARRIS HARRIS COMPUTER |          |              |        |                            |               |        |          |          |
| XT00001801             |          | 12/31/09     | 01     | MSI USER MEETING           | 11-15-10-5332 |        | 01/26/10 | 50.00    |
|                        |          |              |        | ACCTG CONFERENCES/TRAINING |               |        |          |          |
|                        |          |              |        | INVOICE TOTAL:             |               |        |          | 50.00    |
| XT00001855             |          | 12/31/09     | 01     | MSI SOFTWARE TRAINING      | 11-15-10-5332 |        | 01/26/10 | 450.00   |
|                        |          |              |        | ACCTG CONFERENCES/TRAINING |               |        |          |          |
|                        |          |              |        | INVOICE TOTAL:             |               |        |          | 450.00   |
|                        |          |              |        | VENDOR TOTAL:              |               |        |          | 500.00   |
| TTU TTU INC            |          |              |        |                            |               |        |          |          |
| 5040015                |          | 12/03/09     | 01     | MATS                       | 11-16-10-5360 |        | 01/26/10 | 65.55    |
|                        |          |              |        | CITY HALL MAINT SERVICE CO |               |        |          |          |
|                        |          |              |        | INVOICE TOTAL:             |               |        |          | 65.55    |
| 5044028                |          | 12/10/09     | 01     | MOPS,MATS,FRAGRANCE        | 40-55-20-5350 |        | 01/26/10 | 57.10    |
|                        |          |              |        | BIDG. MAINTENANCE SUPPLIES |               |        |          |          |
|                        |          |              |        | INVOICE TOTAL:             |               |        |          | 57.10    |
| 5048220                |          | 12/17/09     | 01     | MATS                       | 11-22-00-5360 |        | 01/26/10 | 97.80    |
|                        |          |              |        | FIREHOUSE MAINT SERVICE CO |               |        |          |          |
|                        |          |              |        | INVOICE TOTAL:             |               |        |          | 97.80    |
| 5048221                |          | 12/17/09     | 01     | TOWELS,MATS,COVERALLS      | 11-32-10-5350 |        | 01/26/10 | 58.29    |
|                        |          |              |        | BLDG MAINT SUPPLIES-STR DE |               |        |          |          |
|                        |          |              |        | INVOICE TOTAL:             |               |        |          | 58.29    |
| 5048222                |          | 12/17/09     | 01     | MATS                       | 11-16-10-5360 |        | 01/26/10 | 65.55    |
|                        |          |              |        | CITY HALL MAINT SERVICE CO |               |        |          |          |
|                        |          |              |        | INVOICE TOTAL:             |               |        |          | 65.55    |
| 5059572                |          | 01/07/10     | 01     | MOPS,MATS,FRAGRANCE        | 40-55-20-5350 |        | 01/26/10 | 57.10    |
|                        |          |              |        | BLDG. MAINTENANCE SUPPLIES |               |        |          |          |
|                        |          |              |        | INVOICE TOTAL:             |               |        |          | 57.10    |

