Lake Geneva City Hall
626 Geneva Street
Lake Geneva, WI 53147
(262) 248-3673

FINANCE, LICENSE & REGULATION COMMITTEE

MONDAY, AUGUST 23, 2010 - 6:00PM

COUNCIL CHAMBERS, CITY HALL

AGENDA

1. Call to Order
2. Roll Call
3. Approve Finance, License and Regulation Committee minutes of August 9, 2010 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. **ORDINANCES**
   1) First Reading of **Ordinance 10-11** amending Chapter 74 Traffic and Vehicles of the Lake Geneva Municipal Code, Restricted Parking for Compact Cars Only.
   2) First Reading of Ordinance 10-12 amending Chapter 50 Offenses and Miscellaneous Provisions of the Lake Geneva Municipal Code, Prohibited acts. (Smoking Ordinance)
6. **LICENSES & PERMITS**
   A. Schedule of Agent change for Carvetti's to Patrick Dufer, 1602 Smith Lane, Delavan WI 53115
   B. Original Operator License for Amanda Morales and JiaXin Fang
7. **Discussion/Recommendation on 2010 Street Maintenance Bid**
8. **Discussion/Recommendation on Crispell-Snyder Construction Services Proposal for 2010 Street Maintenance Contract**
9. **Discussion/Recommendation on Engineering Inspection Proposal, for Main Street Storm Tunnel**
10. **Discussion/Recommendation on Time Warner relocation cost, Seminary Park/Baker Street (Administrator Jordan)**
11. **Discussion/Recommendation on AT&T line burial costs, Seminary Park/Baker Street (Administrator Jordan)**
12. **Discussion/Recommendation on City of Lake Geneva Policy Manual Chapter 1, Financial Policies (Administrator Jordan).**
13. **Discussion on leasing slips on the City East Pier.**
14. **Discussion/Action on layout, zoning and disposition of property purchased from WE Energies.**
15. **Presentation of Accounts, Alderman Krause.**
    A. Purchase Orders.
    B. Prepaid Bills in the amount of $338.00
    C. Regular Bills in the amount of $330,269.16
16. Adjourn.

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

8/20/10 4:00PM

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

FINANCE, LICENSE & REGULATION COMMITTEE
MONDAY, AUGUST 9, 2010 - 6:00PM
COUNCIL CHAMBERS, CITY HALL

Meeting was called to order by Chairman Krause.

Marsala/Hartz motion to approve Finance, License and Regulation Committee minutes of July 26, 2010 as distributed. Unanimously carried.

Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda except for public hearing items. Comments will be limited to 5 minutes. None.

ORDINANCES

Second Reading of **Ordinance 10-10** for Direct Annexation by Unanimous consent of electors and property owners pursuant to Wis. Stats. 66.0217 (2) and temporary zoning of (NO) Neighborhood Office Zoning District, from the Town of Bloomfield, Walworth County, Wisconsin, filed by Larry G. and Christine March, P.O. Box 1092, Lake Geneva WI 53147 as the new owners of record of all the real property sought to be annexed and John Kriske, 2260 C.T.H. H, Lake Geneva WI 53147 as the sole Elector residing in such territory.
Hartz/Marsala motion to approve. Unanimously carried.

Consideration of **Ordinance 10-11** amending Chapter 74 Traffic and Vehicles of the Lake Geneva Municipal Code, Restricted Parking for Compact Cars Only. Administrator Jordan said this is for discussion only at this time. There are some challenges on Center Street; maybe we could word it that you have to stay in the lines vertically and horizontally. He asked the Committee to consider how they would like to go about doing it. We need to have City Attorney Draper here. Fesenmaier asked if the Police had comments on it; Jordan said they would appreciate anything that can be done. Alderman Marsala said you are forced to cross the center line to go around trucks sticking out. Alderman Krause said even on Main Street it is a problem. Hartz wondered if this would be a good topic for the Parking Commission to address. Jordan said it has been thrown back here because they don't meet as often and they thought we wanted this addressed sooner. Marsala suggested everyone look over parking in all areas in the next two weeks and come back with suggestions.

Consideration of **Ordinance 10-12** amending Chapter 50 Offenses and Miscellaneous Provisions of the Lake Geneva Municipal Code, Prohibited acts (Smoking Ordinance). Jordan said this is in response to the State passing a smoking ban. You can enforce it better if you have a local ordinance and in addition, fines would come to the City. Krause said this could be passed on to Council.

LICENSES & PERMITS

Street Use Permit application from Don Heise for Franklin Avenue Block Party September 11, 2010 from 12:00pm to 5:00pm.
Marsala/Fesenmaier motion to approve. Unanimously carried.

2010 – 2011 Operator Licenses as presented
Marsala/Krohn motion to approve. Unanimously carried.

Discussion/Recommendation on CD and CDARS renewals (Administrator Jordan)

Administrator Jordan explained the Comptroller called all the banks to get the rates and gave the following recommendation to approve investing $300,000 in a 12-month CD with Community Bank of Delavan; $58,000 in a 9-month CD with M&I Bank; $600,000 for 13 weeks in a CDARS with Community Bank of Delavan and $600,000 in a 52-week CDARS with the Community Bank of Delavan. These are insured.
Fesenmaier/Krohn motion to approve. Unanimously carried.

Discussion/Recommendation on an agreement to hire Diana Dykstra as an independent contractor to train and assist at $50/hour not to exceed $2,000.

Hartz/Fesenmaier motion to approve. Unanimously carried.

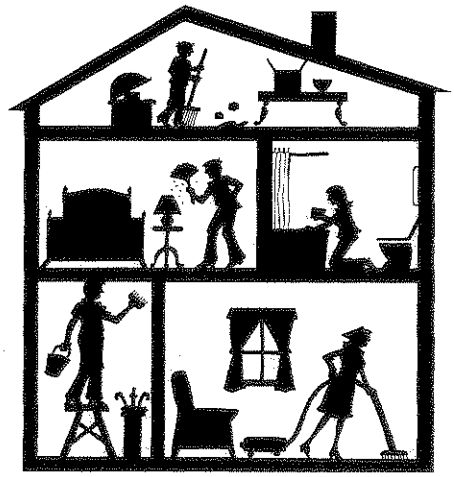
Consideration/Recommendation on Conant Street Water Main and Street Replacement Bids for Curb & Gutter Assessment and Street Maintenance Program Costs.
Jordan said this had been approved, but the bids came under what we had anticipated so they brought it back for information. No action taken.

Discussion of City of Lake Geneva Policy Manual Chapter 1, Financial Policies (Administrator Jordan).
Jordan said he would like this committee to look through this chapter and get back to the Ad Hoc Committee with any suggested changes to take to Council for the next meeting.

Presentation of Accounts, Alderman Krause.
Purchase Orders. None.
Marsala/Hartz motion to approve prepaid Bills in the amount of $11,566.18. Unanimously carried.
Marsala/Hartz motion to approve regular Bills in the amount of $416,876.55. Hartz emphasized that retention on most projects is a good assurance that you will receive payment. Discussion followed. Krause said he would look into some ideas on this. Unanimously carried.

Hartz/Marsala motion to adjourn at 6:35. Unanimously carried.

/s/ Artis Roenspies, Deputy City Clerk



2010 Walworth County Clean Sweep Household Hazardous Waste & Pharmaceutical Collection October 8 & 9

This program is dedicated to the collection and proper disposal of "household hazardous waste" and pharmaceuticals.

Services are available to Walworth County household residents, free-of-charge. Pre-registration is not required.

What is "household hazardous waste?"
It is the unwanted or unusable portion of a household product that contains volatile chemicals that are flammable, corrosive, explosive, reactive, toxic or radioactive. These products can be identified by looking at labels, which are marked ***CAUSTIC, ACID, DANGER, FLAMMABLE, WARNING***, or ***POISON***. Product examples are listed on back.

Pharmaceutical Collection Guidelines

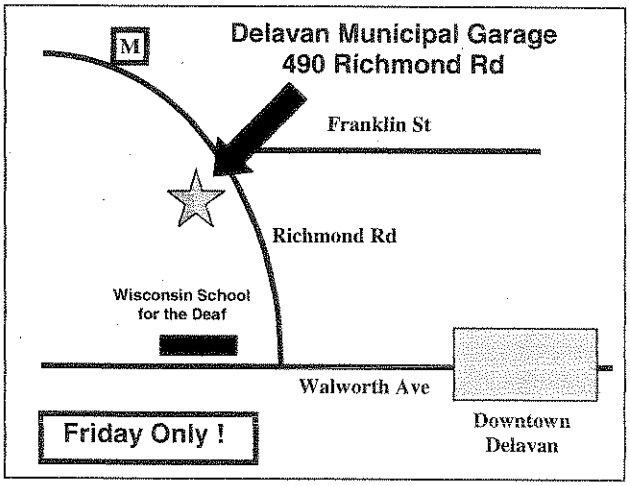
Clean Sweep will accept outdated or unwanted prescription drugs and over-the-counter items.

- ✓ Pharmaceuticals will be collected **ONLY** at the locations and times shown on this brochure.
- ✓ Household residents and farmers may bring items to either collection location free-of-charge and pre-registration is not required.
- ✓ Leave medications in their original containers. The patient's name may be crossed out.
- ✓ You will not have to provide your name – just the community where you live.

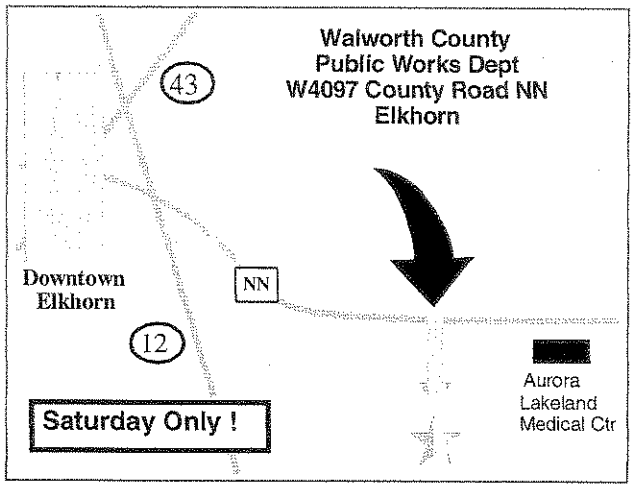
Items Accepted
- Pills & Capsules
- Syrups / Liquids
- Salves / Creams
- Inhalers
- Vet/Pet Meds

Items Not Accepted
- Radioactive Materials
- Sharps/Needles
- Oxygen Tanks
- Nebulizers

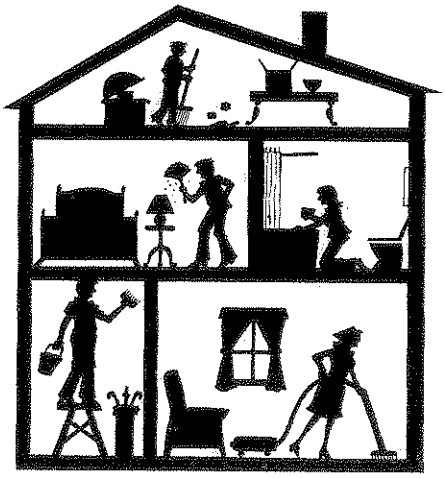
Collection Location #1
City of Delavan Municipal Garage
Open *ONLY* on Friday, October 8
From 3:00 p.m. to 6:00 p.m.



Collection Location #2
Walworth County Public Works Department
Open *ONLY* on Saturday, October 9
From 8:00 a.m. to Noon



For More Information Please Contact:
Walworth County Public Works Department
Solid Waste Division ☎ **(262) 741-3367**
By e-mail: walcosw@co.walworth.wi.us



2010 Walworth County Clean Sweep Household Hazardous Waste & Pharmaceutical Collection October 8 & 9

Examples of products that contain volatile chemicals are listed below. The unusable portion of these products should be brought to Clean Sweep. (If you are in doubt about a product, bring it to Clean Sweep!)

Automotive Products

- Motor Oil
- Brake fluid
- Old Fuels
- Carb Cleaner
- Vehicle Batteries
- Antifreeze
- Transmission fluid
- Power steering fluid
- Engine Cleaner

Home Products

- Mildew cleaner
- Silver polish
- Drain cleaner
- Fluorescent bulbs
- Mercury fever thermometers & thermostats
- Spot remover
- Dry cleaning fluid
- Pool chemicals
- Rechargeable batteries

Yard & Garden Products

- Herbicides
- Cyanide
- Weed-n-feed
- Fungicides
- Rodent bait
- Ketone
- Lindane
- Silvex
- Insecticides
- Stump remover
- Pest control fertilizer
- 2 4-D
- Arsenic
- Heptachlor
- DDT
- 2,4,5-T

Workshop Products

- Lacquer
- Mineral Spirits
- Turpentine
- Gun cleaning fluids
- Varnish
- Glues, adhesives
- Paint stripper
- Photo chemicals
- Tar or asphalt-based driveway sealer
- Oil-based paints or paints with additives

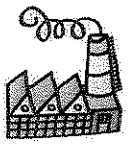
(Latex paint will not be accepted. See latex paint disposal directions below.)

Clean Sweep Cannot Accept These Items

- Ammunition / Explosives
- Alkaline batteries (place in trash)
- Compressed gas cylinders
- Computer Equipment
- Radioactive materials
- Tires
- Drain, toilet, oven, or window cleaner *(If the product is a liquid, use it up as intended. If it's a solid, place it in trash.)*
- Hardened petroleum-based products like seal coat *(If the product has hardened, you may place it in the trash, because the volatile compounds were released during the hardening process.)*
- Latex paint *(Latex is a water-based product and is not "hazardous." Air dry or solidify with kitty litter, oil-dry or other absorbent material. When it's hard and dry, Latex paint may be placed in the regular trash.)*

Product Handling and Transportation Guidelines

✓ Keep waste products in their original containers and do not mix substances together.
✓ Place products carefully in a cardboard box lined with plastic.
✓ Do not transport products in the passenger compartment of a vehicle. Place them in the trunk.



Is There a Clean Sweep for Businesses Institutions and Farms? Yes!

But pre-registration is required before materials can be accepted from these groups. For service locations and hours please call the Solid Waste Division at 262-741-3367.

Program Sponsors & Partners

- Aurora Pharmacy
- Town of Darien, Mallard Ridge Landfill Fund
- Walworth County Public Works Department
- City of Delavan
- Walworth County Sheriff's Office

Do you have any "special wastes" requiring disposal (i.e., mercury, PCBs, asbestos)?
☐ Yes ☐ No. If so, please indicate:

Size	Contents

Do you have any containers that are rusted, leaking or damaged? ☐ Yes ☐ No
If yes, please explain. (The waste hauler may pick up these materials.)

_____

_____

Do you have any unknown chemicals?
☐ Yes ☐ No. If so, how much:

_____

_____

Please select a drop off site (You may dispose of waste at either site):

Thursday, October 7

_____ Old Settlers Park (Racine County Fairgrounds), 9AM—Noon

Thursday, October 8

_____ Walworth County Public Works Department Complex, 9AM - Noon

Please specify a preferred drop off time:_____
We will try to honor preferred drop off times.

We occasionally receive request for mailing lists. Please check:
_____ Yes, you may give out my name.
_____ No, do not give out my name

Signature: _____

Thursday, October 7, 2010

Kenosha/Racine Counties Location
9AM—Noon
Old Settlers Park (Racine County Fairgrounds)
1/4 mile west of Hwy 45 on Hwy 11
Union Grove, WI

Friday, October 8, 2010

Walworth County Location
9AM—Noon
Walworth County Public Works Department Complex
W4097 County Road NN, Elkhorn, WI

There is **NO CHARGE** for this program if you are an *active farmer; nursery, orchard & greenhouse operator; or owner of agricultural land in Kenosha, Racine or Walworth Counties.*

Questions on the Agricultural Clean Sweep Program?

Rose Skora, Agriculture Educator
Kenosha/Racine UW-Extension
262-857-1945 or 262-886-8460
rose.skora@ces.uwex.edu

OR

Janet Cline
Walworth County Public Works, Solid Waste Division
262-741-3367

Kenosha, Racine & Walworth Counties

AGRICULTURAL CLEAN SWEEP

FREE

Collection & Disposal of Agricultural Chemical Waste

For Kenosha, Racine & Walworth County Farmers & Farm Owners

Thursday, October 7, 2010

&

Friday, October 8, 2010

Sponsored by:

Kenosha & Racine Counties University of Wisconsin-Extension

Walworth County Public Works

WI Dept of Agriculture, Trade and Consumer Protection

Town of Darien, Mallard Ridge Landfill Fund

Acceptable Materials:

- Unusable, unwanted, or damaged, agricultural chemicals.
- Registration canceled agricultural pesticides including DDT, chlordane, lead arsenate, etc.
- Waste antifreeze & motor oil.
- Vehicle batteries
- Other agricultural chemicals including: unusable animal medications and vaccines, teat wash, solvents, degreasers, rodent baits, paint additives, lead-based paints, etc.

Unacceptable Materials:

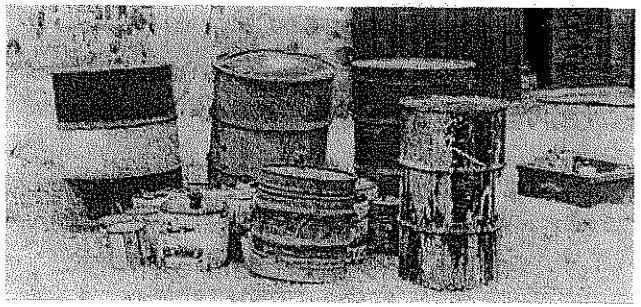
- Empty agricultural chemical containers
- Infectious or biological wastes
- Compressed gas cylinders
- Explosives, radioactive waste
- Freon
- Tires, latex paint
- Computers/Electronic Equipment
- Human Pharmaceuticals

Unknown Ag Chemicals:

Please list unknown materials when you register.

Who Can Participate:

Kenosha, Racine and Walworth County farmers, nursery, orchard and greenhouse operators, and owners of agricultural land.



University of Wisconsin-Extension, United States Department of Agriculture and Wisconsin counties cooperating. UW-Extension provides equal opportunities in employment and programming, including Title IX and ADA.

Steps to participate in the Agricultural Clean Sweep:

1. Check your barns, sheds, and storage facilities for hazardous waste and/or agricultural chemicals.
2. Estimate the total pounds of solid and/or gallons of liquid waste you want to dispose of.
3. **Pre-register** by mail or fax using the attached form. Send to:

Kenosha County UW-Extension
P O Box 550
19600 75th Street
Bristol, WI 53104
262-857-1998 (Fax)

Or

Walworth County Public Works
W4097 County Road NN
Elkhorn, WI 53121
262-741-3117 (Fax)

Pre-registration is mandatory due to limited grant funds for the program.

Registration Deadline: September 24th.

REGISTRATION FORM

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

Chemical Information

Number of gallons of liquid chemical for disposal: _____

Number of pounds of solid chemical for disposal: _____

If amounts are over 50 gallons or 500 pounds, please indicate:

Trade or chemical name:

_____

_____

_____

Do you have any 30 or 55-gallon drums (large containers) for disposal? ☐ Yes ☐ No

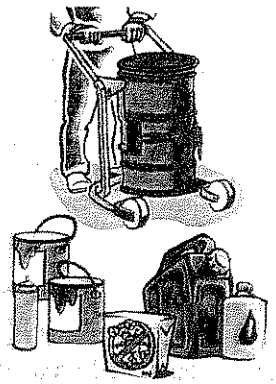
What is in each?

Drum #1: _____
Drum #2: _____
Drum #3: _____
Drum #4: _____

Are any of the drums ready to rupture or break? ☐ Yes ☐ No.

Do you have any cylinders (empty, partial or full) for disposal? ☐ Yes ☐ No

2010 Business Clean Sweep
Friday, October 8



Businesses Industries Schools
Municipalities & Other Service Providers

Do you have unwanted chemicals or products in your inventory? Do you have chemical wastes in your shop or storage area?

If you answered ***"yes"*** to either question, please consider participating in the Walworth County Business Clean Sweep Program scheduled Friday, October 8.

What is a Business Clean Sweep?

Business Clean Sweep is an economical, once-a-year opportunity for a business or institution to dispose of unwanted, unused, damaged, or banned chemicals or products considered "hazardous."

What types of products are "hazardous" & need to be disposed of at a Business Clean Sweep?

- Pesticides • Herbicides • Fertilizers
- Wood preservatives • Solvents • Adhesives
- Paint remover • Antifreeze • Fuels
- Aerosols • Lubricants • Cleaning Chemicals
- Degreasers • Contaminated Absorbents
- Oil/Lead-Based Paint Product Wastes
- Fluorescent & Other Mercury-Containing Bulbs
- Mercury Thermostats

Why participate in this program? Reduced costs, and more !