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| 5063527                              | 01/14/10     | 01     | MATS,TOWELS                | 11-32-10-5360 |        | 01/26/10 | 55.12     |
|                                      |              |        | ST DEPT BLDG MAINT SERV CO |               |        |          |           |
|                                      |              |        | INVOICE TOTAL:             |               |        |          | 55.12     |
| 5063528                              | 01/14/10     | 01     | MATS                       | 11-16-10-5360 |        | 01/26/10 | 65.55     |
|                                      |              |        | CITY HALL MAINT SERVICE CO |               |        |          |           |
|                                      |              |        | INVOICE TOTAL:             |               |        |          | 65.55     |
|                                      |              |        | VENDOR TOTAL:              |               |        |          | 522.06    |
| JMAUEL J. MAUEL & ASSOCIATES         |              |        |                            |               |        |          |           |
| TAX COLL/PET LIC                     | 01/21/10     | 01     | 2010 RENEWAL               | 11-15-30-5310 |        | 01/26/10 | 450.00    |
|                                      |              |        | TREASURER OFFICE SUPPLIES  |               |        |          |           |
|                                      |              |        | INVOICE TOTAL:             |               |        |          | 450.00    |
|                                      |              |        | VENDOR TOTAL:              |               |        |          | 450.00    |
| JOHNS JOHNS DISPOSAL SERVICE INC.    |              |        |                            |               |        |          |           |
| 31212                                | 01/05/10     | 01     | RECYCLING SVC-1/10         | 11-36-00-5297 |        | 01/26/10 | 9,100.00  |
|                                      |              |        | SOLID WASTE - RECYCLING    |               |        |          |           |
|                                      |              |        | INVOICE TOTAL:             |               |        |          | 23,200.00 |
|                                      |              |        | VENDOR TOTAL:              |               |        |          | 295.00    |
|                                      |              |        | INVOICE TOTAL:             |               |        |          | 32,595.00 |
|                                      |              |        | VENDOR TOTAL:              |               |        |          | 32,595.00 |
| LANGE LANGE ENTERPRISES, INC.        |              |        |                            |               |        |          |           |
| 36496                                | 12/12/09     | 01     | ROAD NAME SIGNS            | 11-34-10-5374 |        | 01/26/10 | 113.57    |
|                                      |              |        | STREET IDENTIFICATION SIGN |               |        |          |           |
|                                      |              |        | INVOICE TOTAL:             |               |        |          | 113.57    |
|                                      |              |        | VENDOR TOTAL:              |               |        |          | 113.57    |
| LGUTI LAKE GENEVA UTILITY COMMISSION |              |        |                            |               |        |          |           |

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CITY OF LAKE GENEVA  
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|------------------------------------|--------------|--------|--------------------------------|---------------|--------|----------|----------|
| 3026                               | 01/06/10     | 01     | PVC PIPING-ALLEY PROJECT       | 34-30-00-5862 |        | 01/26/10 | 190.42   |
|                                    |              |        | DOWNTOWN STREETSCAPE           |               |        |          |          |
|                                    |              |        | INVOICE TOTAL:                 |               |        |          | 190.42   |
| 328 S STONE RIDGE                  | 01/11/10     | 01     | 328 S STONE RIDGE-SEWER IMPACT | 45-00-00-2453 |        | 01/26/10 | 1,865.00 |
|                                    |              | 02     | 328 S STONE RIDGE-WATER IMPACT | 45-00-00-2452 |        |          | 1,690.00 |
|                                    |              |        | SEWER IMPACT FEES              |               |        |          |          |
|                                    |              |        | WATER IMPACT FEES              |               |        |          |          |
|                                    |              |        | INVOICE TOTAL:                 |               |        |          | 3,555.00 |
| 4.0472.00                          | 01/01/10     | 01     | W END LTR PK FOUNTAIN-4TH QTR  | 11-52-00-5227 |        | 01/26/10 | 587.38   |
|                                    |              |        | FOUNTAINS/STATUES-WATER/SE     |               |        |          |          |
|                                    |              |        | INVOICE TOTAL:                 |               |        |          | 587.38   |
| ZYUP 00126                         | 01/18/10     | 01     | CURTIS ST SANITARY SEWER ASSES | 11-00-00-1267 |        | 01/26/10 | 891.00   |
|                                    |              |        | SPEC ASSMTS REC-SS & L         |               |        |          |          |
|                                    |              |        | INVOICE TOTAL:                 |               |        |          | 891.00   |
|                                    |              |        | VENDOR TOTAL:                  |               |        |          | 5,223.80 |
| MAC                                |              |        | MACCARB                        |               |        |          |          |
| RI2163                             | 01/01/10     | 01     | CO2 RENTAL                     | 40-55-20-5350 |        | 01/26/10 | 5.00     |
|                                    |              |        | BLDG. MAINTENANCE SUPPLIES     |               |        |          |          |
|                                    |              |        | INVOICE TOTAL:                 |               |        |          | 5.00     |
|                                    |              |        | VENDOR TOTAL:                  |               |        |          | 5.00     |
| MARATHON MARATHON HYDRAULIC MOTORS |              |        |                                |               |        |          |          |
| 10004                              | 01/08/10     | 01     | REBUILD FLOW CYLINDERS/MOTOR   | 11-32-12-5220 |        | 01/26/10 | 599.00   |
|                                    |              |        | CONTRACT HAULING SERVICES      |               |        |          |          |
|                                    |              |        | INVOICE TOTAL:                 |               |        |          | 599.00   |
|                                    |              |        | VENDOR TOTAL:                  |               |        |          | 599.00   |