➢ Business Clean Sweep program participants pay for product disposal, but the cost is significantly less than contracting with a vendor for this service on an individual basis. (Not all chemical or product wastes are defined as "hazardous." If your items fit some other definition, the cost may be lower than expected.)

➢ DATCP provides a 50% disposal subsidy for agricultural pesticides brought to this program.

➢ Proper chemical disposal can keep a small problem from becoming a significant liability.

Who do I call if I need more information?

Please contact Janet Cline by phone at ☎ (262) 741-3367, or by e-mail at: jcline@co.walworth.wi.us

Who may use the Business Clean Sweep program?

Businesses, manufacturers, schools, municipalities, & service providers that generate small amounts of hazardous waste, and classify as a Very Small Quantity Generator (VSQG) according to DNR standards. In general, any business or institution that generates less than 2200 pounds of hazardous waste per year may use this program.

What should I do, if I'm interested? (Pre-registration is required for this program.)

❶ Complete the Pre-Registration / Chemical Inventory form on the back of this brochure.

❷ Fax or mail the completed form **by Friday, October 1** to Veolia ES Technical Solutions, the hazardous waste vendor contracted for Clean Sweep. Veolia will provide a **no obligation** disposal price quote. If you choose to participate, Veolia will forward additional paperwork for you to complete.

Is there a Clean Sweep for household residents & farmers?

Yes! Clean Sweep will collect hazardous waste items from Walworth County household residents and farmers on October 8 & 9. For service locations, hours, and program requirements please call (262) 741-3367.

Program Sponsor

The Business Clean Sweep program is sponsored by the Walworth County Public Works Department with assistance provided by the Wisconsin Department of Agriculture, Trade & Consumer Protection (DATCP).

2010 WALWORTH COUNTY BUSINESS CLEAN SWEEP

PRE-REGISTRATION / CHEMICAL INVENTORY FORM

This form must be faxed or mailed no later than Friday, October 1st.

Business/Generator Name:	
Mailing/Street Address:	
City, State, Zip Code:	
Contact Person(s):	**Telephone Number:**
County Where Business is Located:	**Fax Number:**

Please weigh materials (in their containers). A quote will be based on the weights listed.

Waste Name/ Description	Number of Containers	Container Size	TOTAL Volume (In pounds)
Sample: Diazinon	*3*	*1-gallon*	*24 pounds*

You may attach additional sheet(s) if needed.

Free technical assistance is available to help you complete this form by calling Grant Witte at 1-800-255-5092, Extension # 72640

Explosives and ordnance, radioactive materials, and infectious wastes cannot be accepted during this collection event. Please consult with Veolia about disposal of these items.

Fax completed form to Grant Witte at (262) 255-5794.

Or mail completed form to:
Veolia ES Technical Solutions, LLC
Attn: Grant Witte
W124 N9311 Boundary Road
Menomonee Falls, WI 53051

REGULAR CITY COUNCIL MEETING
MONDAY, AUGUST 9, 2010 – 7:00 PM
COUNCIL CHAMBERS, CITY HALL

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

Pledge of Allegiance led by Alderman Mott.

Roll Call. Present: Aldermen Mott, Marsala, Kehoe, Fesenmaier, Krohn, Tolar. Krause, Hartz. Also present: Administrator Jordan, City Attorney Draper, Deputy Clerk Roenspies.

Awards, Presentations, and Proclamations. None.

Re-consider business from previous meeting. None.

Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda, except for public hearing items. Comments will be limited to 5 minutes.
Carol Smith, 330 Oakwood Lane, President of the Geneva Art Association, explained that Art in the Park will be in Flat Iron Park this year and showed the two small signs they wish to put in Library Park, where the event previously was held, to direct people to Flat Iron Park.

Acknowledgement of Correspondence. None.

Approve Regular City Council Meeting minutes of July 26, 2010 as published and distributed.
Mott/Tolar motion to approve. Unanimously carried.

Approve Agreement for Professional Consulting Services for Sheridan Springs Road Traffic Signal with Crispell-Snyder, Inc. (Continued from 7/26/10 Council Meeting)
Tolar/Marsala motion to approve Agreement for Professional Consulting Services for Sheridan Springs Road Traffic Signal with Crispell-Snyder, Inc. Hartz expressed concern about some of the items not being itemized and asked for clarification; he would like a clear contract that identifies what we are paying for. Mott felt it sounded like quite of money for this project. Tolar said each application is different; it's not a simple stop and go light.
Krause/Marsala asked to suspend the rules to allow Susan Barker to speak. Unanimously carried. Barker said they will meet with the City, and you are only charged for actual time. It is difficult to estimate a cost until the bids are received. It is more reasonable to provide a proposal for construction. There is a lot of work that needs to be done for this such as field work to make sure there is no underground. Hartz wondered why Crispell Snyder can't provide an estimate. Barker said they could provide one for budgeting purposes and that they could provide a detailed listing of what it would cost to do the design of this intersection.
Hartz/Tolar motion for an amendment to add construction cost and staking estimate. Unanimously carried.
Mott/Fesenmaier motion for an amendment to break it out in detail for the design of the intersection. Unanimously carried.
Main motion with amendment, unanimously carried.

Finance, License and Regulation Committee Recommendations, Alderman Krause
ORDINANCES
Second Reading and approval of **Ordinance 10-10** for Direct Annexation by Unanimous consent of electors and property owners pursuant to Wis. Stats. 66.0217 (2) and temporary zoning of (NO) Neighborhood Office Zoning District, from the Town of Bloomfield, Walworth County, Wisconsin, filed by Larry G. and Christine March, P.O. Box 1092, Lake Geneva WI 53147 as the new owners of record of all the real property sought to be annexed and John Kriske, 2260 C.T.H. H, Lake Geneva WI 53147 as the sole Elector residing in such territory.
Krause/Hartz motion to approve and to instruct the Clerk to add designation of the aldermanic and supervisory districts. Unanimously carried.

Consideration of Ordinance 10-11 amending Chapter 74 Traffic and Vehicles of the Lake Geneva Municipal Code, Restricted Parking for Compact Cars Only.
Krause asked City Attorney to speak on this ordinance. Attorney Draper said this is based on Jefferson County as an example. The problem is to define what a compact car is. He brought this up for discussion and asks for more language. Mott detailed the area he had in mind. Jordan said he looked at it and said it is a larger area than a few spaces. After discussion, the Mayor suggested striking the first sentence and changing the second sentence to "it shall be a violation of this ordinance for any car larger than a compact car to be parked in any space designated as compact car only." We could then send it on to Parking or Public Works to bring back to Council with their recommendations.

Consideration of Ordinance 10-12 amending Chapter 50 Offenses and Miscellaneous Provisions of the Lake Geneva Municipal Code, Prohibited acts. (Smoking Ordinance).
Draper has looked at a number of municipalities on wording; he took the best language he could find, using the model given. The biggest problem is the definition of an enclosed space. The penalties he adopted are based on Whitewater's ordinance. We do have a no smoking ordinance in our book in which we need to make changes. Draper suggested adopting the Department of Commerce definition. Krause felt we need to very clearly define it. He also said the fines he has seen are significantly higher than what is suggested in this ordinance. Draper explained the state Statute defines the areas covered, primarily indoors. The consensus was to have Draper follow the Department of Commerce model. The police will need to enforce with forfeitures.

LICENSES & PERMITS
Street Use Permit application from Don Heise for Franklin Avenue Block Party September 11, 2010 from 12:00pm to 5:00pm. Krause/Marsala motion to approve. Unanimously carried.

Krause/Marsala motion to approve the seven 2010 – 2011 Operator Licenses as presented. Unanimously carried.

Discussion/action on CD and CDARS renewals as listed.
Krause/Mott motion to approve CD and CDARS renewals as listed. The Comptroller called all the banks for the rates and gave the following recommendation to approve investing $300,000 in a 12-month CD with Community Bank of Delavan; $58,000 in a 9-month CD with M&I Bank; $600,000 for 13 weeks in a CDARS with Community Bank of Delavan and $600,000 in a 52-week CDARS with the Community Bank of Delavan. Roll Call. Yes: Aldermen Mott, Marsala, Kehoe, Fesenmaier, Krohn, Tolar. Krause, Hartz. Unanimously carried.

Discussion/action on an agreement to hire Diana Dykstra as an independent contractor to train and assist at $50/hour not to exceed $2,000.
Krause/Marsala motion to approve with verbiage change in Article 2 from "until the City of Lake Geneva's City Clerk position is filled" to "until the City of Lake Geneva's City Clerk is fully6 trained." Roll Call. Yes: Aldermen Mott, Marsala, Kehoe, Fesenmaier, Krohn, Tolar, Krause, Hartz. Unanimously carried.

Discussion/action on Conant Street Water Main and Street Replacement Bids for Curb & Gutter Assessment and Street Maintenance Program Costs.
Jordan explained Council had already approved a range on this, and the bid came in under that range; but we did say we would bring it back to Council in case it was higher. This is informational so no action by Council is needed. Draper added the final hearing on this whole matter will be after all the construction costs are put together, then you'll have a final determination on what exactly the assessments are.

Board of Park Commissioners Recommendations, Alderman Fesenmaier
Request for the use of the City's Hillmoor Property to film a movie.
Fesenmaier explained Midway Films had applied to the Board of Park Commissioners to film with a small group on August 21 and August 26 from 5:00pm to 3:00am on the City's Hillmoor Property. The Board of Park Commissioners referred it to Council because Hillmoor is not included in the parks normally rented out. Jordan said they will provide a certificate of insurance for a million dollars.
Fesenmaier/Mott to approve use of the City portion of Hillmoor, August 21 and August 26, 2010, filming from 5:00pm-3:00am, conditional on payment of remaining fees, insurance documentation and review by the Police Department. Mott/Krause made a friendly amendment that the residents in the area be notified and the film company returns the property to the original condition they found it. Unanimously carried. Jordan added this will be very small and that he would check references.

Approval of Art in the Park signs in Library Park (Administrator Jordan)
Hartz/ Kehoe motion for approval of Art in the Park signs in Library Park, allowing two temporary signs with attached map, August 10-15, 2010 to advertize the move to Flat Iron Park after 30 years in Library Park. Unanimously carried.

Discussion of City of Lake Geneva Policy Manual 0.1 Communications Policy as recommended by the Personnel Committee (Administrator Jordan)
Jordan explained this is the first piece and is the format we will use to bring these updated policies and procedures. He suggested bringing it back to the next meeting. If there are any big changes, give him a call and they can make the changes before the next meeting.

Consideration of City of Lake Geneva Policy Manual Chapter 1, Financial Policies (Administrator Jordan).
This will be coming back to the August 23 meeting. Hartz wondered if items in italics signify changes. The Mayor said yes when in italics and underlined. Kehoe suggested an index. Fesenmaier said they do have a table of contents.

Presentation of Accounts, Alderman Krause.
Purchase Orders. None

Krause/Marsala to approve prepaid bills in the amount of $11,566.18. Roll Call. Aldermen Mott, Marsala, Kehoe, Fesenmaier, Krohn, Tolar. Krause, Hartz. Unanimously carried.

Krause/Tolar motion to approve regular Bills in the amount of $416,876.55. Roll Call. Yes: Aldermen Mott, Marsala, Kehoe, Fesenmaier, Krohn, Tolar. Krause, Hartz. Unanimously carried.

Appointments to Committees, Commission & Boards by Mayor Connors. None.

Krause/Marsala motion to go into closed session pursuant to Wis. Stat. 19.85(1)(g) to confer with legal counsel who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation which it is or is likely to become involved in Re: The Incorporation of the Town of Bloomfield; and pursuant to Wis. Stat. 19.85(1)(c) considering employment, promotion, compensation or performance evaluation data over which the governmental body has jurisdiction or exercises responsibility regarding (Diana Dykstra) and (a potential candidate) for City Clerk position, and pursuant to Wis. Stat. 19.85(1)(e) for competitive bargaining reasons for the union negotiations updates (Administrator Jordan). Roll call. Yes: Aldermen Mott, Marsala, Kehoe, Fesenmaier, Krohn, Tolar. Krause, Hartz. Unanimously carried. (Deputy Clerk Roenspies left the meeting at 9:30pm before union negotiations were discussed.)

Krause/Mott motion to return to open session pursuant to Wisconsin Statutes 19.85(2) and take action on any items discussed in closed session." Roll Call. Yes: Aldermen Mott, Marsala, Kehoe, Fesenmaier, Krohn, Tolar, Krause, Hartz. Unanimously carried.

Hartz/Marsala motion to offer Jeremy Reale the position of City Clerk at $50,000 per annum with the standard benefit package, starting August 30, 2010, subject to the full background and reference checks, and to direct the City Attorney to draft an employment contract. Roll Call. Yes: Aldermen Mott, Marsala, Kehoe, Fesenmaier, Krohn, Tolar. Krause, Hartz. Unanimously carried.

Hartz/Marsala motion to allow Diana Dykstra to convert eight sick days to eight paid vacation days. Roll Call. Yes: Aldermen Mott, Marsala, Kehoe, Tolar. Krause, Hartz. No: Fesenmaier, Krohn. Motion carried 6-2.

Krause/Marsala motion for adjournment at 10:40pm. Unanimously carried.

/s/ Artis Roenspies, Deputy Clerk

AN ORDINANCE AMENDING CHAPTER 74 TRAFFIC AND VEHICLES OF THE LAKE GENEVA MUNICIPAL CODE

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

ORDINANCE NO. 10-11

The following portion of Chapter 74 of the Lake Geneva Code (**TRAFFIC AND VEHICLES**) is hereby amended to create the following:

Sec. 74-67. RESTRICTED PARKING FOR COMPACT CARS ONLY.

(1) The first four parking spaces on _____ Street immediately North of Main Street shall be designated as parking for compact cars only. It shall be a violation of this ordinance for any car larger than a compact car to be parked in those spaces.

(2) "Compact Cars" are defined as those vehicles designated as "small cars" under the category "Market Class" at www.fueleconomy.gov, a site maintained by the U.S. Department of energy and U.S. Environmental Protection Agency.

(3) Any person who shall violate this ordinance may stipulate his guilt or nolo contendere and pay a forfeiture of $25.00 within 5 days of such violation. If this $25.00 is not paid within five days of the time of the citation, the forfeiture is increased to $50.00.

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

Adopted, passed, and approved by the Common Council of the City of Lake Geneva, Walworth
County, Wisconsin, this _____day of _____, 2010.

_____
JAMES R. CONNORS, Mayor

Attest:_____
, City Clerk

First Reading:
Second Reading:
Adoption:
Published:

AN ORDINANCE AMENDING CHAPTER 50 OFFENSES AND MISCELLANEOUS PROVISIONS OF THE LAKE GENEVA MUNICIPAL CODE

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

ORDINANCE NO. 10-12

The following portion of Chapter 50 of the Lake Geneva Code (**OFFENSES AND MISCELLANEOUS PROVISIONS**) is hereby amended to create the following:

Sec. 50-122. Prohibited acts. (Is amended to read as follows:)

The statutory provisions describing and defining regulations with respect to indoor smoking contained in Section 101.123 of the Wisconsin Statutes, known as the Clean Indoor Air Act, exclusive of any provisions therein relating to the penalties to be imposed or the punishment for violation of such statutes, are hereby adopted and by reference made a part of this Section as if fully set forth herein. Any act required to be performed or prohibited by Wis. Stats. 101.123 and incorporated herein by reference is required or prohibited by this Section.

Sec.50-123. Penalty for violation of article. (Is amended to read as follows:)

The penalty for violation of Wis. Stats. 101.123(2), relating to an individual smoking in a prohibited area, shall be a forfeiture of $25 for the first violation and $50 for each violation there- after. The penalty for violation of Wis. Stats. 101.123(2m), relating to responsibility of persons in charge allowing smoking in violation of law, shall be a forfeiture of $50 for the first violation and $100 for each violation thereafter.

Sec. 50-125. Severability. (Is hereby added to provide as follows:)

The several sections of this ordiance are declared to be severable. If any section shall be declared by decision of a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of other portions of the ordinance.

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

Adopted, passed, and approved by the Common Council of the City of Lake Geneva, Walworth County, Wisconsin, this _____day of _____, 2010.

_____
JAMES R. CONNORS, Mayor

Attest:_____
, City Clerk

First Reading:
Second Reading:
Adoption:
Published:

SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: ☐ Town ☐ Village ☒ City of LAKE GENEVA County of WALWORTH

The undersigned duly authorized officer(s)/members/managers of Samson Enterprises, LLC
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Carvetti's
(trade name)

located at 642 W. Main St. Lake Geneva, WI 53147

appoints Patrick Dufer
(name of appointed agent)

1602 Smith Ln. Delavan, WI 53115
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

☒ Yes ☐ No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

214 W. Whitewater St. Whitewater, WI 53190 Hawks West Bar & Grill

Is applicant agent subject to completion of the responsible beverage server training course? ☒ Yes ☐ No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 35 years

Place of residence last year same

For: Carvetti's
(name of corporation/organization/limited liability company)

By: [signature] Mgr.
(signature of Officer/Member/Manager)

And: [signature]
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, Patrick J. Dufer, hereby accept this appointment as agent for the
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[signature] 08/06/10 Agent's age 35
(signature of agent) (date)

1602 Smith Ln. Delavan, WI 53115 Date of birth 00/01/1975
(home address of agent)

APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
(Clerk cannot sign on behalf of Municipal Official)

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on 8/18/10 by [signature] Title Police Chief
(date) (signature of proper local official) (town chair, village president, police chief)

City of Lake Geneva

Date: 8/20/2010
Time: 2:31 PM
Page: 1

Operator's Regular

License No	Customer	Address			Total
2010 238	Amanda J. Morales	130 Pearson Drive	Lake Geneva, WI 5		30.00
	Employer: The Next Door Pub	DCR Restaurant Group, LLC	411 Interchange N.	Lake Geneva, WI 53147	
2010 239	JiaXin Fang	616 Wisconsin Street	Lake Geneva, WI 5		30.00
	Employer: Ying Ying Restaurant	526 S. Wells Street	Lake Geneva, WI 53147		

Operator's Regular **Count:** 2 **Totals for this Type:** 60.00

August 11, 2010

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

Attn: Mr. Dan Winkler
Director of Public Works

Re: Letter of Recommendation
2010 Street Improvement Program
Project No. R10-0014-101

Dear Dan,

In accordance with your Official Notice to Bidders, sealed bids for the above referenced project were received until 10:00 a.m. on August 11, 2010, at City Hall and were publicly opened and read aloud. A copy of the bid tabulation is enclosed for your reference.

A total of two (2) bids were received for this project. The low bid was submitted by Payne & Dolan, Inc. of Kenosha, Wisconsin, in the amount of $580,284.85. The second bid was submitted by B. R. Amon & Sons, Inc. of Elkhorn, Wisconsin, in the amount of $816,336.80.

Alternate bids were accepted for construction of concrete intersection and approaches at the Main/Center Street and Main/Broad Street intersections. The low bid submitted by Payne & Dolan, Inc. for the total street program including concrete intersections with asphalt approaches at the above locations is $712,902.35. The low bid for the total street program including concrete intersections with concrete approaches is $845,644.05.

We have reviewed the bids and in our opinion, Payne & Dolan, Inc. is the lowest responsive and responsible bidder. Therefore, it is our recommendation that the City award this project to Payne & Dolan, Inc. in the amount of $580,284.85 for the base bid. If you prefer the concrete intersections with asphalt approaches, we recommend that you award the base bid plus Alternate A with a quantity extrapolation to reflect a total award amount of $712,902.35.

Following formal award by the City, our office will prepare the necessary documents for execution by the City and the Contractor.

Please contact us if you have any questions regarding this project.

Sincerely,

CRISPELL-SNYDER, INC.