MARTIN MARTIN BUSINESS GROUP

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|---------------------------------------|--------------|--------|--------------------------------|---------------|--------|----------|----------|
| MARTIN MARTIN BUSINESS GROUP          |              |        |                                |               |        |          |          |
| 1077056                               | 12/30/09     | 01     | RICOH MP161 CONTR THRU 3/19/10 | 11-12-00-5221 |        | 01/26/10 | 72.60    |
|                                       |              |        | MUNICIPAL CT TELEPHONE         |               |        |          |          |
|                                       |              |        | INVOICE TOTAL:                 |               |        |          | 72.60    |
|                                       |              |        | VENDOR TOTAL:                  |               |        |          | 72.60    |
| MCCLELLAN MARK B. MCCLELLAN           |              |        |                                |               |        |          |          |
| 1123                                  | 12/01/09     | 01     | REPAIRS-TURF TIGER MOWER       | 11-52-00-5250 |        | 01/26/10 | 280.00   |
|                                       |              |        | EQUIPMENT REPAIR SERVICES      |               |        |          |          |
|                                       |              |        | INVOICE TOTAL:                 |               |        |          | 280.00   |
|                                       |              |        | VENDOR TOTAL:                  |               |        |          | 280.00   |
| NAPAR NAPA AUTO PARTS                 |              |        |                                |               |        |          |          |
| 164531                                | 01/07/10     | 01     | WINTER WIPER BLADES-TRK 27     | 11-32-10-5351 |        | 01/26/10 | 17.24    |
|                                       |              |        | EQUIP MAINT SUPPLIES-ST DE     |               |        |          |          |
|                                       |              |        | INVOICE TOTAL:                 |               |        |          | 17.24    |
|                                       |              |        | VENDOR TOTAL:                  |               |        |          | 17.24    |
| NATIONAL NATIONAL CITY PROCESSING CTR |              |        |                                |               |        |          |          |
| 0403-12/09A                           | 01/07/10     | 01     | 12/14 LAMINATOR POUCHES        | 11-14-30-5311 |        | 01/26/10 | 49.32    |
|                                       |              | 02     | 12/22 POLLWORKERS LUNCH        | 11-14-30-5190 |        |          | 58.45    |
|                                       |              | 03     | 12/30 WALL CHARGER, BATTERY    | 11-14-30-5399 |        |          | 33.25    |
|                                       |              |        | CITY CLERK MISCELLANEOUS E     |               |        |          |          |
|                                       |              |        | INVOICE TOTAL:                 |               |        |          | 141.02   |
| 1013-12/09A                           | 01/07/10     | 01     | 12/16 NEW PRINTER/FAX, INK     | 11-32-10-5350 |        | 01/26/10 | 459.46   |
|                                       |              | 02     | 12/18 FRONT SEAT-TRK 56        | 11-32-10-5250 |        |          | 250.00   |
|                                       |              | 03     | 12/22 TIMBER BIT, NUTS, BOLTS  | 11-32-13-5430 |        |          | 545.88   |
|                                       |              |        | TREE & BRUSH OPERATING SUP     |               |        |          |          |