Susan C. Barker, P.E.
Senior Project Manager

/pat

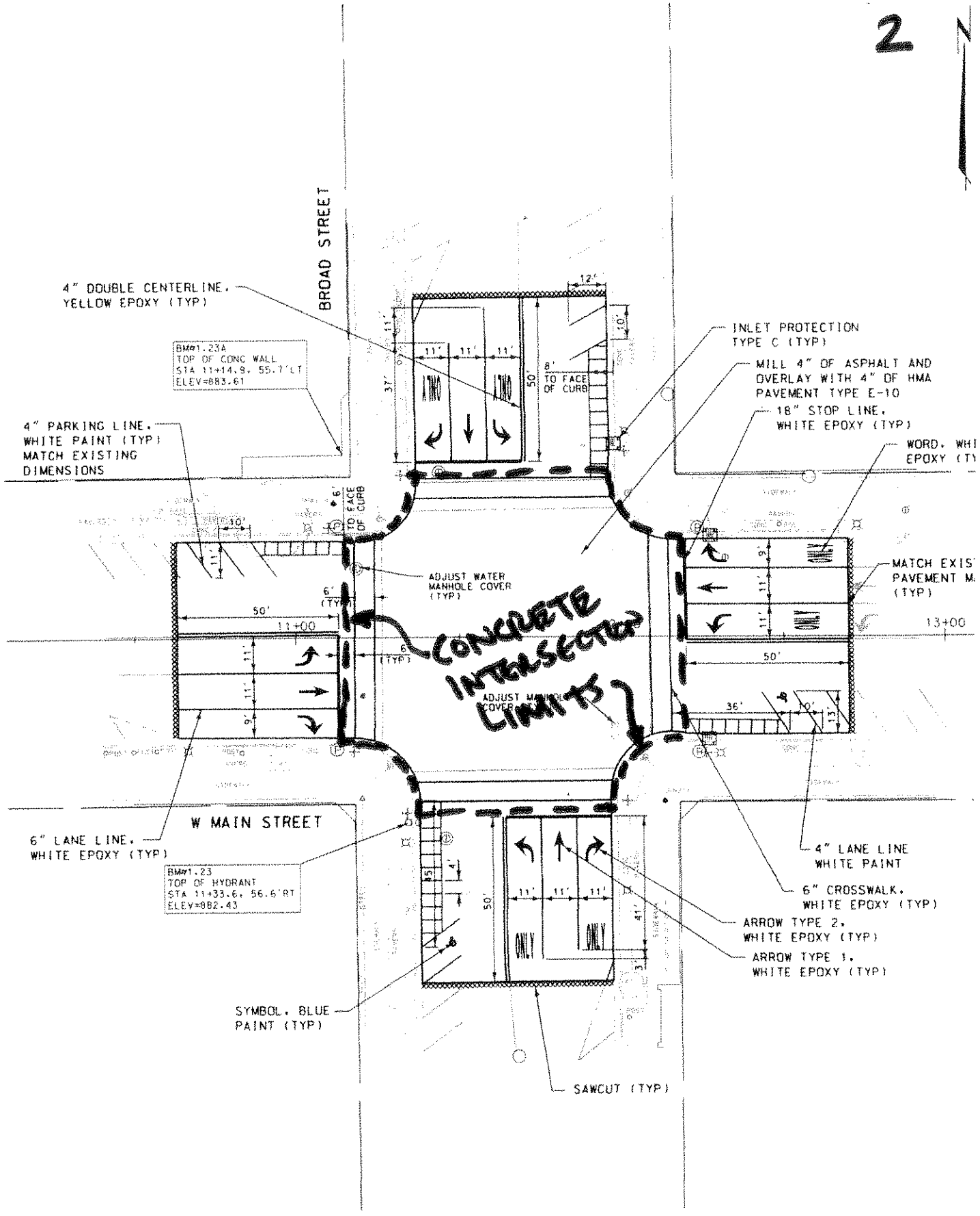
Encl: As Noted

cc: Dennis Jordan, Administrator

REVISION/PLOT DATE

Sh102_Plan.dgn 1/22/2010

2



NO.	REVISIONS	BY	DATE

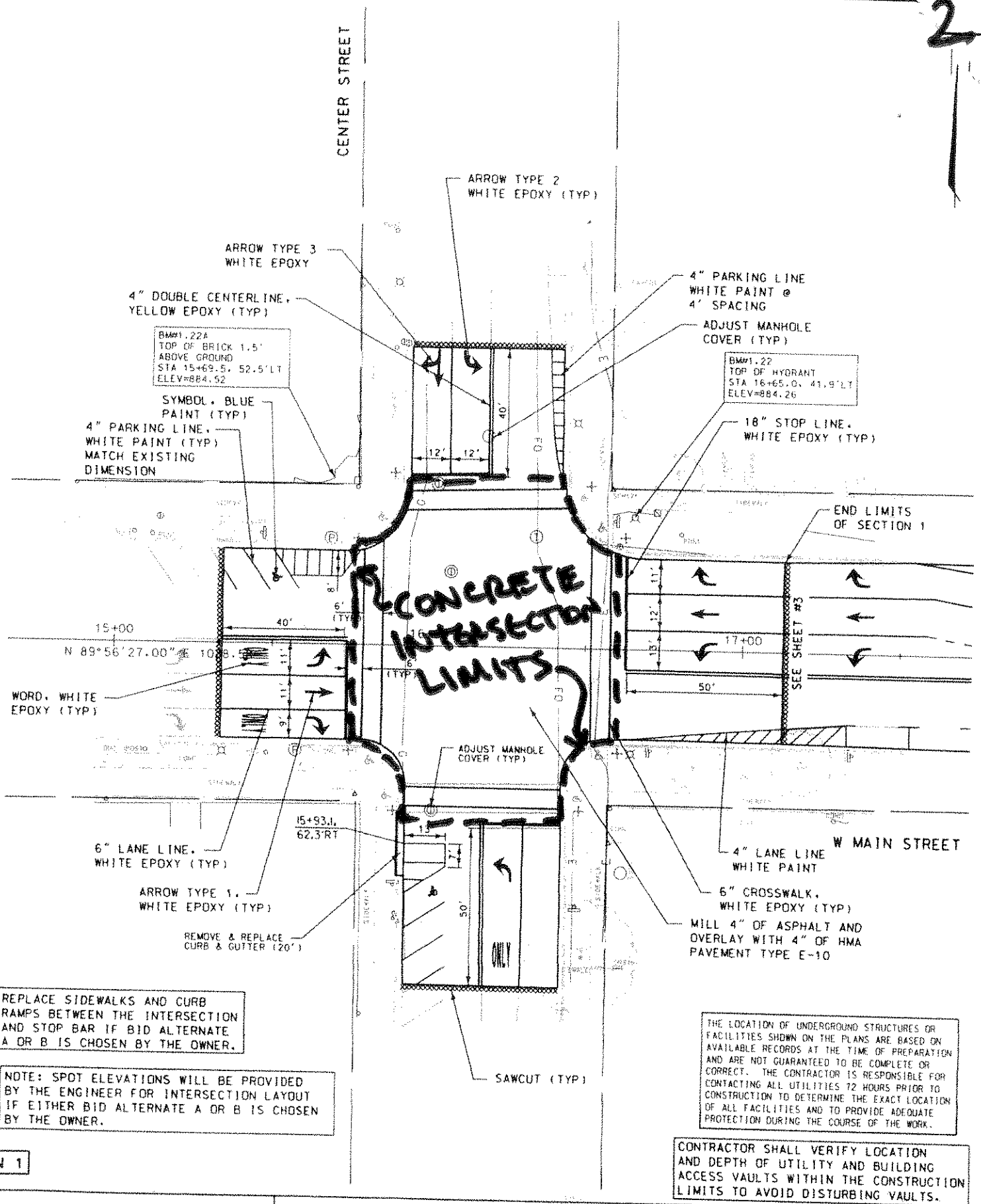
VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING.
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DRAWN BY: PRELIM BJG FINAL BJG
DESIGNED BY N.DAMRO
CHECKED BY S.BARKER
DATE JULY.2010
SCALE HORZ: 1"=20'

REVISED TO CONFORM TO CONSTRUCTION RECORDS
DATE BY

CS

2



REPLACE SIDEWALKS AND CURB RAMPS BETWEEN THE INTERSECTION AND STOP BAR IF BID ALTERNATE A OR B IS CHOSEN BY THE OWNER.

NOTE: SPOT ELEVATIONS WILL BE PROVIDED BY THE ENGINEER FOR INTERSECTION LAYOUT IF EITHER BID ALTERNATE A OR B IS CHOSEN BY THE OWNER.

THE LOCATION OF UNDERGROUND STRUCTURES OR FACILITIES SHOWN ON THE PLANS ARE BASED ON AVAILABLE RECORDS AT THE TIME OF PREPARATION AND ARE NOT GUARANTEED TO BE COMPLETE OR CORRECT. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING ALL UTILITIES 72 HOURS PRIOR TO CONSTRUCTION TO DETERMINE THE EXACT LOCATION OF ALL FACILITIES AND TO PROVIDE ADEQUATE PROTECTION DURING THE COURSE OF THE WORK.

CONTRACTOR SHALL VERIFY LOCATION AND DEPTH OF UTILITY AND BUILDING ACCESS VAULTS WITHIN THE CONSTRUCTION LIMITS TO AVOID DISTURBING VAULTS.

ON 1

RELEASED FOR CONSTRUCTION 07/22/10

SPELL-SNYDER, INC.
PROFESSIONAL CONSULTANTS
(262)548-5600 Madison (608)244-6277 Milwaukee Regional (262)250-8000
Racine (262)554-8530 Fox Valley (715)752-4620

2010 STREET IMPROVEMENT PROGRAM
CITY OF LAKE GENEVA
WALWORTH COUNTY, WISCONSIN

PROJECT NO. R10-0014-101
SHEET NO. 2 OF 8
FILE NO. F-27771

CRISPELL-SNYDER, INC.
PROFESSIONAL CONSULTANTS

3

August 11, 2010

City of Lake Geneva
361 Main Street
Lake Geneva, WI 53147

Attn: Mr. Dennis Jordan
Administrator

Re: Professional Construction Related Services
2010 Street Improvement Program

Dear Mr. Jordan:

Two copies of our proposed professional construction related services agreement are enclosed for your review. If the agreement is acceptable, please sign and return one copy as our authorization to proceed.

If you have any questions, please do not hesitate to contact me at our Lake Geneva office.

Sincerely,

CRISPELL-SNYDER, INC.

Paul S. Schafer, P.E.
Associate

Encl: As Noted

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

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

Madison
2801 Crossroads Dr.
Suite 2000
Madison, WI 53718
608.244.6277
FAX 608.249.6615

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

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

AGREEMENT FOR
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
FOR
2010 STREET IMPROVEMENT PROGRAM
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 2010 Street Improvement Program, 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 approximately 24,500 square yards of milling, 6,150 tons of HMA pavement, 2,000 tons of asphalt, 17,000 linear feet of pavement marking with the possibility for 4,350 square yards of concrete pavement and 650 square feet of brick pavers.

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. CONSTRUCTION STAKING

1. Perform construction staking services.

2. Perform a post-construction as-built survey.

C. 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. Perform a final inspection of completed contract before a final application for payment is processed for the contractor.

ARTICLE III - COMPENSATION

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

The fees are based on what Alternates in the construction contract the City awards and will correlate to either the base bid or one of the Alternates.

The estimated fee is:

Base Bid:

A.	Construction Related Services (Items 1- 3)	$9,800 (Hourly Basis)
B.	Construction Staking Services (Items 1 - 2)	$2,900 (Hourly Basis)
C.	Construction Inspection Services (Items 1 - 3)	$15,200 (Hourly Basis)

Alternate A.

A.	Construction Related Services	$13,100 (Hourly Basis)
B.	Construction Staking Services	$10,800 (Hourly Basis)
C.	Construction Inspection Services	$24.200 (Hourly Basis)

Alternate B.

A.	Construction Related Services	$16,000 (Hourly Basis)
B.	Construction Staking Services	$14,200 (Hourly Basis)
C.	Construction Inspection Services	$30,800 (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.

Daniel F. Snyder 8-11-10

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

8/11/10

Paul S. Schafer, P.E. Date
Associate

CITY OF LAKE GENEVA

James R. Conner Date
Mayor

Artis Roenspies Date
Interim 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 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 emissions, 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.

WESTBROOK
Associated Engineers, Inc.

619 East Hoxie Street | P.O. Box 429 | Spring Green, WI 53588
P: (608) 588-7866 | F: (608) 588-7954 | www.westbrookeng.com

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CONTRACT FOR ENGINEERING SERVICES

This contract for Engineering Services ("Agreement") is made and entered into between:

WESTBROOK ASSOCIATED ENGINEERS, INC.

of 619 East Hoxie Street, Spring Green, Wisconsin 53588, hereinafter referred to as "Westbrook" and:

Client: Crispell-Snyder, Inc.
Address: PO Box 5500
700 Geneva Parkway
Lake Geneva, WI 5314

hereinafter referred to as the "Client," in connection with the following:

1. Project Title: STH 50 / Main Street Culvert Inspection

2. Project Description: Inspection & Report of culvert on STH 50 / Main Street over the White River.

3. Scope of Services: See Exhibit A

4. Schedule for Services: At the direction of client.

5. Cost: Actual cost not to exceed $3,128.00. See Exhibit B for billing rates.

Westbrook agrees to provide and perform the services set forth above in compliance with the general and special conditions of this Agreement. Client agrees to timely pay Westbrook for completed services and comply with the general and special conditions of this Agreement. This Agreement consists of the front and back of this document and any attached exhibits, Exhibits A & B.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

WESTBROOK ASSOCIATED ENGINEERS, INC.	**CLIENT**
By: Andrew Knutson Andrew C. Knutson, P.E., S.E.	By:
Title: Vice-President	Title:
Date: 8/6/10	Date:

WESTBROOK
Associated Engineers, Inc.

EXHIBIT A
Scope of Services

Culvert Inspection
STH 50 / Main Street
Over the White River
Lake Geneva, WI

Westbrook Associated Engineers, Inc. (WAE) will provide the following engineering services to Crispell-Snyder (Client):

1. Routine bridge inspection of culvert structure on STH 50 / Main Street over the White River (main channel). The inspector will make observations and/or measurements needed to determine the physical and functional condition of the structure.

   Access will be gained from the outlet end and the inspection will continue upstream within the structure as far as can be waded. It is anticipated that portion/s of the structure will not be able to be waded. For these regions, a high intensity light will be used to visually probe as far as possible, with pertinent photos taken of these regions as well.

2. Due to the confined nature of the structure, the inspection will be performed by a two-person team. It is anticipated that a rope will be utilized to aid the inspectors in resisting the river current.

3. Prepare a brief (one- or two-page) report with a summary of findings and recommendations with photos attached.

4. Client/Owner to provide the following:
   - Access to manholes as may be required.
   - Traffic control, if required.
   - Clearing inlet debris will aid inspection of that end of the culvert.
   - To maintain safety during the inspection, the White River level will be reduced to a water depth of no greater than 2 ft.

6. PERFORMANCE OF SERVICES. Westbrook shall perform for or furnish Client professional engineering and related services in all phases of the Project to which this Agreement applies. Westbrook may employ such consultants as Westbrook deems necessary to assist in the performance or furnishing of professional engineering and related services under this Agreement.

7. OWNERSHIP AND USE OF DOCUMENTS. The drawings, specifications and other documents prepared or furnished by Westbrook shall become the property of Client upon receipt of payment for services rendered under this Agreement. Drawings, specifications and other documents furnished by Westbrook, shall not be used by the Client on other projects or for additions to this project, except by written agreement relating to the use, liability and compensation.

8. SAMPLES. All samples of materials for testing will be made readily available to Westbrook at no cost. Samples of materials which remain after testing by Westbrook will be disposed of by Westbrook unless otherwise directed in writing by Client.

9. TIME. Westbrook shall provide the services hereunder as expeditiously as is consistent with reasonable skill and care and shall complete the services in the time specified in Paragraph 4 of this Agreement.

10. PAYMENT. Client shall pay Westbrook for services performed or furnished in accordance with Paragraph 5 of this Agreement. Invoices for services will be prepared in accordance with Westbrook's standard invoicing practices and will be submitted to Client at least monthly. Invoices are due and payable on receipt.

11. LATE PAYMENT AND COLLECTION CHARGES. Client agrees to pay interest at a rate of 1.5% per month (18% per annum) on all amounts of any nature due hereunder, not paid within thirty (30) days after becoming due. Client agrees to pay all costs of collection, including reasonable attorneys' fees and court costs.

12. WARRANTY. Westbrook warrants that it will use sound engineering principles in the performance of the services hereunder and that it will apply such skill, care, judgment and supervision ordinarily used by the engineering profession practicing under similar conditions at the same time and in the same locality. THE WARRANTIES CONTAINED IN THIS PARAGRAPH ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED.

13. DELAYS. Westbrook shall not be liable to Client for delay in completion of the services hereunder if the delay is due to acts or occurrences which Westbrook could not reasonably foresee and prevent, including but not limited to, acts of God, war, act of government, fire, flood, strike by other than its own employees, or sabotage. In case of such delay, the time of performance shall be extended for a period equal to the time lost be reason of the delay. Westbrook shall give notice of any such delay within three (3) working days, after learning of the delay or that a delay is imminent.

14. TERMINATION OF AGREEMENT. This Agreement may be terminated by either party upon ten (10) working days' written notice should the other party fail to substantially perform in accordance with the terms of this Agreement through no fault of the party initiating the termination and fail to cure the default within said period. Any notice given pursuant to this paragraph shall specify the nature of the default. In the event of termination not the fault of Westbrook, Westbrook shall be compensated for services performed to termination date and Termination Expenses. Termination Expenses are expenses directly attributable to termination, including a reasonable amount of overhead and profit, for which Westbrook is not otherwise compensated.

15 SAFETY AND INSPECTIONS. It is understood that employees of Westbrook shall not be required to perform any tests or make any inspections for which such employees are not legally permitted to perform or make. Westbrook shall have no responsibility for loss prevention, safety programs or safety policies. Client shall be responsible for all appropriate safety measures pertaining to the Project, including posting appropriate warnings and notices, erecting safety barriers, and establishing proper notice procedures to protect persons and property at the Project from injury, loss or damage.

16. INDEMNIFICATION OF WESTBROOK. To the fullest extent permitted by law, Client shall indemnify, hold harmless and defend Westbrook, Westbrook's officers, directors, partners, employees and agents from and against any and all loss, liabilities, causes of action, claims, costs, damages, attorneys' fees or judgments pertaining to the performance of the services hereunder, and involving personal injuries to, or death of all persons, whether employed by Westbrook or otherwise, and for damage or injuries to any property whether belonging to Westbrook, Client or others, which is caused in whole or in part by the negligent acts or omissions of Client, or any of Client's officers, directors, partners, employees, agents or consultants, regardless of whether or not it is caused in part by a party indemnified hereunder. To the fullest extent permitted by law, Westbrook's liability under this Agreement shall not exceed Westbrook's total compensation actually received under this Agreement.

17. INSURANCE. Westbrook shall procure and maintain at all times during the performance of its services hereunder, and at its own expense, the following: (a) statutorily required Workers' Compensation Insurance; (b) General Liability Insurance covering claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property, other than to work at the Project site, including loss of use resulting therefrom; and, (c) statutorily required Automotive Liability Insurance covering owned, non-owned and hired automotive equipment. Insurance certificates will be furnished upon request. If the Client requires additional insured status, Westbrook will, at the Client's expense, procure this additional coverage.

18. COMPLIANCE WITH LAWS. Westbrook agrees to comply with federal, state and local laws, ordinances and regulations applicable to the services provided by Westbrook under this Agreement.

19. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on successors, assigns and legal representatives of any persons in privity with the Client or Westbrook. Neither this contract nor any interest herein, or claim hereunder, shall be assigned by either party without written consent of the other.

20. COMPLETE AGREEMENT. This Agreement represents the entire agreement between the parties. There are no representations, agreements, undertakings, terms or provisions between the parties with respect to the contract work. All modifications or amendments to this Agreement must be in writing and signed by both parties.

21. NOTICES. Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page of this Agreement and given personally, by certified mail, return receipt requested, or by facsimile and United States First Class Mail. All notices shall be effective upon the date of receipt.

22. CONTROLLING LAW. This Agreement is to be governed by the laws of the State of Wisconsin.

23. ATTORNEYS' FEES. In the event that legal action is instituted by either party to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

24. TITLES. Paragraph titles herein are for convenience and shall be disregarded in the interpretation of this Agreement.

WESTBROOK
Associated Engineers, Inc.

EXHIBIT B

Westbrook Associated Engineers, Inc.

Billing Rates

Chief Project Manager	$200 / hour
Engineering Project Manager	$135 / hour
Senior Project Design Engineer	$95 / hour
Staff Design Engineer	$90 / hour
CAD Technician	$85 / hour
Administrative Staff	$65 / hour
Mileage Reimbursement	$1.00 per mile
Meal Reimbursement	$9.00 per meal

CITY OF LAKE GENEVA

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

DENNIS E. JORDAN
CITY ADMINISTRATOR

TO: **MAYOR AND COMMON COUNCIL**

DEJ **FROM:** **CITY ADMINISTRATOR**

DATE: **AUGUST 23, 2010**

RE: **BURIAL OF UTILITIES IN SEMINARY PARK/BAKER STREET**

Background: The Common Council approved Amendment #3 for TIF #4 that included $100,000. to bury the utilities in Seminary Park and Baker Street. The Council previously approved to spend $72,589.14 for Alliant Energy to proceed to bury the power lines and remove the poles that supported those lines. There are two other entities that need to also bury their lines, AT&T and Time Warner. Time Warner's relocation cost is $11,768.00. I am requesting that the Common Council approve this expenditure.