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| NATIONAL NATIONAL CITY PROCESSING CTR |              |        |                             |   |        |                |           |
| 1013-12/09A                           | 01/07/10     | 04     | 12/30 PIZZA DONATION        | 11-32-10-5736<br>DONATION PURCHASES         |        | 01/26/10       | 84.80     |
|                                       |              |        |                             |   |        | INVOICE TOTAL: | 1,340.14  |
| 1013-12/10B                           | 01/07/10     | 01     | 2010 DUES-FOSTER            | 11-32-13-5410<br>TRAINING & SEMINARS        |        | 01/26/10       | 160.00    |
|                                       |              | 02     | WAA TRAINING SEMINAR-FOSTER | 11-32-13-5410<br>TRAINING & SEMINARS        |        | INVOICE TOTAL: | 160.00    |
|                                       |              |        |                             |   |        | VENDOR TOTAL:  | 320.00    |
| OAKHILL OAK HILL CEMETERY             |              |        |                             |   |        | VENDOR TOTAL:  | 1,801.16  |
| 1/10                                  | 01/01/10     | 01     | 1/10 PAYMENT                | 11-70-00-5750<br>CEMETERY-OPERATING CONTRIB |        | 01/26/10       | 13,333.33 |
|                                       |              |        |                             |   |        | INVOICE TOTAL: | 13,333.33 |
|                                       |              |        |                             |   |        | VENDOR TOTAL:  | 13,333.33 |
| OFFICE OFFICE DEPOY                   |              |        |                             |   |        |                |           |
| 502319697001                          | 12/30/09     | 01     | STAMP FOR PARKING STICKERS  | 42-34-50-5310<br>PARKING METERS OFFICE SUPP |        | 01/26/10       | 19.49     |
|                                       |              |        |                             |   |        | INVOICE TOTAL: | 19.49     |
| 503824744001                          | 01/08/10     | 01     | MECHANICAL PENCILS          | 11-15-40-5310<br>ASSESSOR OFFICE SUPPLIES   |        | 01/26/10       | 5.99      |
|                                       |              | 02     | DESKPAD                     | 42-34-50-5310<br>PARKING METERS OFFICE SUPP |        |                | 2.01      |
|                                       |              | 03     | MAIL STAMP                  | 11-14-30-5310<br>CITY CLERK OFFICE SUPPLIES |        |                | 22.51     |
|                                       |              |        |                             |   |        | INVOICE TOTAL: | 30.51     |
| 503845207001                          | 01/08/10     | 01     | WALL CALENDAR               | 11-15-10-5310<br>ACCTG & DP OFFICE SUPPLIES |        | 01/26/10       | 6.20      |
|                                       |              |        |                             |   |        | INVOICE TOTAL: | 6.20      |
|                                       |              |        |                             |   |        | VENDOR TOTAL:  | 56.20     |

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|--------------------------------------|----------|--------------|--------|------------------------------|---|--------|----------|-----------------------|
| PALMER PALMER COMPANY                |          |              |        |                              |   |        |          |                       |
| 121010-00                            |          | 01/06/10     | 01     | RECEPTACLES/LINERS           | 11-16-10-5350                               |        | 01/26/10 | 104.90                |
|                                      |          |              | 02     | DISCOUNT EARNED              | BDDG MAINT SUPPLIES-CITY H<br>11-00-00-4819 |        |          | -1.00                 |
|                                      |          |              |        |                              | DISCOUNTS EARNED                            |        |          | INVOICE TOTAL: 103.90 |
| 121087-00                            |          | 01/18/10     | 01     | SOAP DISPENSER, CLEANERS     | 11-16-10-5350                               |        | 01/26/10 | 149.41                |
|                                      |          |              | 02     | DISCOUNT EARNED              | BLDG MAINT SUPPLIES-CITY H<br>11-00-00-4819 |        |          | -1.44                 |
|                                      |          |              |        |                              | DISCOUNTS EARNED                            |        |          | INVOICE TOTAL: 147.97 |
|                                      |          |              |        |                              |   |        |          | VENDOR TOTAL: 251.87  |
| PATS PAT'S SERVICES INC.             |          |              |        |                              |   |        |          |                       |
| A-55077                              |          | 01/04/10     | 01     | 12/09 PORTABLE TOILET RENTAL | 11-52-00-5840                               |        | 01/26/10 | 70.00                 |
|                                      |          |              |        |                              | 4 SEASON NATURE PRESERVE                    |        |          | INVOICE TOTAL: 70.00  |
|                                      |          |              |        |                              |   |        |          | VENDOR TOTAL: 70.00   |
| PIASW PLUMBING INSP ASSOC OF SE WISC |          |              |        |                              |   |        |          |                       |
| 2010                                 |          | 01/01/10     | 01     | 2010 DUES                    | 11-24-00-5320                               |        | 01/26/10 | 40.00                 |
|                                      |          |              |        |                              | MEMBERSHIP DUES & FEES                      |        |          | INVOICE TOTAL: 40.00  |
|                                      |          |              |        |                              |   |        |          | VENDOR TOTAL: 40.00   |
| POLLI PEG POLLITT                    |          |              |        |                              |   |        |          |                       |
| REIMB                                |          | 01/16/10     | 01     | FILE FOLDERS                 | 11-15-10-5310                               |        | 01/26/10 | 51.66                 |
|                                      |          |              |        |                              | ACCTG & DP OFFICE SUPPLIES                  |        |          | INVOICE TOTAL: 51.66  |
|                                      |          |              |        |                              |   |        |          | VENDOR TOTAL: 51.66   |

R&R R&R INSURANCE SERVICES, INC.