Recommendation: Approve the relocation cost of the Time Warner Cable facilities in the amount of $11,768.00

TIME WARNER CABLE
THE POWER OF YOU™

Rob Detert – Field Engineer – Time Warner Cable
robert.detert@twcable.com
1320 N. Dr. Martin Luther King Jr., Dr.
Milwaukee, WI 53212-3980
414-277-4280 office
414-688-0348 cell
414-277-0638 fax

Mr. Dan Winkler
City of Lake Geneva

Monday, August 09, 2010

Subject: Conversion of existing Time Warner Cable facilities from overhead to underground, due to city request. Work area is Baker St., West of S. Lakeshore Dr., Lake Geneva WI

TWC project # 80351

RELOCATION COST: $11,768.00

This relocation cost only applies to Time Warner Cable facilities. This quote is valid for 30 days. Relocation costs must be paid prior to construction and signed document must be received by Time Warner Cable. The survey, design and permit process is well underway. However, work will not be released to our construction department until signed letter and payment have been received.

Please mail payment to and make check payable to:

Time Warner Cable

Attention: Steve Cramer

1320 N Dr Martin Luther King Jr Dr

Milwaukee, WI 53212

NOTE: DO NOT send relocation check in with your regular monthly service bill, doing so WILL lead to project delays.

Customer Approval

Customer Signature Dennis E. Jordan

Print Name DENNIS E. JORDAN

Company Name CITY OF LAKE GENEVA

Address 626 Geneva Street

City Lake Geneva State WI Zip Code 53147

Date 8-17-2010

DATE APPROVED 8-17-2010
APPROVED BY DEA
ACCOUNT #(S) 34-30-02-9118
DESCRIPTION
PO #

Seminary Park TIF #4 Elec.

ALLIANT ENERGY

Wisconsin Power and Light Co
An Alliant Energy Company
400 Koopman Ln
Elkhorn, WI 53121-2006
fax: 262-741-0952

Date: 7 / 7 / 10

Pages sent (including this sheet) 2 If you do not receive all pages, copies are illegible, or have received this transmission in error, please call 262.741.0934 as soon as possible.

	From:	Office Number		From:	Office Number
X	Deanna Holloway	262.741.0937		Cece Schmidt	262.741.0934
	Jennifer Larsen	262.741.0927		Stacie Hudson	262.741.0925
	Bruce Murray	262.741.0938		Curt Eilertson	262.741.0935
	Bob Kleber	262.741.0949			

Work Request # 3547716 Customer City Lake Geneva

Address: Baker St. Lake Geneva

	To:	Fax:		To:	Fax:
X	AT&T	608.755.5580		CHARTER	262.275.3786
	VERIZON	262.275.1250	X	Time Warner	wiengineering@twe.com
	TDS TELECOM	608.539.2118		PACKERLAND	906.776.2811
	SHARON TEL	262.736.9200		BROADBAND	

This is to notify you that Alliant Energy is :

X	Installing underground electric		Installing new pole (s)
	Vacating pole (s)		Relocating pole (s)
	Replaced your pole due to damage		Removing pole (s)

other: City requested OH-UG conversion do you want joint?

other: contact Dan Winkler @ 262-248-2311

other: * city to use extra conduit, fittings, sweeps purchased for last project.

Reply:

	We desire space in trench/bore
	We do not desire space in trench/bore
	We desire space on pole (s)
	We do not desire space on pole(s)
	We will remove pole (s)
	We will vacate pole (s)

Date of Reply: ____/____/____

Telephone Co. Order # _____

Employee Name: _____

CATV Co. Order # _____

Employee Name: _____

Remarks _____

other: _____

other: _____

other: _____

excel/bform.xls.3//14/08

project 1 of 2

Alliant Energy
Engineering and Construction
Work Management System

Designed Job Sketch - OH / UG / Gas / Water

Ops Zone: BELO **Loc:** ELH **Request:** 3547716

07/07/2010 10:27:43

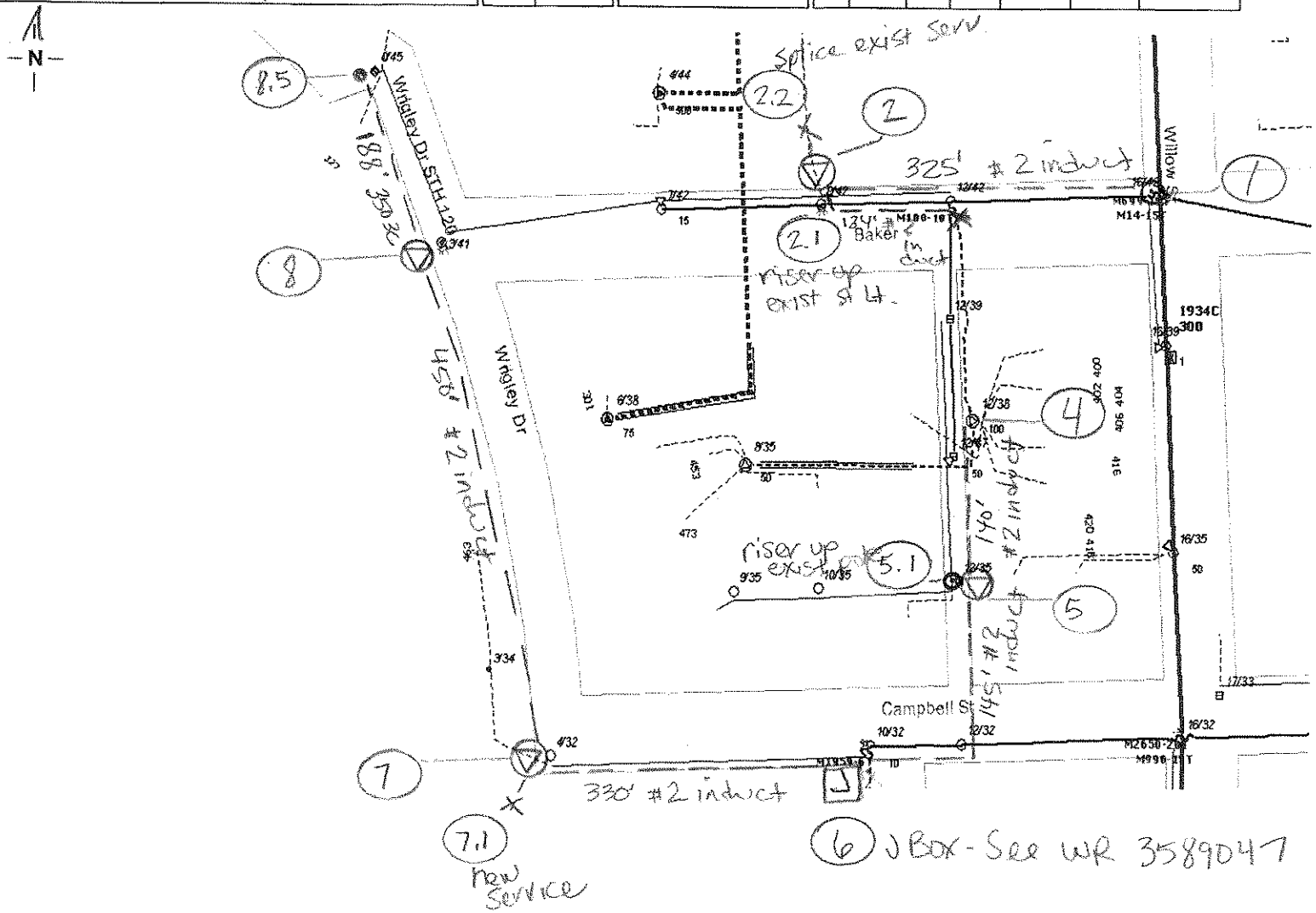
WR Desc: City requested estimate for converting OH to UG

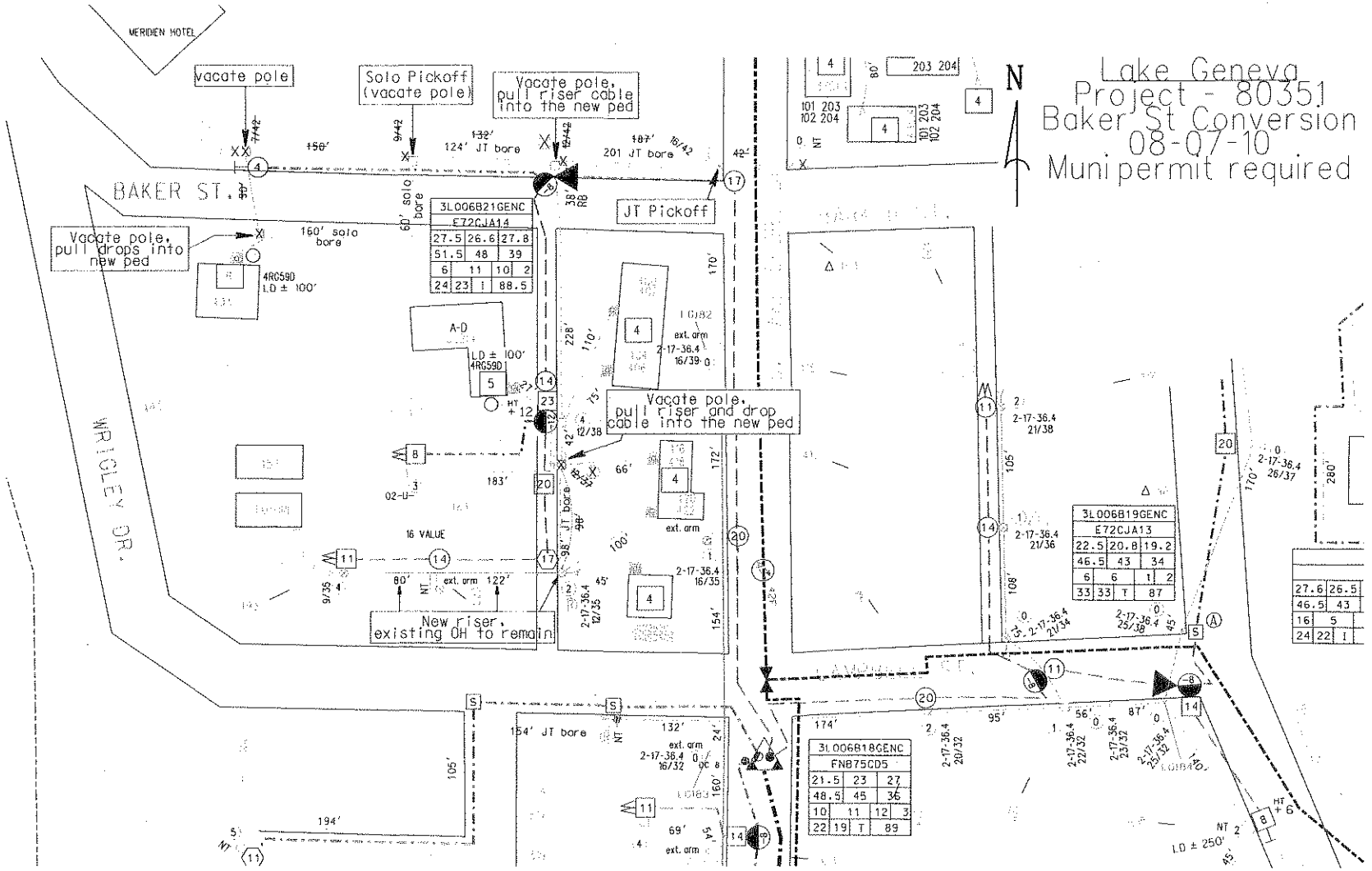
d_design_sketch

Cust Nm: LAKE GENEVA CITY OF **Address:** BAKER LAKE GENEVA **County:** **Acct:** **Cust Ph:** **Prem:**	**Map No.** 02-17E-36.4.0 16/42	**Sched. Date**	**Comp. Req. Date**	**Std. Const. Date**	**Crews Assigned**
	TD Code 077	**DHL No.**	**Start Date**	**Start Time** ☐AM ☐PM	D Bore All
	Soft/Hard Surface Restoration: Yes ☐ No ☐				

Planned By	Phone No.
HOLLOWAY, DEANNA	1-262-741-0937

Jnt Trench		Refund file #	Obstructions						
Tel	CaTV		Tel	CaTV	Gas	Elec	Sewer	Water	Cust Own





Lake Geneva
Project - 80351
Baker St Conversion
08-07-10
Muni permit required
N
MERIDIEN HOTEL
vacate pole
Solo Pickoff (vacate pole)
Vacate pole, pull riser cable into the new ped
JT Pickoff
BAKER ST.
WRIGLEY DR.
Vacate pole, pull drops into new ped
Vacate pole, pull riser and drop cable into the new ped
New riser, existing OH to remain
3L006B21GENC
E72CJA14
3L006B19GENC
E72CJA13
3L006B18GENC
FN875CD5
124' JT bore
201 JT bore
160' solo bore
154' JT bore
16 VALUE

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DENNIS E. JORDAN
CITY ADMINISTRATOR

TO: **MAYOR AND COMMON COUNCIL**

DEJ

FROM: **CITY ADMINISTRATOR**

DATE: **AUGUST 23, 2010**

RE: **BURIAL OF UTILITIES IN SEMINARY PARK/BAKER STREET**

Background: The Common Council approved Amendment #3 for TIF #4 that included $100,000. to bury the utilities in Seminary Park and Baker Street. The Council previously approved to spend $72,589.14 for Alliant Energy to proceed to bury the power lines and remove the poles that supported those lines. There are two other entities that need to also bury their lines, AT&T and Time Warner. AT&T's relocation cost is $7,509.26. I am requesting that the Common Council approve this expenditure.

Recommendation: Approve the relocation cost of the AT&T facilities in the amount of $7,509.26

Custom Work Order Center

220 Wisconsin Avenue, Floor #2
Waukesha, WI 53186
Phone (888) 901-2779
FAX #: (888) 901-2821

FAX Cover Sheet

DATE: 8/17/10

TO:	Mr. Dennis Jordan	PHONE:	262-249-4098
		FAX:	262-248-4765
FROM:	Julie A. Howard	PHONE:	888-521-3873
	AT&T – Manager	FAX:	888-901-2821
	Custom Work Order Center		
RE:	Special Construction Service Charge CR#141023		

Number of pages INCLUDING cover sheet: (3)

Included is the Special Construction Invoice and Authority for Work (4408A) for the Special Construction work = **$7,509.26** for burying AT&T aerial cable.

Upon your review, please Overnight your payment with a hard copy of the included invoice & signature page.

PLEASE NOTE, ONCE PRE-PAYMENT IS RECEIVED AND CONTRACT IS SIGNED, TURNAROUND TIME IS (4 TO 6) WEEKS FOR SCHEDULING AND COMPLETING THE REQUESTED WORK. If you don't proceed with the work by the date indicated on Page 2 attached, the job will automatically be cancelled.

SEND PAYMENT TO:

AT&T Custom Work Order Center

Attention: Julie A. Howard
220 Wisconsin Avenue Flr. 2
Waukesha, WI 53186

AT&T MUST HAVE BOTH PAYMENT AND SIGNED CONTRACT BEFORE ANY WORK WILL BE DONE.
Have a nice day!
Julie A. Howard

CDSR0031-12.0
JH1521
AT&T WISCONSIN

Estimate of Cost and Authority to Work Special Construction Charge and Invoice

FIXED PRICE BASIS

INVOICE

Customer Request Number : 141023
Project Number : 7934562

Date : 08/16/2010
Customer ID : 106215

Billing Information

Billing Party's Name : CITY OF LAKE GENEVA.
Phone : (262) 248-2311
Billing Address : 626 GENEVA STREET
LAKE GENEVA, WI 53147
Contact Name : DAN WINKLER
Phone : (262) 248-2311

Work Description & Engineering Remarks : SPECIAL CONSTRUCTION CHARGES FOR BURYING AT&T AERIAL CABLE.

Expenses	Amount
Engineering Labor	$ 1,041.10
Material Cost	$ 471.68
Construction Labor	$ 1,347.44
Contractor Cost	$ 4,649.04
Misc. Tax	$0.00
Total Estimated Costs	**$ 7,509.26**

OSPE Representative: Julie A. Howard

Title: Manager - CWO Center

Phone #: (262) 970-8426

DATE APPROVED 8-17-2010
APPROVED BY DSJ
ACCOUNT #(S)
DESCRIPTION
PO #

TIF #4
Seminary Park
Elect. buried

SEND PAYMENT TO:
AT&T
Custom Work Order Center
220 Wisconsin Ave., 2nd Floor
Waukesha, WI 53186

CDSR0031-12.0
JH1521
AT&T WISCONSIN

Estimate of Cost and Authority to Work Special Construction Charge and Invoice

FIXED PRICE BASIS

Customer Request Number : 141023
Project Number : 7934562

Date : 08/16/2010
Customer ID : 106215

DESCRIPTION OF CUSTOM WORK:

SPECIAL CONSTRUCTION CHARGES FOR BURYING AT&T AERIAL CABLE.

CHARGE FOR CUSTOM WORK: FIXED CONTRACT PRICE: $ 7,509.26

Applicant understands that pursuant to the tariffs on file with the FCC and with the State of Wisconsin and/or in order to induce AT&T to relinquish or modify its property right, it is Applicant's responsibility to pay these costs incurred by Wisconsin Bell, Inc., d/b/a SBC Wisconsin, a Wisconsin corporation to complete the work requested.

Applicant has asked AT&T to perform the above-described custom work for which Applicant shall pay AT&T the contract price of Seven Thousand Five Hundred Nine Dollars And Twenty-Six Cents/ $7,509.26 in advance of the start of any AT&T work.

Applicant shall pay for work on a "Fixed Price" basis. Applicant also understands that if the actual charges exceed the estimated costs Applicant will not receive any additional billing unless Applicant has pre-authorized billing due to a change requested by Applicant or Applicant's representative(s).

Charges are computed in accordance with AT&T's ordinary accounting practices under the Uniform System of Accounts for Class A telephone companies and include allocated costs for labor, engineering, materials, transportation, motor vehicles, tool and supply expenses and corporate overhead loadings.

The amount of Seven Thousand Five Hundred Nine Dollars And Twenty-Six Cents/ $7,509.26 is valid for only thirty (30) days and is therefore subject to change/cancellation after September 15, 2010 if AT&T has not received an executed copy of the Application and advance payment by that date.

If Applicant cancels the work prior to completion, Applicant shall pay AT&T for all costs AT&T has incurred before being notified in writing to cease work.

ACCEPTED FOR APPLICANT:

BY: Dennis E. Jordan
Printed Name: DENNIS E. JORDAN
Title: City Administrator
Date Signed: 8-17-2010

SEND PAYMENT PAYABLE TO:

AT&T Midwest - CWO Center
220 Wisconsin Avenue - Floor 2,
Waukesha, WI 53186

CITY OF LAKE GENEVA

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DENNIS E. JORDAN
CITY ADMINISTRATOR

TO: **MAYOR AND COMMON COUNCIL**

DEJ **FROM:** **CITY ADMINISTRATOR**

DATE: **AUGUST 23, 2010**

RE: **REQUEST FOR FUNDS TO PAY FOR UTILITIES AT WE ENERGIES BUILDING.**

Background: Upon a recent inspection of the building the City recently purchased from WE Energies, it was discovered that mold is forming in several areas. Staff consulted several heat and air conditioning contractors, and were told that the building should be kept at 74 degrees to ensure that mold does not form in current conditions. The City has not used any contingency money this year and I would recommend placing $3,000. in a utility account to pay for air-conditioning this summer and heat this winter to prevent the mold build up. If the Council approves this request, a Resolution will be placed on the next agenda transferring money from the Contingency Account to an account that will be established for this purpose.

Recommendation: Approve the creation of a utility account for the garage building at the WE Energies to be funded with $3,000. from the Contingency Account.

CITY OF LAKE GENEVA

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DENNIS E. JORDAN
CITY ADMINISTRATOR

TO: **MAYOR AND COMMON COUNCIL**

DEJ

FROM: **CITY ADMINISTRATOR**

DATE: **AUGUST 23, 2010**

RE: **CITY CLERK EMPLOYMENT AGREEMENT**

Background: The Common Council directed the City Attorney to prepare an employment agreement for Jeremy Reale as the City Clerk for the City of Lake Geneva. The Agreement is enclosed for your review and approval. Upon Council approval and signature by the appropriate parties, the Agreement will be sent to Mr. Reale for his signature. The Agreement will be in place before he starts his employment on September 30, 2010.

Recommendation: Approve the Employment Agreement with Jeremy Reale for the position of City Clerk.

EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF LAKE GENEVA AND JEREMY REALE
FOR SERVICES AS CITY CLERK, CITY OF LAKE GENEVA

This Agreement, made and entered into this _____ day of August, 2010, by and between the City of Lake Geneva, State of Wisconsin, a municipal corporation, hereinafter called "Employer", as party of the first part, and Jeremy Reale, hereinafter called "Employee", as party of the second part, both of whom understand as follows:

WHEREAS, Employer desires to employ the services of Jeremy Reale as City Clerk of the City of Lake Geneva, County of Walworth, as provided in Chapter 2, Article III, Division 2, Section 2-96 and 2-97 City Code of Ordinances and Sec. 62.09, Wis. Stats, and

WHEREAS, it is the desire of the Common Council, hereinafter called "Council", to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows;

SECTION 1. DUTIES

Employer hereby agrees to employ said Diana Dykstra as City Clerk of said Employer to perform the functions and duties specified in the Municipal Code of Lake Geneva, Division 2, Chapter 2, Section 2-96, City Clerk, Wisconsin State Stats. §62.09(11), and as amended from time to time by the Common Council or the State of Wisconsin.

SECTION 2. SALARY

Effective August 30, 2010 the salary shall be $50,000.00 annually. Further, each year the City Council shall set wage increases by Resolution. This position is a professional exempt position.

SECTION 3. PERFORMANCE EVALUATION

The City Administrator and the Personnel Committee shall review and evaluate the performance of the Employee at least once annually.

SECTION 4. HOURS OF WORK

It is recognized that professional exempt employees may devote time outside the normal office hours to business of the Employer, and to that end Employee will be allowed to take administrative time off as shall be appropriate during said normal office hours.

SECTION 5. VACATION

The amount of paid vacation time increase each year with the length of employment using the following schedule:

After one (1) years	Ten (10) workdays

These benefits may be increased or decreased from time to time. Any adjustments to this schedule should be submitted in writing and reviewed on an annual basis. Vacation days not used in a calendar year shall be lost and not carried forward, except after the first year of service a maximum of five days shall be allowed to be carried in the next year with the approval of the City Administrator or Personnel Committee.

SECTION 6. HOLIDAYS, SICK LEAVE, FUNERAL LEAVE

The Employee shall be provided Holiday, Sick Leave, and Funeral Leave benefits.

Holiday Schedules: New Year's Day (January 1); Good Friday (Friday before Easter); Memorial Day (last Monday in May); Independence Day (July 4); Labor Day (first Monday in September); Thanksgiving Day (4th Thursday in November); Day after Thanksgiving; Christmas Eve (December 24); Christmas (December 25); and New Year's Eve (December 31).

In addition to the recognized holidays previously listed, employee will receive one floating holiday. In addition to one floating holiday, if no sick days are taken by employee throughout the year, one personal day is granted.

Sick Leave: The Employee shall accrue sick leave benefits at the rate of 18 days per year or 1.5 days per month. Unused sick leave benefits will be allowed to accumulate until the employee has accrued a total of 100 calendar days worth of sick leave benefits.

Funeral Leave: The Employee may wish to take time off due to the death of an immediate family member and shall be eligible for up to three days. "Immediate" family is defined as employee's spouse, parent, child, sibling, employee's spouse's parent, child or sibling, employee's child's spouse, grandparent or grandchildren.

SECTION 7. HEALTH, LIFE, DENTAL, AND DISABILITY INSURANCE

The Employee will continue receiving health, life, dental, and disability insurance benefits at the coverage in force for all non-represented employees, and Employer agrees to pay the premiums thereon. Employer also agrees to continue said insurance upon the retirement of Employee at the rate of one months premium for each year of service. The Employee shall be entitled to this retirement benefit only after providing twenty (20) years of service to Employer and only if retiring from the City of Lake Geneva.

These benefits may be increased or decreased from time to time as they are increased or decreased to all other non-represented employees of the City.

SECTION 8. INSURANCE AFTER RETIREMENT

The City will pay 50% of the payment for either a single or family plan for exempt employees when the retired employee is eligible as defined by WRS (Wisconsin Retirement System) until the employee is eligible for Medicare.

SECTION 9. WISCONSIN RETIREMENT SYSTEM

It is understood that the City of Lake Geneva is a member of the Wisconsin Public Employees Retirement Fund and thereby extends coverage to Employee and shall pay 100% of required contributions, including employer share, employee share.

SECTION 10. EDUCATIONAL INCENTIVE

Employee shall be eligible for reimbursement of tuition and books through the City of Lake Geneva Educational Assistance program. It is understood this incentive is meant only for courses directly related to their position, and shall be deemed approved when appropriated and approved in the annual operating budget

SECTION 11. PROFESSIONAL DEVELOPMENT

Employer, subject to annual appropriations, hereby agrees to pay the travel and subsistence expenses of Employee for professional and office travel, meetings, seminars, dues and subscriptions, and continuing education classes.

SECTION 12. TERMINATION PAYMENT

Any regular full time employee who accrues (17) seventeen or more days of unused sick leave during the year will have an amount equal to $20.00 for each day so accrued place in an account for payment of health insurance upon retirement.

SECTION 13. DURATION OF AGREEMENT

This contract shall be reviewed on an annual basis with any changes to be submitted in writing to be approved.

SECTION 14. TERMINATION

Employee may be terminated pursuant to Sec. 2-5 of the City Code of Ordinances and pursuant to Sec. 17.12 and Sec. 17.16 Wis. Stats.

IN WITNESS WHEREOF, THE City Council of the City of Lake Geneva has caused this agreement to be signed and executed in its behalf by its Mayor, and duly attested by its Administrator, and the Employee has signed and executed this agreement, both in duplicate, on the dates as noted below.

CITY OF LAKE GENEVA	**EMPLOYEE**
Mayor, James R. Connors	Artis Roenspies
Administrator, Dennis E. Jordan	Date

CITY OF LAKE GENEVA

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

DENNIS E. JORDAN
CITY ADMINISTRATOR

TO: **MAYOR AND COMMON COUNCIL**

DEJ

FROM: **CITY ADMINISTRATOR**

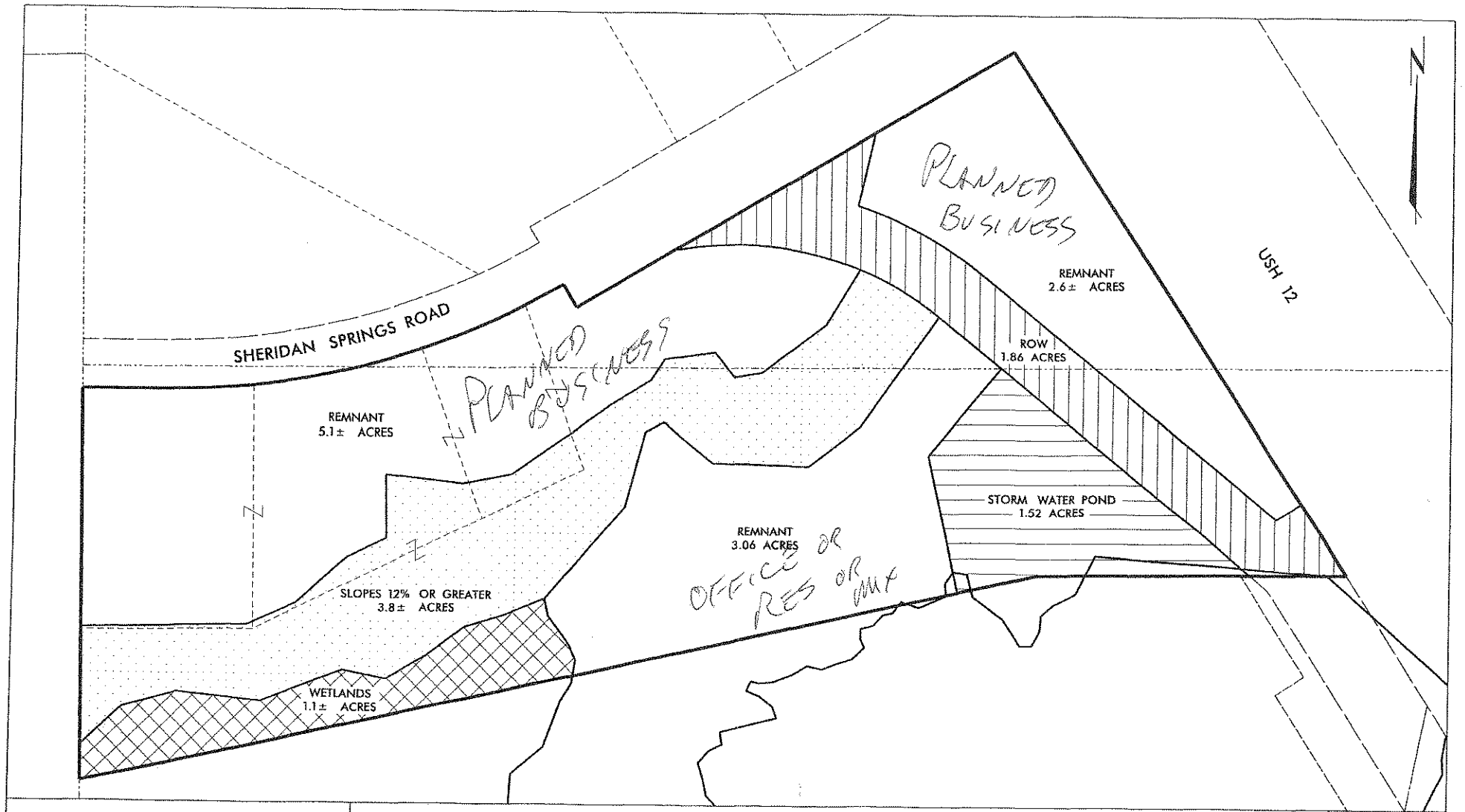
DATE: **AUGUST 23, 2010**

RE: **PURCHASED WE ENERGIES PROPERTY**

Background: The City purchased the WE Energies property for road right-of-way and a storm water pond. Of the remaining 15.46 acres, 10.76 acres are developable. The Council has expressed some interest in keeping the garage facility on the west end of the property. Staff would like direction form the Council on how much land the City would want to retain and how much should be sold for development? Would the Council prefer to sell smaller parcels or sell a parcel large enough for a Planned Unit Development? Attached is a drawing showing the land in question and the proposed zoning for the area.

Recommendation: Send to Planning Commission and to the Public Works Committee for their review and direct staff as to what options the Council wishes considered.

REVISION/PLOT DATE Exhibit WSG Remnants.dgn 01-19-09 MWR



CRISPELL-SNYDER, INC.
PROFESSIONAL CONSULTANTS
Lake Geneva (262)348-5600 Madison (608)244-6277 Milwaukee Regional (262)250-8000
Racine (262)554-8530 Fox Valley (715)752-4620

EDWARDS BOULEVARD FRONTAGE ROAD CONNECTION | WISCONSIN SOUTHERN GAS COMPANY, INC | REMNANT PARCELS

R08-0014-101

LOCATION: CITY OF LAKE GENEVA
WALWORTH COUNTY, WISCONSIN

SCALE: 1"=120' DATE: JANUARY 2009 DRAWN BY: M. RUBENDALL

CITY OF LAKE GENEVA

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DENNIS E. JORDAN
CITY ADMINISTRATOR

TO: **MAYOR & COMMON COUNCIL**

DEJ **FROM:** **CITY ADMINISTRATOR**

DATE: **AUGUST 23, 2010**

RE: **PARKING ON TOWNLINE ROAD ADJACENT TO VETERAN'S PARK**

Background: At the June Public Works Committee meeting, a motion was passed to forward to the Parking Commission and the Park Board the preference to switch from no parking to parallel parking (west of walk) and prohibit parallel parking (east of the walkway) where it currently exists. The main reason for the proposal was safety. The GLDC voted to allow the City to do what the Council Members thought best in this matter. The Parking Commission agreed it would be safer as proposed. The Park Board voted 3 to 2 against making the change. It is being brought to the Council for discussion and action. The Director of Public Works, the Street Superintendant and I all believe the proposed change would make the area in question safer.

Recommendation: Approve the switch from no parking to parallel parking (west of walk) and prohibit parallel parking (east of the walkway) where it currently exists.

Agenda Item No. 7-Veterans Park Softball Field No. 5 Landscaping Proposals.
There was discussion regarding accepting the only bid despite sending out packets to several qualifying contractors. The Mayor noted the City's purchasing policy will ultimately be modified to try to eliminate receiving only one bid in the future. It was moved by Mott and seconded by Tolar to award the Softball Diamond #5 backstop landscaping work to Humphreys Contracting in the amount of $7,900 with a friendly amendment with terms of net 30 days. The motion passed 5-0.
(This item needs to go to Finance Committee and Council for approval. The funding may have been previously authorized by Council action from the Park Impact Fees Fund).

Agenda Item No. 8-Truck #23, 5-Yard Dump Truck Repair.
The Street Superintendent brought to the Committee's attention a pending significant repair to one of their dump trucks. There was some discussion regarding urgently needed repairs and possibly obtaining multiple prices for various levels of repairs. No other action was taken.

Agenda Item No. 9-Discussion-Parking on Townline Road, Veterans Park.
DPW Winkler provided aerial photos depicting the present parking situation on Townline Road with parallel parking east of the paved walkway to the concession building and no parking in the recessed area west of the walkway. It was moved by Mott and seconded by Kehoe to forward to the Parking Commission and Park Commission the preference to switch from no parking to parallel parking (west of walk) and prohibit parallel parking (east of the walkway) where it currently exists. The PWC believed the proposal to be much safer for all concerned. It was also part of the motion to advise the GLDC of the idea as DPW Winkler mentioned that he believed they were involved in the original decision to pull diagonal parking off Townline Road for safety purposes.
(This item needs to go to the Parking Commission and Park Commission for consideration and recommendation. DPW Winkler will notify the GLDC).

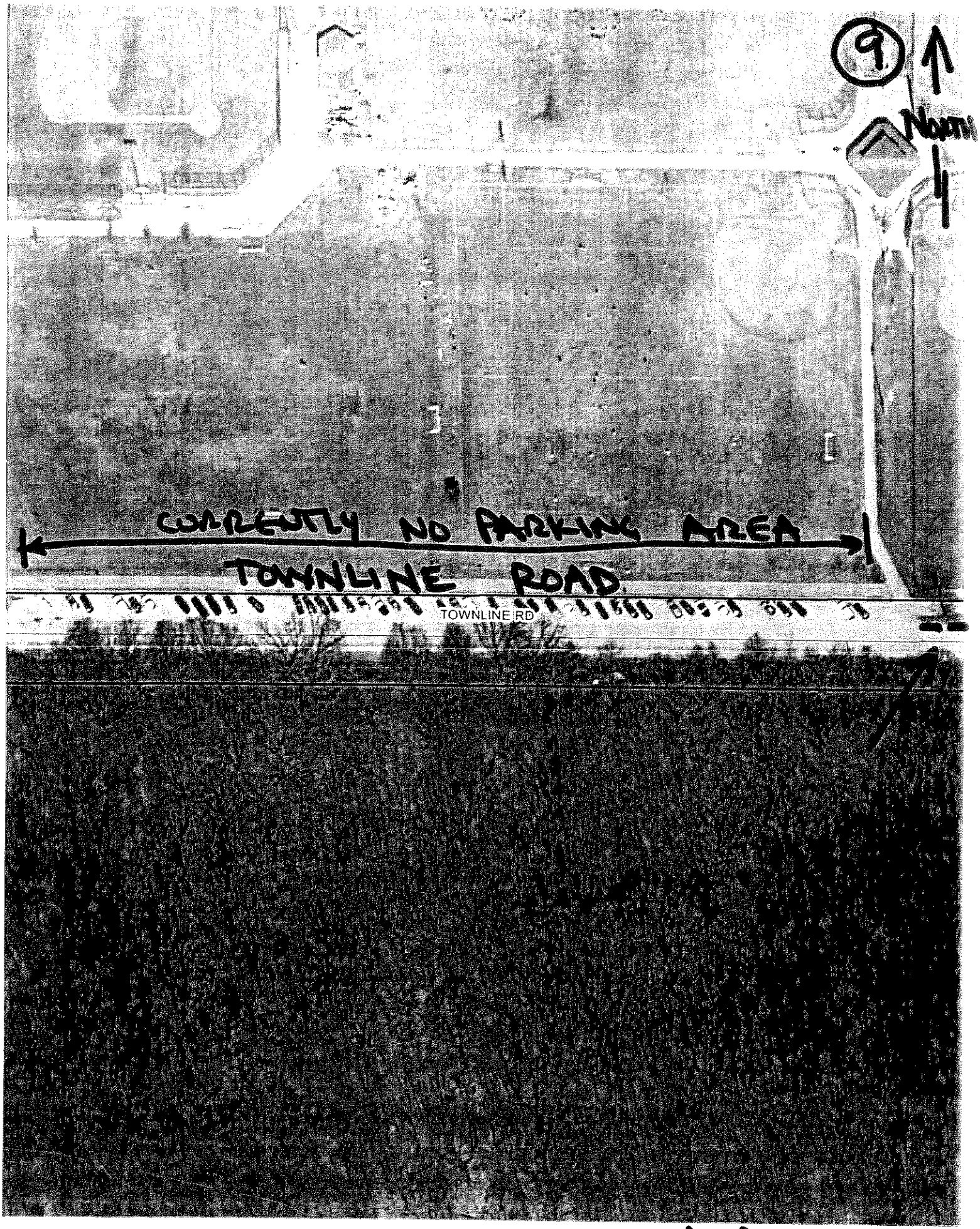
Agenda Item No. 10-Discussion-Planning for Traffic Signal at Interchange North & Sheridan Springs Road.
DPW Winkler stated the Administration is concerned with the build-up of traffic on Sheridan Springs once the new frontage road is opened and believes it is timely to consider designing and installation of a traffic signal at CTH H and Sheridan Springs Road. Some items were discussed including consideration of a roundabout by Mott, funding, and the Mayor's concern for jurisdiction. A Crispell proposal for the design was provided by the DPW. Staff was asked to investigate and report back next month whether or not TIF funding or other sources are available as well as who has jurisdiction over the improvement.

Agenda Item No. 11-Hillmoor Grass Cutting/Baling.
Chair Tolar said the City has found a farmer willing to cut Hillmoor for free, including the City's portion of the lower 7 holes. Fesenmaier asked about insurance and whether the City has permission to use the farmer from the owner. Use of the farmer was approved by consensus as long as the City had insurance protection and the owner or receiver was notified in writing.

Motion to Adjourn:
The meeting was adjourned at 7:55 PM by a 5-0 vote on a motion by Mott and second by Kehoe.

Cc: Mayor Jim Connors/Dennis Jordan/Diana Dykstra/Common Council Members not on Committee/File

VETERANS PARK
TOWNLINE RD. PARKING


9
North
CURRENTLY NO PARKING AREA
TOWNLINE ROAD
TOWNLINE RD
VETERAN'S PARK

CITY OF LAKE GENEVA

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DENNIS E. JORDAN
CITY ADMINISTRATOR

TO: **MAYOR AND COMMON COUNCIL**

DEJ **FROM:** **CITY ADMINISTRATOR**

DATE: **AUGUST 23, 2010**

RE: **APPROVAL OF EASEMENT TO EXTEND GAS SERVICE**

Background: WE Energies has been asked to extend underground natural gas service to the communications building located near the water tower. They are proposing to extend underground gas pipe from Hickory Lane over to the US Cellular lease site. WE Energies needs to obtain an easement through dedicated undeveloped Park land to do the installation. City staff has surveyed the site and it is a very natural state with weeds, some decent trees and many scrub trees. This item has gone to the Planning Commission and the Park Board for their input. We Energies will take steps to avoid removal of preferred trees. I recommend approval of the easement to WE Energies.

Recommendation: Approve the easement to WE Energies to extend underground natural gas service to the communications building located near the water tower as shown in Appendix A.

we energies

700 S. Kane St.
Burlington, WI 53105
Phone 1-800-558-3396
www.we-energies.com

DENNIS
DAN DRAPER T
FOR APPROVAL BY
CITY COUNCIL.
5/10/10

May 6, 2010

Mr. Dan Winkler
Lake Geneva Utility Commission
PO Box 187
Lake Geneva, WI 53147

Dear Mr. Winkler:

I am contacting you pursuant to our telephone conversation regarding the proposed work We Energies would like to do on the City's Park property off Hickory Lane in the City of Lake Geneva.