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| STEVEN MARGARET STEVENSON            |              |        |                                |                            |        |          |                      |
| REIMB                                | 04/28/09     | 01     | DENTAL CLAIM                   | 11-10-20-5133              |        | 01/26/10 | 69.00                |
|                                      |              |        | HEALTH AND DENTAL CLAIMS       |                            |        |          | 69.00                |
|                                      |              |        |                                |                            |        |          | VENDOR TOTAL: 69.00  |
| T0000180 TEAM E-1, LLC               |              |        |                                |                            |        |          |                      |
| SIDEWALK                             | 12/16/09     | 01     | SIDEWALK REPL-620 LAKESHORE DR | 11-32-10-5270              |        | 01/26/10 | 420.00               |
|                                      |              |        | SIDEWALK REPAIRS               |                            |        |          | 420.00               |
|                                      |              |        |                                |                            |        |          | VENDOR TOTAL: 420.00 |
| T0000181 LINDA RADFORD               |              |        |                                |                            |        |          |                      |
| REFUND                               | 12/22/09     | 01     | TICKET #38697 PAID IN ERROR    | 42-34-50-4634              |        | 01/26/10 | 12.00                |
|                                      |              |        | PARKING METER TICKETS          |                            |        |          | 12.00                |
|                                      |              |        |                                |                            |        |          | VENDOR TOTAL: 12.00  |
| T0000183 JAY RUMPF                   |              |        |                                |                            |        |          |                      |
| REFUND                               | 01/16/10     | 01     | RIVIERA CANCELLATION-8/7/10    | 40-55-10-2353              |        | 01/26/10 | 1,000.00             |
|                                      |              | 02     | RIVIERA CANCELLATION-8/7/10    | SECURITY DEPOSITS-UPPER RI |        |          | -100.00              |
|                                      |              |        |                                | 40-55-10-4674              |        |          | 900.00               |
|                                      |              |        |                                | UPPER RIVIERA REVENUE      |        |          | 900.00               |
|                                      |              |        |                                |                            |        |          | VENDOR TOTAL: 900.00 |
| T0000185 FRONTIER FLOWERS OF FONTANA |              |        |                                |                            |        |          |                      |
|                                      | 12/30/09     | 01     | FLOWERS-J. SPECIAL FUNERAL     | 11-16-10-5399              |        | 01/26/10 | 32.00                |
|                                      |              |        | CITY HALL MISCELLANEOUS EX     |                            |        |          | 32.00                |
|                                      |              |        |                                |                            |        |          | VENDOR TOTAL: 32.00  |

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|-----------|--------------|--------|-------------------------------|---|--------|----------|-----------------------|
| REFUND    | 01/12/10     | 01     | RIVIERA SEC DEP REFUND-1/2/10 | 40-55-10-2353                               |        | 01/26/10 | 1,000.00              |
|           |              | 02     | RIVIERA SET UP-1/2/10         | SECURITY DEPOSITS-UPPER RI<br>40-55-10-4674 |        |          | -60.00                |
|           |              |        |                               | UPPER RIVIERA REVENUE                       |        |          |                       |
|           |              |        |                               |   |        |          | INVOICE TOTAL: 940.00 |
|           |              |        |                               |   |        |          | VENDOR TOTAL: 940.00  |
| USCELL    | 01/12/10     | 01     | HARBORMASTER CELL 1/12-2/11   | 40-55-10-5221                               |        | 01/26/10 | 7.59                  |
|           |              | 02     | MAYOR'S CELL 1/12-2/11        | TELEPHONE EXPENSE<br>11-16-10-5221          |        |          | 4.50                  |
|           |              | 03     | BLDG INSP CELL 1/12-2/11      | CITY HALL TELEPHONE EXPENS<br>11-24-00-5262 |        |          | 20.59                 |
|           |              | 05     | CITY ADMIN CELL 1/12-2/11     | COMMUNICATION SYSTEMS<br>11-16-10-5221      |        |          | 50.87                 |
|           |              | 06     | CITY CLERK CELL 1/12-2/11     | CITY HALL TELEPHONE EXPENS<br>11-16-10-5221 |        |          | 58.33                 |
|           |              | 07     | BEACH CELL 1/12-2/11          | CITY HALL TELEPHONE EXPENS<br>40-54-10-5221 |        |          | 4.50                  |
|           |              | 08     | PARKING MTR 1 CELL 1/12-2/11  | BEACH TELEPHONE<br>42-34-50-5221            |        |          | 4.75                  |
|           |              | 09     | PARKING MTR 2 CELL 1/12-2/11  | TELEPHONE EXPENSE<br>40-55-10-5221          |        |          | 5.16                  |
|           |              | 10     | CITY HALL CELL 1/12-2/11      | TELEPHONE EXPENSE<br>11-16-10-5221          |        |          | 8.51                  |
|           |              | 11     | CEMETERY CELL 1/12-2/11       | CITY HALL TELEPHONE EXPENS<br>11-00-00-1391 |        |          | 7.39                  |
|           |              |        |                               | A/R BILL OUTS                               |        |          |                       |
|           |              |        |                               |   |        |          | INVOICE TOTAL: 172.19 |
|           |              |        |                               |   |        |          | VENDOR TOTAL: 172.19  |