As we discussed, We Energies has been asked to extend underground natural gas service to the communications building located near the water tower. We are proposing to extend underground gas pipe from Hickory Lane over to the US Cellular lease site.

Prior to installing any new gas pipe on the park premises we will need to obtain an easement. Enclosed you will find the proposed easement, in duplicate, that we are requesting. If approved, one copy of the enclosed easement needs to be signed by two authorized representatives of the City of Lake Geneva and acknowledged by a notary public. The original only need be executed, as the duplicate copy is for your records. A self-addressed envelope is enclosed for your convenience in returning the executed easement.

Please notify me of any buried <u>private</u> facilities on the property that are located within the proposed easement areas. Private facilities include, but are not limited to the following: sewer and water laterals, private underground electrical lighting, drain tiles, invisible dog fences, sprinkler systems and septic tanks/drainage fields.

Please contact me at # (262) 763-1044 if you have any questions regarding the enclosed documents. Thank you.

Sincerely,

Tracy Zwiebel

Tracy Zwiebel
Right of Way Agent

Enclosures

needs to be Referred by Council to Plan per Dan Draper

Document Number

DISTRIBUTION EASEMENT
GAS

WR NO.

For good and valuable consideration which **THE CITY OF LAKE GENEVA,** hereinafter referred to as "Grantor", owner of land, acknowledges receipt of, grants and warrants to **WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies,** hereinafter referred to as "Grantee", a permanent easement upon, within and beneath a part of Grantor's land hereinafter referred to as "easement area".

The easement area is described as strips of land 12 feet in width being a part of the grantor's premises described as Outlot 2 of Stone Ridge Subdivision; said premises being located in the Northwest 1/4 of Section 25, Town 2 North, Range 17 East, City of Lake Geneva, Walworth County, Wisconsin.

The location of the easement area with respect to Grantor's land is as shown on the attached drawing, marked Exhibit "A", and made a part of this document.

RETURN TO:
We Energies
PROPERTY RIGHTS & INFORMATION GROUP
231 W. MICHIGAN STREET, ROOM A252
PO BOX 2046
MILWAUKEE, WI 53201-2046

ZSR 00170
(Parcel Identification Number)

1. **Purpose:** The purpose of this easement is to install, operate, maintain repair, replace and extend underground utility facilities including: pipeline or pipelines with valves, tie-ins, main laterals and service laterals, together with all necessary and appurtenant equipment under and above ground, including cathodic protection apparatus used for corrosion control, as deemed necessary by Grantee, for the distribution of natural gas. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.

2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands of Grantor for the purpose of exercising its rights in the easement area.

3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes and any amendments thereto.

4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until some time in the future, and that none of the rights herein granted shall be lost by non-use.

7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Grantor:

THE CITY OF LAKE GENEVA

By _____

(Print name and title): _____

By _____

(Print name and title): _____

Personally came before me in Walworth County, Wisconsin on _____, 2010,

by the above named _____, the _____

and _____, the _____

of **THE CITY OF LAKE GENEVA.**

_____

Notary Public Signature, State of Wisconsin

_____

Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL)

My commission expires _____

This instrument was drafted by Tracy Zwiebel on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.

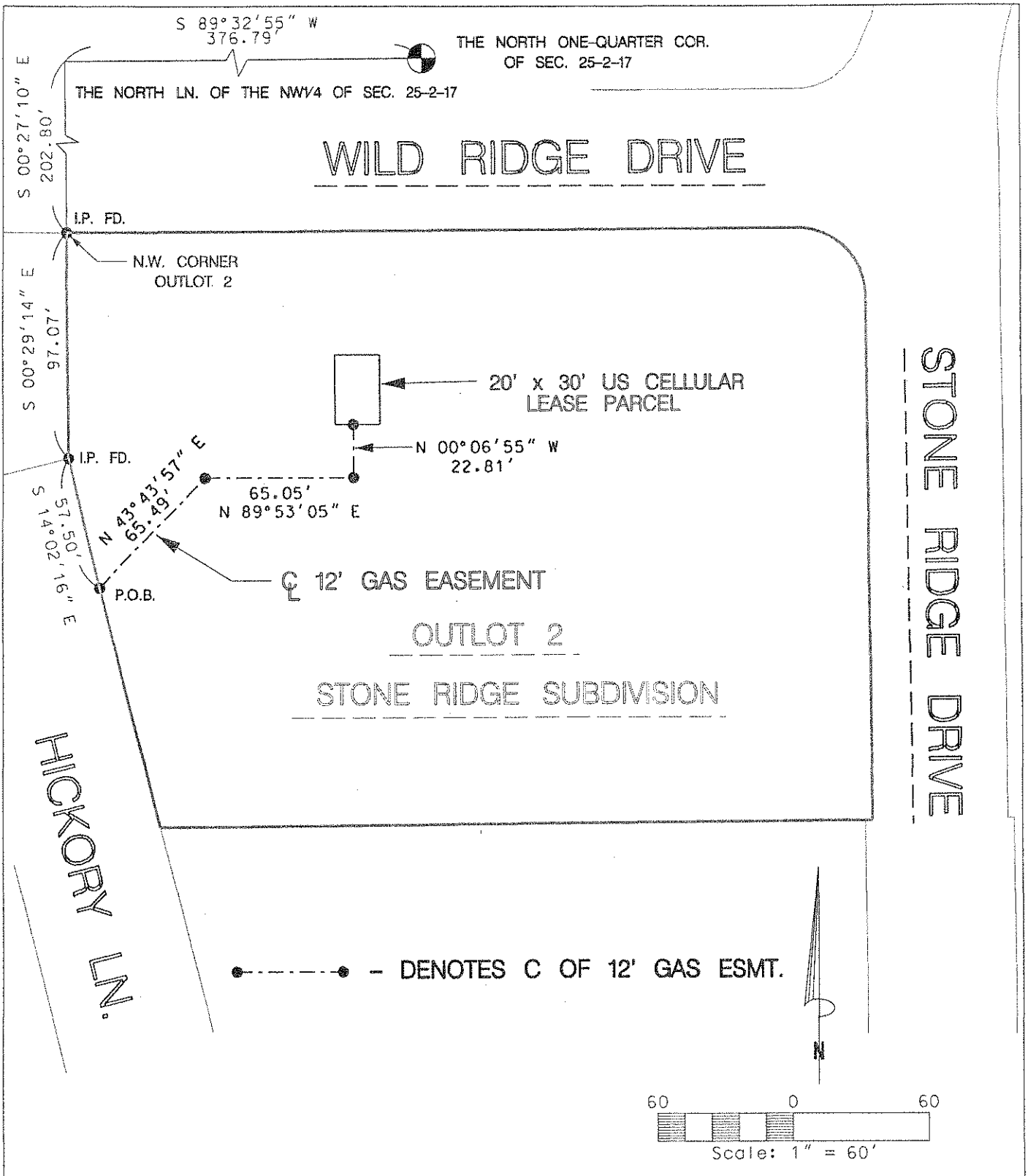


EXHIBIT "A"

we energies

PART OF THE NE1/4 OF THE NW1/4 OF SEC. 25, T2N, R17E, CITY OF LAKE GENEVA, WALWORTH COUNTY, WISCONSIN

DRAWN BY:	k.r.spaight
DATE:	04-30-2010
IO NUMBER:	
REVISIONS:	

4/30/2010 10:00:54 AM J:\DATA\DO\Survey\Gas Projects\Walworth\Easements\US Cell\EP Proj\Easement.DGN

CITY PLAN COMMISSION
MONDAY, AUGUST 16, 2010 - 6:30 PM
COUNCIL CHAMBERS, CITY HALL

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

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

Hartz/Skates motion to approve minutes of July 19th, 2010 Plan Commission meeting. Motion carried.

Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda, except for public hearing items. Comments will be limited to five (5) minutes. Applicants will be allowed when their item is discussed.
None.

Correspondence.
A letter from Donna Wallner, Monica Fransen, Nancy Berchem and Kaye Lowman-Borrow in opposition to the Conditional Use request by Bella Vista Hotel Condo Association.

A Note from Thomas and Diana Powell in favor of the Conditional Use request by Bella Vista Hotel Condo Association.

Both letters were included in the packets and will be on record at the Clerk's office.

Public Hearing on a Conditional Use Application filed by Pier Docktors Inc. Fontana, WI 53125 for an addition to the existing pier for an 8'x20' mooring platform to be used for loading/ unloading and mooring of water craft at 1412 Main Street, Lake Geneva, WI 53147, Tax Key Number ZYUP 00094B. Larry Quist of Pier Docktors approached the podium to be available for questions. Hartz asked about the difference between the maximum number of watercrafts per the DNR in reference to the number referred to in the packet of application and also about the sidewalls on the canopy. Mr. Quist stated that he is only responsible for the frameworks and the docks. Hartz/Flower motion to close the public hearing. Motion carries. Hartz/ Flower motion to approve the Conditional Use Application filed by Pier Docktors for an addition to the existing pier for an 8'x20' mooring platform to be used for loading/unloading and mooring of watercraft at 1412 Main Street, Lake Geneva, WI 53147, Tax Key Number ZYUP 00094B subject to coming into compliance with all the conditions of the DNR permit including the compliance of the canopy and the number of allowed watercrafts along with any staff recommendations. Hartz asked about the length of the pier. It was stated that the pier will be 80 feet. Flower/Skates motion to suspend the rules to allow Mr. Quist to comment. Motion carries. Mr. Quist mentions that there was an issue with the mailboat being able to come into the neighboring pier and Mr. Glavin agreed for the pier to be cut back to 80 feet from the original drawing of 100 feet to accommodate the mail boat. Discussion followed. Motion carried unanimously. R50

Public Hearing on a Conditional Use Application filed by Bella Vista Hotel Condo Association, 335 Wrigley Drive, Lake Geneva, WI 53147 to provide Outdoor Commercial Entertainment at 335 Wrigley Drive, Tax Key Number ZMER 00001-00040. Tom Hyslop, General Manager of Bella Vista Suites and Ted Harig member of the Condo Assoc. approached the podium. Mr. Hyslop gave a description of their proposed project. They want to utilize the veranda which is adjacent to the current lounge on the waterfront piano bar. They are looking to create a casual/upscale setting to have light food and beverages served to the hotel patrons and their guests. They are looking to have nine tables with R51

umbrellas and four chairs at each table for a total seating of thirty-six people. They would also like low key, low volume music for the guests to listen to outside. He believes this would encourage the current guests, future guests and returning guests. Mr. Harig also commented on the increase of business they have received from the liquor license they were given and wanted to comment that this would be very beneficial.
Tammy Carstensen on behalf of Harbor Shores approached the podium and expressed that the Board of Directors does not have a problem with the request although they would like a cap on the time frame as to when the music will end.
Olson asked if the music would be recorded. It will when the piano player isn't playing. Olson also asked about the hours. Hyslop stated he applied for music from 10am until midnight but could cut it back until 11pm as that is when the piano player stops. Flower/ Olson motion to close the public hearing. Motion carries. Flower/ Olson motion to approve the Conditional Use Application filed by Bella Vista Hotel Condo Association, 335 Wrigley Drive, Lake Geneva, WI 53147 to provide Outdoor Commercial Entertainment at 335 Wrigley Drive, Tax Key Number ZMER 00001-00040 with the conditions that the time of the music be 10:00 am to 11:00pm, the limit on the volume not be discernable off the property, to include staff recommendations and also have a probationary time frame until the end of October for review in November to verify there is not issue with the noise. Discussion followed. Motion carried.

Review and Recommendation on a Certified Survey Map Application submitted by Dreamfield, LLC for land located in the Town of Geneva that is within the Extra-Territorial Plat Review area. Jim Howe approached the podium and described the project on behalf of the applicant. IT is 167 acres of property, divided into two lots. The applicant proposes 4 lots from the two. The size of the lots will be from 35 acres each to 55 acres each. Each lot has the appropriate access that it will need. Hartz asked how long the proposed driveway is. Howe responded that it is about 1000 feet long. Hartz also asked if the fire department has looked at this. Howe responded that IF a house was to be built, the county will demand that the street be made to Town Road standards and the driveway will be reviewed at that time as well. The 66' wide documented easement on the Survey between Lots 1 and 4 ending in a cul de sac will not move. The City Engineer requests that this easement be written into a legal description. Hartz/Skates motion to recommend to the Council the Certified Survey Map Application submitted by Dreamfield LLC for land located in the Town of Geneva that is within the Extra-Territorial Plat Review area and include the corrections requested by the City Engineer in the August 11, 2010 letter. Motion carried unanimously.

Review and Recommendation on a Certified Survey Map Application submitted by John Smith of First Banking Center for land located in the Town of Geneva that is within the Extra-Territorial Plat review area. Mark Taylor from Land craft Surveying and Engineering approached the podium and explained the project as proposed. The Town and County have approved the CSM pending approval by the City. The applicant has implemented the suggestion Staff comments to include a note to prohibit access off of Hwy H onto the property. He also states that there will be some rezoning occurring at the County level. This will bring the area up to the County standards for the Conservancy District. Due to the size of the wetlands on this site, they are over two acres, they have to be re-mapped and adjust the boundary lines of the Conservancy District to represent where those current areas are. That is all the rezoning to be done. Brugger mentions that the City Engineer suggests removing the Note 1 referring to Building Envelopes if no envelopes are being shown. Taylor says that the lots are buildable with the exception of where the setbacks are and where the wetland features are as well. The homes can be placed where the builders see fit to preserve as much of the tree scape that is there. Flower asks about the shoreland setback off of the wetland portion of the property and Taylor states that setbacks will need to be adhered to when building. That will be inspected upon submission of building plans. Brugger asks

if all the lost had been reviewed with all the setbacks to see if a building could be built. Taylor says they have. Flower asks if there is enough space on Lot 4 to fit a building with all the setbacks. Taylor states that it is. Hartz refers to Engineer's note on some of the lots not meeting the 1 acre minimum requirement. Brugger states that our ordinance does allow for under an acre if the Town approves it. The City Engineer agreed to it at the Staff meeting. Flower/ Hartz motion to recommend to the Council the Certified Survey Map application submitted by John Smith of First Banking Center for land located in the Town of Geneva that is within the Extra-Territorial Plat review area including Staff recommendations and the suggestions made by the City Engineer in the letter dated August 12, 2010. Motion carried unanimously.

Review and Set Public Hearing date for a proposed amendment to the Zoning ordinance to clarify the regulation of free-standing commercial indoor lodging uses including "Cottages", "Vacation Homes", "Tourist Homes", "Resort Homes", and "Fractional Ownership Units". Brugger states that this comes up from time and time and is becoming more of a topic of conversation at the County level. Due to the economic times, more people are renting out their homes to tourists and vacationers on a short term basis and the City has never permitted that. When we find out about it we do what we can to prohibit that and put an end to it. Brugger states that the current description of a commercial indoor lodging facility is too broad and general and hopes that we can write it a little more specific and makes it clear to the property owners that this is the ordinance and why they are in violation of it. In addition to that, there have come up different ownership schemes that essentially do the same thing by turning the single family dwelling into tourist or vacation homes which more closely resemble a hotel use than a single family swelling use. With help from the City Attorney and the City Planner, an amendment to the current Commercial Indoor Lodging land use description has been drafted to better explain and enforce that this is what we consider a commercial activity and you must be in a commercially zoned district to be doing that with a Conditional Use on top of that (having the proper zoning). It was also discussed with Staff that further definition of terms described in the ordinance should be included to help to clarify and enforce this ordinance. Flower asks if licensure requirements could be asked for within the ordinance and also a time limit (1 year, summer or weekend) to be specified as the term of the rental. Brugger agrees but cannot come up with a specific time limit at this time. The State Department of Health does license most tourist destinations and so we will be looking at those definitions as well. Their definitions do not include time limits to Brugger's knowledge. As far as they are concerned if you are there for vacation, whether it is 30 days, 60 days, or 90 days, they want you licensed. So if the State doesn't want to tie themselves down to a time limit, Brugger was thinking maybe the City doesn't want to either. We could then be allowing something that State does not want to allow without licensure and if they have to be licensed do we want to allow it in a residential area? Brugger likes tying it in to the license requirements of the State and if they tie it down in some instances to a time frame then Brugger would be fine with it. Flower asks if a transfer of dollars has to occur to make this commercial. Attorney Draper states that it may not also be a rental; it may be division of ownership that would create the problem as well. Attorney Draper says that there are schemes out there where people are doing month to month leases. We don't want to prohibit someone from signing a lease and circumstances change and they have to move out and then the landlord isn't allowed to find another renter. What's happened is people are renting on a month to month lease and the people will move out after a week and then a new "renter" will move in. This is more vacation rental and people are doing it this way to escape room tax issues. Brugger says we are going to try and close all the loop holes but it will be very complicated. Hartz asked if someone rents out his house for three months, that is not allowed but for a year is? Brugger says that the only time frame drawn that he knows, is that the State Statutes do define rental periods for residential purposes of less than 30 days (maybe 31) as a commercial rental subject to sales tax and room tax. It is defined as transient rental/occupancy. That is what Brugger has been using for his guideline for enforcement as he doesn't have anything else to go by. If it is a commercial activity, you

need to be in a commercial zoning district, then it is commercial indoor lodging (as the State defines it). The Department of Health (who licenses these facilities) they don't include that 30 days because if people are there for transient activity, they still need to be licensed whether it carries on for 30, 60 or 90 days. If you are going to take a vacation, you should be doing it in a licensed facility according to the State. Discussion followed. Hartz/Skates motion to set public hearing date for the proposed amendment to the Zoning ordinance to clarify the regulation of free-standing commercial indoor lodging uses including "Cottages", "Vacation Homes", "Tourist Homes", "Resort Homes", and "Fractional Ownership Units" for September 20, 2010 Plan Commission meeting. Motion carried unanimously.

Set Public Hearing date for amendment to the Official Zoning Map for recently annexed property form the Town of Bloomfield. Hartz/ Flower motion to set public hearing date for the recently annexed property on Wells Street for the September 20, 2010 Plan Commission meeting. Motion carried.

Downtown Design Review.

Bella Vista Hotel Condo Association 335 Wrigley Drive. The winter was hard on the landscaping. They want to remove the current hedges and install 30" tall posts and stringing the ropes from the posts in a nautical theme. There are daylilies, dwarf fountain grass and variegated grass proposed to be underneath the ropes and not to exceed the height of the ropes. If the posts stay at 30" or under, it is considered landscaping and there will be no setback issues. If it is taller, it will be subjected to a Site Plan review as a fence (which would need to adhere to setbacks). Flower/ Olson motion to approve the proposed landscaping improvement for Bella Vista Hotel Condo Association at 335 Wrigley Drive including the compliance on the recommendation from Staff regarding the height of the posts. Motion carries.

Trae Chic 723 Geneva Street. They propose a brown awning with Trae Chic written in white in the center of the awning and the other wording in light tan on the left and right sides of the awning edge. Hartz/Skates motion to approve the awning, color and signage as presented. Motion carries.

Flower/Skates motion to adjourn at 7:42 pm. Motion carried.

/s/ Jennifer Special, Building/Zoning Administrative Assistant

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

STAFF REPORT
To Lake Geneva Plan Commission

Meeting Date: August 16, 2010

Agenda Item #6

Applicant:

Pier Docktors for Robert Glavin
1412 W. Main Street
Lake Geneva, WI 53147

Request:

An addition to the existing pier for an 8'x20' mooring platform to be used for loading / unloading and mooring of watercraft.

Description: The applicant would like to put an addition on their existing pier.

Staff Recommendation: Staff has no objection to the request as we find the submitted plans to be in compliance with ordinance requirements. Staff would recommend a condition that the entire pier complies with all DNR requirements and specifically, those relating to canopy side drops and boat mooring limitations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agenda Item #10

Applicant:

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

Request:

Review and set public hearing date for a proposed amendment to the Zoning Ordinance to clarify the regulation of free-standing commercial indoor lodging uses.

Description: There has been a lot of attention given to various rental and ownership schemes due to the current economic conditions. Staff would propose the attached amendment to clarify what constitutes commercial indoor lodging. We feel this will make the ordinance clearer and enforcement easier.

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

Zoning Administrator

CONDITIONAL USE RESOLUTION 10-R50

A Resolution authorizing issuance of a Conditional Use Permit for an addition to the existing pier for an 8'x20' mooring platform to be used for loading/unloading and mooring of water craft at 1412 Main Street, Lake Geneva, WI 53147 Tax Key ZYUP 00094B

WHEREAS, the City Plan Commission has considered the application of Pier Docktors, and

WHEREAS, The City Plan Commission held a Public Hearing thereon pursuant to proper notice given on August 16, 2010.

NOW, THEREFORE, BE IT RESOLVED, that the Zoning Administrator be, and is hereby authorized, to issue a Conditional Use Permit, for an addition to the existing pier for an 8'x20' mooring platform to be used for loading/unloading and mooring of water craft at 1412 Main Street, Lake Geneva, WI 53147 Tax Key ZYUP 00094B, subject to coming into compliance with all the conditions of the DNR permit including the compliance of the canopy and the number of allowed watercrafts along with any staff recommendations.

Granted by action of the Common Council of the City of Lake Geneva this 23rd day of August, 2010.

_____
James R. Connors, Mayor

ATTEST:

_____
Artis Roenspies, Deputy Clerk

APPLICATION FOR CONDITIONAL USE

City of Lake Geneva

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

1412 West Main - City of Lake Geneva
NE 1/4 of section 35 - Township 2 North, Range 17 East

NAME AND ADDRESS OF CURRENT OWNER:

MAPLE LAWN LLC - Robert & Linda Glavin
1717 Grey Willow Rd. Wheaton IL 60187

TELEPHONE NUMBER OF CURRENT OWNER: 630-918-7777

NAME AND ADDRESS OF APPLICANT:

Pier Docktors Inc - Larry Quist PRES.
P.O. Box 273 Fontana WI 53125

TELEPHONE NUMBER OF APPLICANT: 262-275-5354 / office 262-215-5354 / cell

PROPOSED CONDITIONAL USE:

Private Pier

ZONING DISTRICT IN WHICH LAND IS LOCATED: ER1 Estate Residential

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

Contractor: Pier Docktors Inc.
P.O. Box 273
Fontana WI 53125

SHORT STATEMENT DESCRIBING ACTIVITIES TO BE CARRIED ON AT SITE:

8' x 20' mooring platform to be used for loading & unloading and mooring of water craft.

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

6-19-2010
DATE

Larry Quist / lljd
SIGNATURE OF APPLICANT

AGREEMENT FOR SERVICES

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

Pier Doctors Inc. Larry Quist, as applicant/petitioner for:

Name: Maple Lawn LLC - Robert & Linda Glavin

Address: 1717 Grey Willow Rd.

Wheaton, IL 60187

Phone: 630-918-7777

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

Dated this 19 day of June, 2010.

Larry Quist

Printed name of Applicant/Petitioner

Signature of Applicant/Petitioner

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

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

I.RECORDATION OF ADMINISTRATIVE PROCEDURES

____ **Pre-submittal staff meeting scheduled:**

Date of Meeting: _____ **Time of Meeting:** _____ **Date:** _____ **by:** _____

Follow-up pre-submittal staff meetings scheduled for:

____ **Date of Meeting:** _____ **Time of Meeting:** _____ **Date:** _____ **by:** _____

____ **Date of Meeting:** _____ **Time of Meeting:** _____ **Date:** _____ **by:** _____

____ **Date of Meeting:** _____ **Time of Meeting:** _____ **Date:** _____ **by:** _____

____ **Date of Meeting:** _____ **Time of Meeting:** _____ **Date:** _____ **by:** _____

____ **Application form filed with Zoning Administrator:** **Date:** _____ **by:** _____

____ **Application fee of $ ____ received by Zoning Administrator:** **Date:** _____ **by:** _____

____ **Reimbursement of professional consultant costs agreement executed:** **Date:** _____ **by:** _____

II.APPLICATION SUBMITTAL PACKET REQUIREMENTS

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

Initial Packet (5 Copies to Zoning Administrator) *Date:* _____ *by:* _____

⇓ *Draft Final Packet (1 Copy to Zoning Administrator)* *Date:* _____ *by:* _____

⇓

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

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

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

____ ____ (c)**A written description of the proposed conditional use describing the type of activities, buildings, and structures proposed for the subject property and their general locations (see Site Plan Review checklist);**

____ ____ (d) **A site plan (conforming to the requirements of Section 98-908(3)) of the subject property as**

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

____ ____ (e) **Written justification for the proposed conditional use:**

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

III. JUSTIFICATION OF THE PROPOSED CONDITIONAL USE

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

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

3. Does the proposed conditional use, in its proposed location and as depicted on the required site plan (see Section 98-905(3)(d)), result in any substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan, or any other plan, program, map ordinance adopted or under consideration pursuant to official notice by the City or other governmental agency having jurisdiction to guide development?
   No - there will be no adverse effect

4. How does the proposed conditional use maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?
   It is consistant with lakefront use in the city

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

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

IV.FINAL APPLICATION PACKET INFORMATION

____ Receipt of 5 full scale copies in blueline or blackline of complete Final Application Packet by Zoning Administrator: Date: _____ by: _____

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

____ Certification of complete Final Application Packet and required copies to the Zoning Administrator by City Clerk: Date: _____ by: _____

____ Class 2 Legal Notice sent to official newspaper by City Clerk: Date: _____ by: _____

____ Class 2 Legal Notice published on _____ and _____ by: _____

____ Conditional Use recorded with the County Register of Deeds Office: Date: _____ by: _____

CITY OF LAKE GENEVA PROCEDURAL CHECKLIST FOR: SITE PLAN REVIEW AND APPROVAL (Requirements per Section 98-908)

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

I.RECORDATION OF ADMINISTRATIVE PROCEDURES

____ **Pre-submittal staff meeting scheduled:**

Date of Meeting: _____ **Time of Meeting:** _____ **Date:** _____ **by:** _____

Follow-up pre-submittal staff meetings scheduled for:

____ **Date of Meeting:** _____ **Time of Meeting:** _____ **Date:** _____ **by:** _____

____ **Date of Meeting:** _____ **Time of Meeting:** _____ **Date:** _____ **by:** _____

____ **Date of Meeting:** _____ **Time of Meeting:** _____ **Date:** _____ **by:** _____

____ **Date of Meeting:** _____ **Time of Meeting:** _____ **Date:** _____ **by:** _____

____ **Application form filed with Zoning Administrator:** **Date:** _____ **by:** _____

____ **Application fee of $ ____ received by Zoning Administrator:** **Date:** _____ **by:** _____

____ **Reimbursement of professional consultant costs agreement executed:** **Date:** _____ **by:** _____

II.APPLICATION SUBMITTAL PACKET REQUIREMENTS

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

Initial Packet (5 Copies to Zoning Administrator) *Date:* _____ *by:* _____

⇓ *Draft Final Packet (1 Copy to Zoning Administrator)* *Date:* _____ *by:* _____

⇓

____ ____ (a) A **written description of the intended use describing in reasonable detail the:**

- ____Existing zoning district(s) (and proposed zoning district(s) if different);
- ____Land use plan map designation(s);
- ____Current land uses present on the subject property;
- ____Proposed land uses for the subject property (per Section 98-206);
- ____Projected number of residents, employees, and daily customers;
- ____Proposed amount of dwelling units, floor area, impervious surface area, and landscape surface area, and resulting site density, floor area ratio, impervious surface area ratio, and landscape surface area ratio;
- ____Operational considerations relating to hours of operation, projected normal and peak water usage, sanitary sewer or septic loadings, and traffic generation;

____Operational considerations relating to potential nuisance creation pertaining to noncompliance with the performance standards addressed in Article VII (Sections 98-701-98-721) including: street access, traffic visibility, parking, loading, exterior storage, exterior lighting, vibration, noise, air pollution, odor, electromagnetic radiation, glare and heat, fire and explosion, toxic or noxious materials, waste materials, drainage, and hazardous materials;

____If no nuisances will be created (as indicated by complete and continuous compliance with the provisions of Article VII), then include the statement "The proposed development shall comply with all requirements of Article VII.";

____Exterior building and fencing materials (Sections 98-718 and 98-720);

____Possible future expansion and related implications for points above;

____Any other information pertinent to adequate understanding by the Plan Commission of the intended use and its relation to nearby properties.

____ ____ (b) A **Small Location Map** at 11" x 17" showing the subject property, all properties within 300 feet, and illustrating its relationship to the nearest street intersection. (A photocopy of the pertinent section of the City's Official Zoning Map with the subject property clearly indicated shall suffice to meet this requirement.)

____ ____ (c) **A Property Site Plan drawing which includes:**

____A title block which indicates the name, address and phone/fax number(s) of the current property owner and/or agent(s) (developer, architect, engineer, planner) for project;

____The date of the original plan and the latest date of revision to the plan;

____A north arrow and a graphic scale (not smaller than one inch equals 100 feet);

____A reduction of the drawing at 11" x 17";

____A legal description of the subject property;

____All property lines and existing and proposed right-of-way lines with bearings and dimensions clearly labeled;

____All existing and proposed easement lines and dimensions with a key provided and explained on the margins of the plan as to ownership and purpose;

____All required building setback lines;

____All existing and proposed buildings, structures, and paved areas, including building entrances, walks, drives, decks, patios, fences, utility poles, drainage facilities, and walls;

____The location and dimension (cross-section and entry throat) of all access points onto public streets;

____The location and dimension of all on-site parking (and off-site parking provisions if they are to be employed), including a summary of the number of parking stalls provided versus required by the Ordinance;

____The location and dimension of all loading and service areas on the subject property and labels indicating the dimension of such areas;

____The location of all outdoor storage areas and the design of all screening devices;

____The location, type, height, size and lighting of all signage on the subject property;

____The location, height, design/type, illumination power and orientation of all exterior lighting on the subject property -- including the clear demonstration of compliance with Section 98-707;

____The location and type of any permanently protected green space areas;

____The location of existing and proposed drainage facilities;

____In the legend, data for the subject property on:

____Lot Area;

____Floor Area;

____Floor Area Ratio (b/a);

____Impervious Surface Area;

____Impervious Surface Ratio (d/a);

____Building Height.

____ ____ (d) **A Detailed Landscaping Plan of the subject property:**

____Scale same as main plan (> or equal to 1" equals 100')

____Map reduction at 11" x 17"

____Showing the location of all required bufferyard and landscaping areas
____Showing existing and proposed Landscape Point fencing
____Showing berm options for meeting said requirements
____Demonstrating complete compliance with the requirements of Article VI
____Providing individual plant locations and species, fencing types and heights, and berm heights;

____ ____ (e) A <u>Grading and Erosion Control Plan</u>:

____Same scale as the main plan (> or equal to 1" equals 100')
____Map reduction at 11" x 17")
____Showing existing and proposed grades including retention walls and related devices, and erosion control measures.

____ ____ (f) <u>Elevation Drawings</u> **of proposed buildings or remodeling of existing buildings:**

____Showing finished exterior treatment;
____With adequate labels provided to clearly depict exterior materials, texture, color and overall appearance;
____Perspective renderings of the proposed project and/or photos of similar structures may be submitted, but not in lieu of adequate drawings showing the actual intended appearance of the buildings.

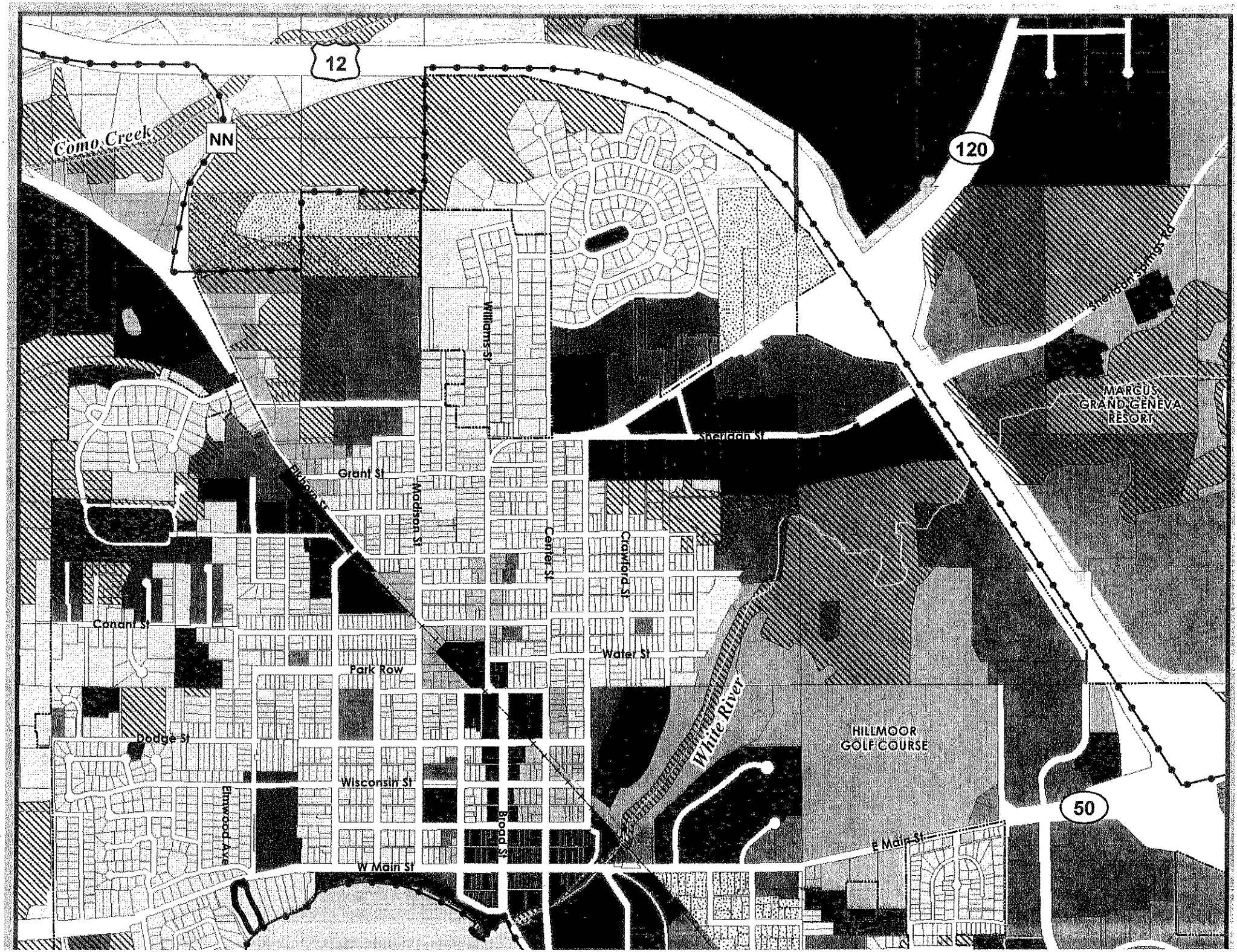
NOTE: **Initiation of Land Use or Development Activity**: Absolutely no land use or development activity, including site clearing, grubbing, or grading shall occur on the subject property prior to the approval of the required site plan. Any such activity prior to such approval shall be a violation of law and shall be subject to all applicable enforcement mechanisms and penalties.

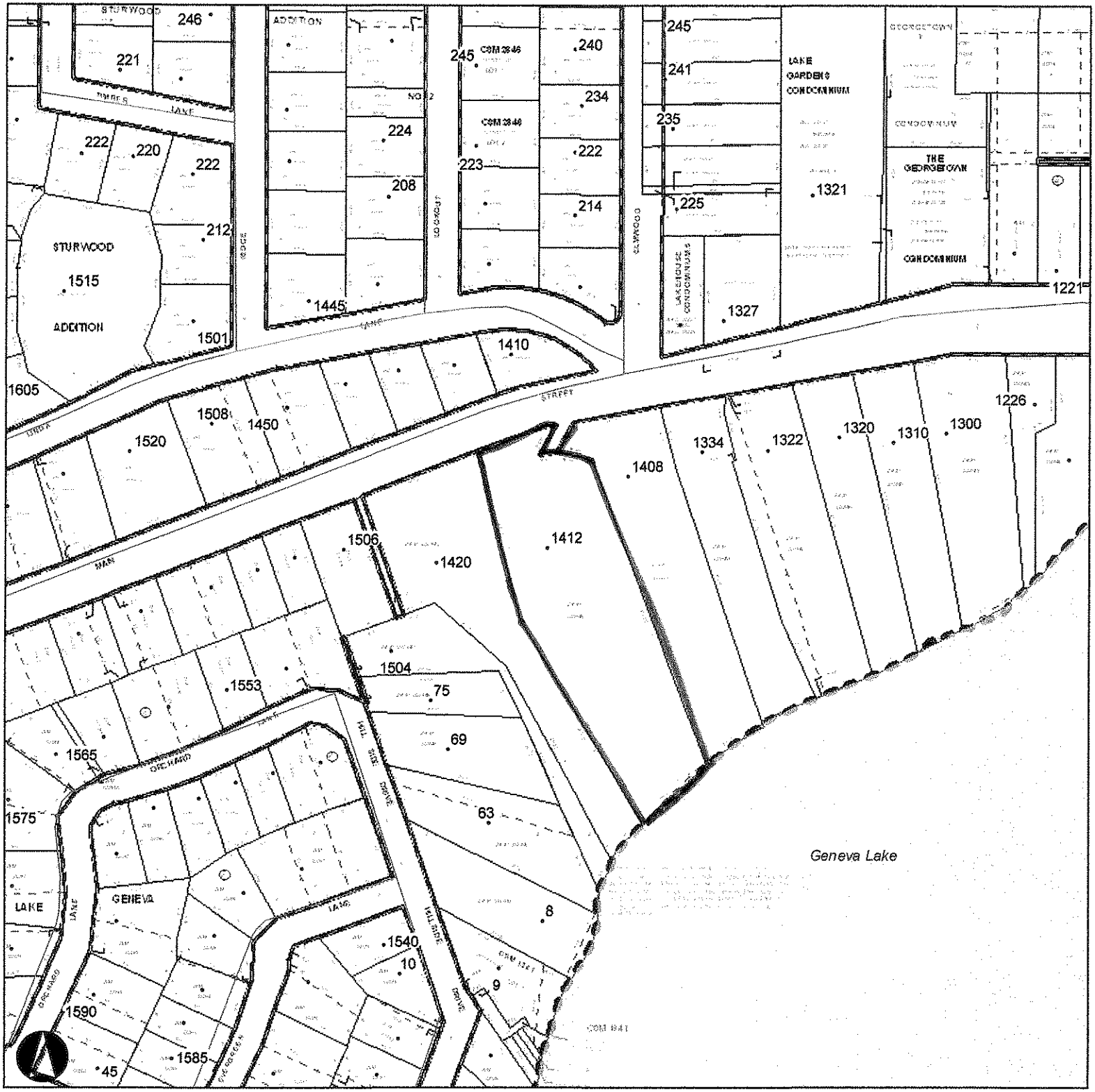
NOTE: **Modification of an Approved Site Plan**: Any and all variation between development and/or land use activity on the subject property and the approved site plan is a violation of law. An approved site plan shall be revised and approved via the procedures of Subsections 98-908(2) and (4) so as to clearly and completely depict any and all proposed modifications to the previously approved site plan, prior to the initiation of said modifications.