VANDE VANDERWALLE & ASSOCIATES, INC.  
 200912016 12/31/09 01 PLANNING-LG MANOR 11-00-00-1391 544.00  
 A/R BILL OUTS

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| VANDE        | VANDEWALLE & ASSOCIATES, INC. |        |                                |               |        |          |           |
| 200912016    | 12/31/09                      | 02     | PLANNING-WELLS ST MEDICAL CLIN | 11-00-00-1391 |        | 01/26/10 | 102.00    |
|              |                               |        | A/R BILL OUTF                  |               |        |          |           |
|              |                               | 03     | PLANNING-FTD #4 AMENDMENT      | 34-30-00-5214 |        |          | 1,587.50  |
|              |                               |        | TIF #4 ADMINISTRATIVE FEES     |               |        |          |           |
|              |                               |        | INVOICE TOTAL:                 |               |        |          | 2,233.50  |
|              |                               |        | VENDOR TOTAL:                  |               |        |          | 2,233.50  |
| WAAA0        | WISCONSIN ASSOCIATION OF      |        |                                |               |        |          |           |
| REGISTRATION | 01/20/10                      | 01     | 3/1-2/10 CLASSES               | 11-15-40-5332 |        | 01/26/10 | 130.00    |
|              |                               |        | ASSESSOR CONFERENCES & SCH     |               |        |          |           |
|              |                               |        | INVOICE TOTAL:                 |               |        |          | 130.00    |
|              |                               |        | VENDOR TOTAL:                  |               |        |          | 130.00    |
| WALCO        | WALWORTH COUNTY TREASURER     |        |                                |               |        |          |           |
| 64-246-12/09 | 01/07/10                      | 01     | COURT FINES-COUNTY-12/09       | 11-12-00-2420 |        | 01/26/10 | 812.50    |
|              |                               |        | COURT FINES-COUNTY             |               |        |          |           |
|              |                               |        | INVOICE TOTAL:                 |               |        |          | 812.50    |
|              |                               |        | VENDOR TOTAL:                  |               |        |          | 812.50    |
| WALCOP       | WALWORTH COUNTY PUBLIC WORKS  |        |                                |               |        |          |           |
| 1202 9026    | 12/31/09                      | 01     | SALT/SAND MIX                  | 11-32-12-5340 |        | 01/26/10 | 22,681.38 |
|              |                               |        | OPERATING SUPPLIES-SNOW &      |               |        |          |           |
|              |                               |        | INVOICE TOTAL:                 |               |        |          | 22,681.38 |
|              |                               |        | VENDOR TOTAL:                  |               |        |          | 22,681.38 |
| WARE         | WAREHOUSE DIRECT              |        |                                |               |        |          |           |
| 594546-0     | 01/13/10                      | 01     | RECEIPT BOOKS                  | 11-12-00-5310 |        | 01/26/10 | 161.94    |
|              |                               |        | MUNICIPAL CT OFFICE SUPPLI     |               |        |          |           |
|              |                               |        | INVOICE TOTAL:                 |               |        |          | 161.94    |
|              |                               |        | VENDOR TOTAL:                  |               |        |          | 161.94    |

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| WCMMA          | 01/03/10           | 01     | 2010 DUES                  | 11-14-20-5332              |        | 01/26/10 | 145.58   |
|                |                    |        |                            | CITY ADMIN. CONFR/SCHOOLS  |        |          |          |
| INVOICE TOTAL: |                    |        |                            |                            |        |          | 145.58   |
| VENDOR TOTAL:  |                    |        |                            |                            |        |          | 145.58   |
| WELD           | 12/31/09           | 01     | SMALL ACETYLENE            | 11-32-10-5340              |        | 01/26/10 | 5.65     |
|                |                    |        |                            | OPERATING SUPPLIES-STREET  |        |          |          |
| INVOICE TOTAL: |                    |        |                            |                            |        |          | 5.65     |
| VENDOR TOTAL:  |                    |        |                            |                            |        |          | 5.65     |
| WGFOA          | 12/30/09           | 01     | 2010 DUES                  | 11-15-10-5320              |        | 01/26/10 | 25.00    |
|                |                    |        |                            | ACCTG PROFESSIONAL DUES    |        |          |          |
| INVOICE TOTAL: |                    |        |                            |                            |        |          | 25.00    |
| VENDOR TOTAL:  |                    |        |                            |                            |        |          | 25.00    |
| WIDOTB         | 12/03/09           | 01     | WELLS ST BAL DUE           | 41-32-10-7020              |        | 01/26/10 | 314.31   |
|                |                    |        |                            | CTY H/WELLS ST REHAB       |        |          |          |
| INVOICE TOTAL: |                    |        |                            |                            |        |          | 314.31   |
| VENDOR TOTAL:  |                    |        |                            |                            |        |          | 314.31   |
| WIELEV         | 12/30/09           | 01     | ANNUAL ELEVATOR INSPECTION | 40-55-20-5360              |        | 01/26/10 | 90.00    |
|                |                    |        |                            | RIV MAINTENANCE SERVICE CO |        |          |          |
| INVOICE TOTAL: |                    |        |                            |                            |        |          | 90.00    |
| VENDOR TOTAL:  |                    |        |                            |                            |        |          | 90.00    |
| WISC           | STATE OF WISCONSIN |        |                            |                            |        |          |          |

DATE: 01/21/10  
TIME: 14:21:24  
ID: AP441000.MOW

CITY OF LAKE GENEVA  
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 01/26/2010

| INVOICE #           | INVOICE DATE               | ITEM # | DESCRIPTION                | ACCOUNT #     | P.O. # | DUE DATE | ITEM AMT   |
|---------------------|----------------------------|--------|----------------------------|---------------|--------|----------|------------|
| -----               |                            |        |                            |               |        |          |            |
| WISC                | STATE OF WISCONSIN         |        |                            |               |        |          |            |
| 64-246-12/09        | 01/07/10                   | 01     | COURT FINES-STATE-12/09    | 11-12-00-2424 |        | 01/26/10 | 3,726.98   |
|                     |                            |        | COURT FINES-STATE PORTION  |               |        |          |            |
|                     |                            |        | INVOICE TOTAL:             |               |        |          | 3,726.98   |
|                     |                            |        | VENDOR TOTAL:              |               |        |          | 3,726.98   |
| -----               |                            |        |                            |               |        |          |            |
| WMJA                | WISCONSIN MUNICIPAL JUDGES |        |                            |               |        |          |            |
| DUES                | 01/05/10                   | 01     | 2010 DUES                  | 11-12-00-5332 |        | 01/26/10 | 100.00     |
|                     |                            |        | MUN CT CONFERENCES & SCHOO |               |        |          |            |
|                     |                            |        | INVOICE TOTAL:             |               |        |          | 100.00     |
|                     |                            |        | VENDOR TOTAL:              |               |        |          | 100.00     |
| -----               |                            |        |                            |               |        |          |            |
| YMCA                | YMCA                       |        |                            |               |        |          |            |
| 1/10                | 01/01/10                   | 01     | 1/10 PAYMENT               | 11-70-00-5760 |        | 01/26/10 | 3,818.33   |
|                     |                            |        | YMCA-YOUTH ATHLETIC PROGRA |               |        |          |            |
|                     |                            |        | INVOICE TOTAL:             |               |        |          | 3,818.33   |
|                     |                            |        | VENDOR TOTAL:              |               |        |          | 3,818.33   |
| TOTAL ALL INVOICES: |                            |        |                            |               |        |          | 193,203.08 |