III.FINAL APPLICATION PACKET INFORMATION

____ **Receipt of 5 full scale copies in blueline or blackline of complete Final Application Packet by Zoning Administrator:** **Date:** _____ **by:** _____

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


12
NN
Como Creek
120
Williams St
Sheridan Springs Rd
MARCUS GRAND GENEVA RESORT
Sheridan St
Grant St
Madison St
Center St
Crawford St
Conant St
Park Row
Water St
White River
HILLMOOR GOLF COURSE
Dodge St
Wisconsin St
Elmwood Ave
Broad St
E Main St
W Main St
50



Walworth County
Interactive Mapping System

- Address Points

PLSS Lines
- PLSS Section Line
- PLSS Quarter Section Line
- Shoreland Area
- Floodplain
- Gross Sanitary District
- Extra Territorial Zoning Area

USGS Streams
- Perennial Stream
- Intermittent Stream
- Soil Survey Area

Comp Land Use Plan 2035
- Urban Density Residential - Less than 5.0 acres/dwelling
- Rural Density Residential - At Least 5.0 acres/dwelling
- Commercial
- Commercial/Recreational
- Mixed Use
- Industrial
- Government and Institutional
- Recreational
- Transportation, Communication and Utilities
- Agricultural Related Manufacturing, Warehousing and Manufacturing
- Streets and Highways
- Urban Reserve
- Extractive
- Sanitary Landfill
- Prime Agricultural - Min Parcel Size: 35 ac.
- Other Agricultural, Rural Residential (5 to 34 acres/dwelling)
- Other Agricultural, Rural Residential (5 to 19 acres/dwelling)
- Other Agricultural, Rural Residential (20 to 34 acres/dwelling)
- Primary Environmental Corridor
- Secondary Environmental Corridor
- Isolated Natural Resource Area
- Owner - DNR; Owner - DOT
- Other Open Lands to be Preserved
- Surface Water

2000 Environmental Corridors
- Primary Environmental Corridor
- Secondary Environmental Corridor
- Isolated Natural Resource Area
- Surface Water

2 FT Topographic Contours
- Index
- Intermediate
- Index Depression
- Intermediate Depression
- Approximate Index
- Approximate Intermediate
- Approximate Index Depression
- Approximate Intermediate Depression
- Spot Elevations
- Structure Outlines
- Right-of-Way

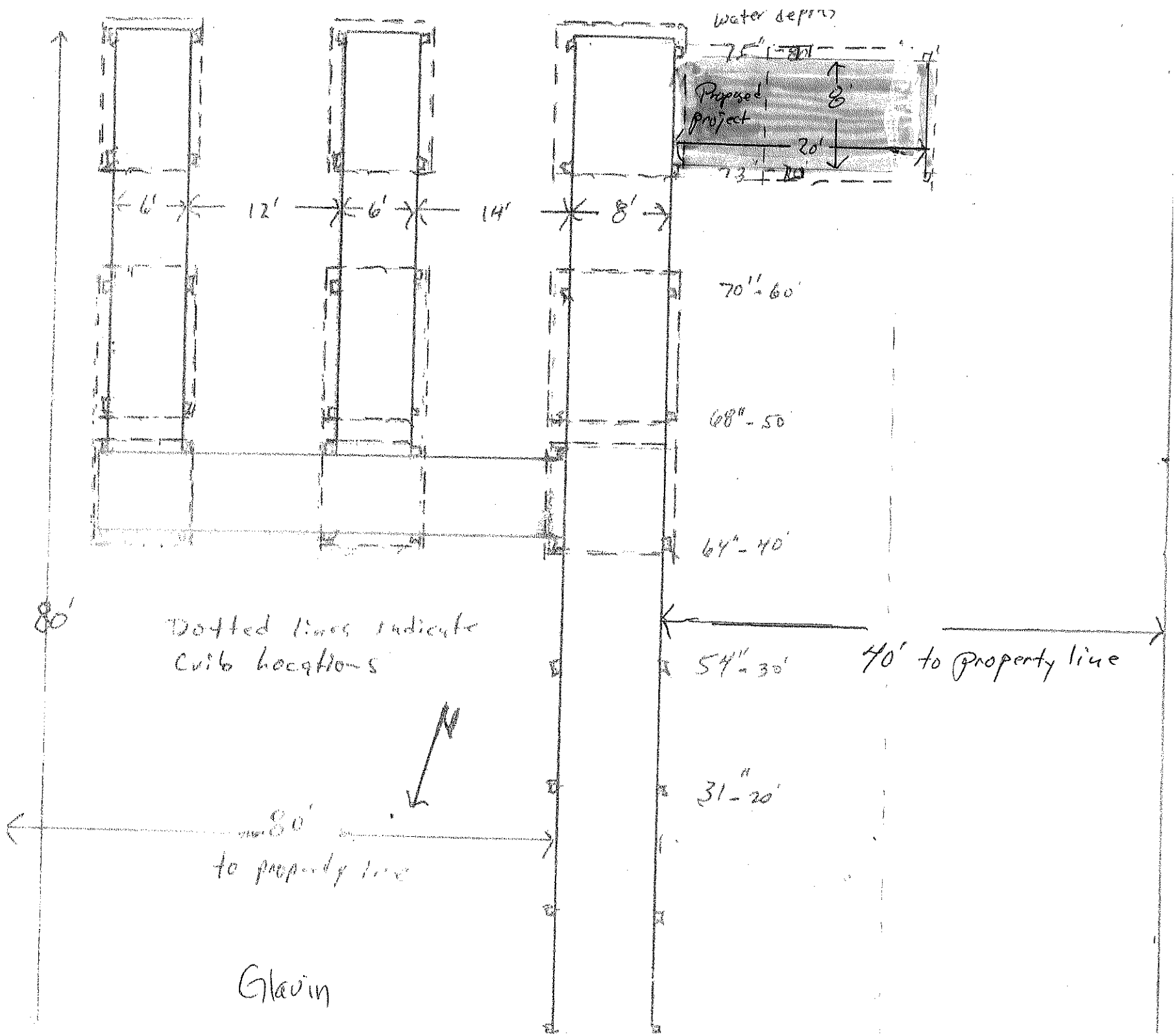
Parcel Lines
- Parcel Line
- Extended Parcel Line
- Tie Line
- Meander Line
- Tax Parcels

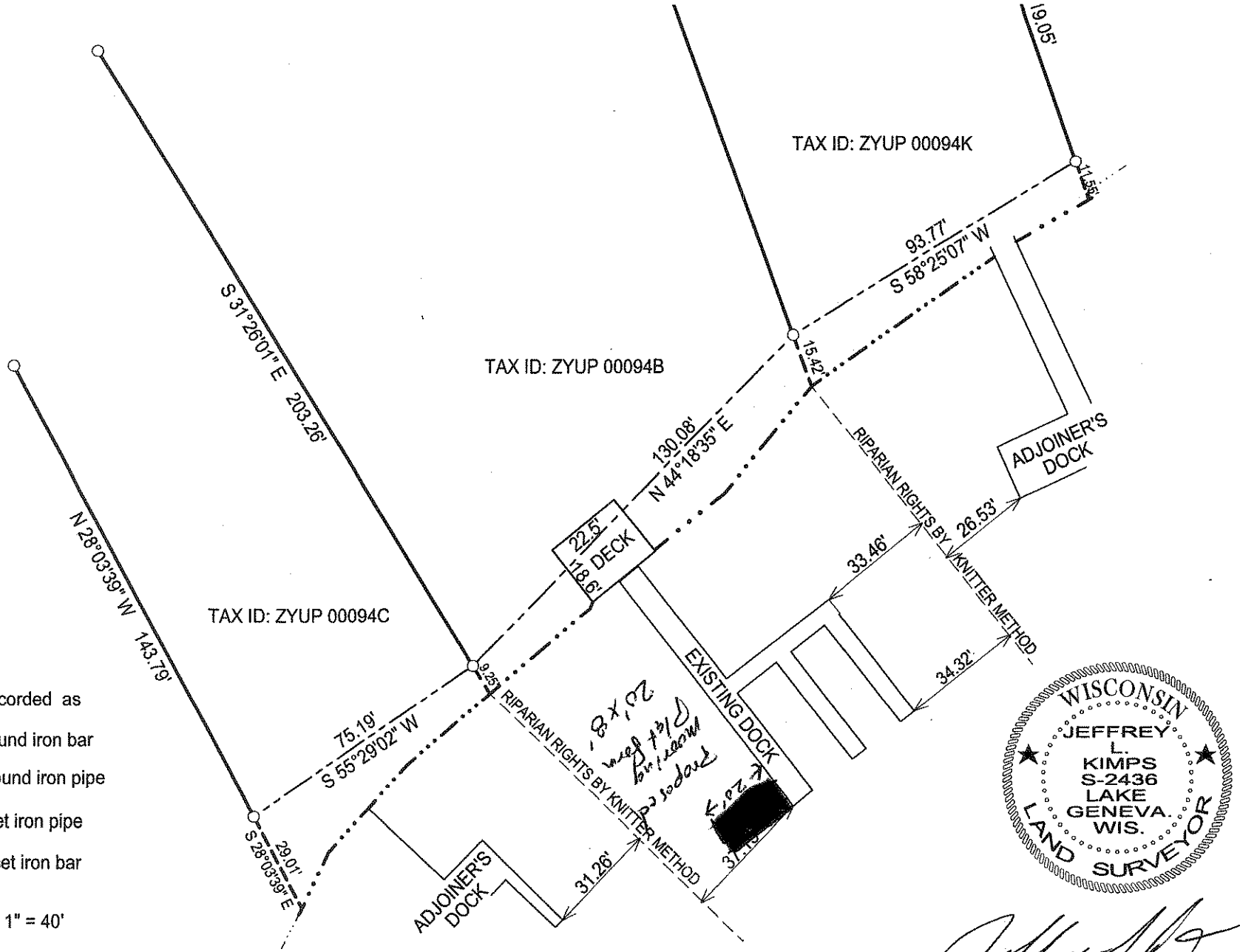
Platted Lands
- Subdivision Plat; Assessors Plat
- Certified Survey Map
- Condominium Plat
- Cemetery Plat
- Civil Division Boundary

The information provided on this map has been produced and processed from sources believed to be reliable. No warranty, expressed or implied, is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of this information. The information contained herein will not be accepted as an official document.

1 inch = 192 feet

0 200 400 Feet


Water depths
7.5'
Proposed Project
8'
20'
13'
6'
12'
6'
14'
8'
70" - 60'
68" - 50'
64" - 40'
80'
Dotted lines indicate crib locations
54" - 30'
40' to property line
N
31" - 20'
80'
to property line
Glavin



( )= recorded as

□ = found iron bar

○ = found iron pipe

● = set iron pipe

■ = set iron bar

SCALE 1" = 40'

JOB # 10-92

TAX ID # ZYUP 00094B

"I hereby certify that I have surveyed the above described property and that the above map is a true representation of its exterior boundary and shows the size and location of all visible structures, apparent easements and encroachments if any."

This survey is made for the present owners of the property, and those who purchase, mortgage, or guarantee the title thereto, within one year from the date hereof.

JEFFREY L. KIMPS S - 2436
Wisconsin Registered Land Surveyor
(original if signed in red)
DATED THIS 28th, DAY OF JUNE 2010.

State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Jim Doyle, Governor
Matthew J. Frank, Secretary
Gloria L. McCutcheon, Regional Director

Southeast Region Headquarters
2300 N. Dr. Martin Luther King, Jr. Drive
Milwaukee, Wisconsin 53212-3128
FAX 414-263-8606
Telephone 414-263-8500
TTY Access via relay - 711

06/11/2010

IP-SE-2010-65-01108

Maple Lawn LLC
1717 Grey Willow Road
Wheaton , IL 60187

Dear Sir or Madam:

We have reviewed your application for a permit to place an addition onto an existing pier on the bed of Geneva Lake, located in the City of Lake Geneva, Walworth County. You will be pleased to know your application is approved with a few limitations.

I am attaching a copy of your permit, which lists the conditions that must be followed. A copy of the permit must be posted for reference at the project site. Please read your permit conditions carefully so that you are fully aware of what is expected of you. **Please pay careful attention to the special conditions added to address the viral hemorrhagic septicemia (VHS) virus.**

Please note you are required to submit photographs of the completed project within 7 days after you've finished construction. This helps both of us to document the completion of the project and compliance with the permit conditions.

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

If you have any questions about your permit, please call me at (262) 574-2136.

Sincerely,

Pam Schense

Pam Schense
Water Management Specialist

cc: ACOE - Stacy Marshall
Walworth County LURM
City of Lake Geneva
Pier Docktors

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

Pier PERMIT
IP-SE-2010-65-01108

Maple Lawn LLC is hereby granted under Section 30.12(3m), Wisconsin Statutes, a permit to place an addition onto an existing pier on the bed of Geneva Lake, located in the City of Lake Geneva, Walworth County, also described as in the NE1/4 of Section 35, Township 2 North, Range 17 East, subject to the following conditions:

PERMIT

1. You must notify Pam Schense at phone (262) 574-2136 before starting construction and again not more than 5 days after the project is complete.

2. You must complete the project as described on or before 10/01/2011. If you will not complete the project by this date, you must submit a written request for an extension prior to the expiration date of the permit. Your request must identify the requested extension date and the reason for the extension. A permit extension may be granted, for good cause, by the Department. You may not begin or continue construction after the original permit expiration date unless the Department grants a new permit or permit extension in writing.

3. This permit does not authorize any work other than what you specifically describe in your application and plans, and as modified by the conditions of this permit. If you wish to alter the project or permit conditions, you must first obtain written approval of the Department.

4. You are responsible for obtaining any permit or approval that may be required for your project by local zoning ordinances and by the U.S. Army Corps of Engineers before starting your project.

5. Upon reasonable notice, you shall allow access to your project site during reasonable hours to any Department employee who is investigating the project's construction, operation, maintenance or permit compliance.

6. The Department may modify or revoke this permit if the project is not completed according to the terms of the permit, or if the Department determines the activity is detrimental to the public interest.

7. You must post a copy of this permit at a conspicuous location on the project site, visible from the waterway, for at least five days prior to construction, and remaining at least five days after construction. You must also have a copy of the permit and approved plan available at the project site at all times until the project is complete.

8. Your acceptance of this permit and efforts to begin work on this project signify that you have read, understood and agreed to follow all conditions of this permit.

9. You must submit a series of photographs to the Department, within one week of completion of work on the site. The photographs must be taken from different vantage points and depict all work authorized by this permit.

10. You must supply a copy of this permit to every contractor associated with this project.

The following steps should be taken *every time* you move your equipment to avoid transporting invasive and exotic viruses and species. To the extent practicable, equipment and gear used on infested waters should not be used on other non-infested waters.

1. **Inspect and remove** aquatic plants, animals, and mud from your equipment.
2. **Drain all water** from your equipment that comes in contact with infested waters, including but not limited to tracked vehicles, barges, boats, silt or turbidity curtain, hoses, sheet pile and pumps
3. Dispose of aquatic plants, animals in the trash. Never release or transfer aquatic plants, animals or water from one waterbody to another.
4. Wash your equipment with hot (>104° F) and/or high pressure water OR allow your equipment to Dry thoroughly for 5 days.

FINDINGS OF FACT

1. Maple Lawn LLC has filed an application for a permit to place an addition onto an existing pier on the bed of Geneva Lake, located in the City of Lake Geneva, Walworth County, also described as in the NE 1/4 of Section 35, Township 2 North, Range 17 East. The property address is 1412 W. Main Street.

2. The project will consist of the placement of an addition onto an existing pier. The main stem of the existing pier is 8 feet wide by 100 feet long with two pier slips. An 8-foot wide by 20-foot long L-section will be added to the pier on the side opposite the slips. One rock-filled crib will support the addition.

3. The Department has completed an investigation of the project site and has evaluated the project as described in the application and plans. The property includes approximately 130 feet of frontage on the lake with an existing pier. The existing pier was authorized by the Department under permit #IP-SE-2007-0226.

4. This permit authorizes the mooring of a maximum of three watercraft at the property (including but not limited to boats, personal watercraft/jet skis, canoes and paddleboats). In the event that more than three watercraft are being moored, this permit is no longer valid unless the applicant applies for and receives Department approval for an amendment to this permit to allow the additional moorings.

5. The proposed project, if constructed in accordance with this permit will not adversely affect water quality, will not increase water pollution in surface waters and will not cause environmental pollution as defined in s. 283.01(6m), Wis. Stats.

6. This project will not impact wetlands if constructed in accordance with this permit.

7. The Department of Natural Resources and the applicant have completed all procedural requirements and the project as permitted will comply with all applicable requirements of Sections 1.11, 30.12(3m), Wisconsin Statutes and Chapters NR 102, 103, 150, 299 and 326 of the Wisconsin Administrative Code.

Dated at Waukesha Service Center, Wisconsin on 06/11/2010.

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
For the Secretary

By
Pam Schense
Water Management Specialist

SUMMER WIND VII LLC
9 N LAKESHORE DR

LAKE GENEVA, WI 53147

WISCONSIN BARN RAISERS, LLC
P. O. BOX 778

WILLIAMS BAY, WI 53191

RICHARD P CATTEY
KATHERINE M CATTEY
12439 N. LAKE SHORE DR

MEQUON, WI 53092

MARGARET A DAVITT
737 NOLAN AVE

GLENDALE HEIGHTS, IL 60139

DANIEL A NILES
JO A NILES
1450 LINDA LN

LAKE GENEVA, WI 53147

LORAINE BOUTELLE
204 LOOKOUT DR

LAKE GENEVA, WI 53147

MICHAEL R KUEHN
1407 LINDA LN

LAKE GENEVA, WI 53147

DONALD D ADAMS
MARY C ADAMS
5638 N WESTERN AVE

CHICAGO, IL 60659

W J GOES
P O BOX 806227
433 W HARRISON

CHICAGO, IL 60680

JAMES E WILLETT TRUST
KATHRYN A WILLETT TRUST
3404 ROADADAMS

OAKBROOK, IL 60523

WILLIAM Z PETROPOULOS
1300B E. RANDOLPH CT

MILWAUKEE, WI 53213

HENRY SAILER, JR CUSTODIAN
FOR LANE HASELHOEF SAILER
W5255 LAKEVILLE

WALWORTH, WI 53184

CJB INVESTMENTS, LLC
221 WOODGLEN DR

OAK BROOK, IL 60523

BRETT D BIWER
1434 LINDA LN

LAKE GENEVA, WI 53147

JOSEPH WYNNE TRUST
MARGARET T WYNNE TRUST
PO BOX 275

LOMBARD, IL 60148

MARIA HALPIN
JEFFREY HALPIN
211 LOOKOUT DR

LAKE GENEVA, WI 53147

JOSEPH J O'NEILL
214 ELMWOOD AVE

LAKE GENEVA, WI 53147

MAPLE LAWN LLC
8400 MALLOW LN

NAPLES, FL 34113

LAWRENCE J FRANKEL
PAMELA J FRANKEL
4 WOODLAND COURT EAST

RIVERWOODS, IL 60015

HARDEK 1997 TRUST
3732 S TRIPP AVE

OAK LAWN, IL 60453

ELIZABETH M LENTO TRUST
610 MCHUGH RD

YORKVILLE, IL 60560

WISCONSIN BARN RAISERS, LLC
P. O. BOX 778

WILLIAMS BAY, WI 53191

DIANE CARNEY
MICHAEL J CARNEY
1410 LINDA LN

LAKE GENEVA, WI 53147

DANIEL S DRAPER
EDITH G DRAPER
1440 LINDA LN

LAKE GENEVA, WI 53147

FREDRIC B LOCKE
SUSAN M LOCKE
3405 WALDEN AVE

SIOUX CITY, IA 52206

GEORGE S CONDOS TRUST
HELEN CONDOS TRUST
1415 LINDA LN

LAKE GENEVA, WI 53147

EDWARD M FLAHERTY
LEANNE R FLAHERTY
5975 N ODELL

CHICAGO, IL 60631

MARY L BRAULT RESIDENTL
JEROME J BRAULT RESIDENTL
850 N DEWITT PLACE
#18C
CHICAGO, IL 60611

PAUL & HARRIETT LAGERLOF,
TRUSTEES
69 HILLSIDE DR
PO BOX 1144
LAKE GENEVA, WI 53147

DAVID NELSON
GEORGIA R NELSON
N2270 FOLLY LN

LAKE GENEVA, WI 53147

HERSHEL H HERRENDORF TRUST
180 E PEARSON, #5701

CHICAGO, IL 60611

EDITH G ANDREW TRUST
14628 JOHN HUMPHREY DR

ORLAND PARK, IL 60462

JAY R GOTTLIEB
1040 LAKESHORE DR

CHICAGO, IL 60601

CONDITIONAL USE RESOLUTION 10-R51

A Resolution authorizing issuance of a Conditional Use Permit, to provide Outdoor Commercial Entertainment at 335 Wrigley Drive, Tax Key Number ZMER 00001-00040.

WHEREAS, the City Plan Commission has considered the application of Bella Vista Hotel Condo Association, and

WHEREAS, The City Plan Commission held a Public Hearing thereon pursuant to proper notice given on August 16, 2010.

NOW, THEREFORE, BE IT RESOLVED, that the Zoning Administrator be, and is hereby authorized, to issue a Conditional Use Permit to Bella Vista Hotel Condo Association, 335 Wrigley Drive, Lake Geneva, WI 53147 to provide Outdoor Commercial Entertainment at 335 Wrigley Drive, Tax Key Number ZMER 00001-00040 with the conditions that the time of the music be 10:00am to 11:00pm, the limit on the volume not be discernable off the property, to include staff recommendations and also have a probationary time frame until the end of October for review in November to verify there is not an issue with the noise.

Granted by action of the Common Council of the City of Lake Geneva this 23rd day of August, 2010.

_____
James R. Connors, Mayor

ATTEST:

_____
Artis Roenspies, Deputy Clerk

APPLICATION FOR CONDITIONAL USE

City of Lake Geneva

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

335 Wrigley Drive, Lake Geneva WI 53147

NAME AND ADDRESS OF CURRENT OWNER:

Bella Vista Suites Hotel Condo Association
335 Wrigley Drive, Lake Geneva, WI 53147

TELEPHONE NUMBER OF CURRENT OWNER: 262 - 248 - 2100

NAME AND ADDRESS OF APPLICANT:

Tom Huslop General Manager of Bella Vista Suites
335 Wrigley Drive, Lake Geneva, WI 53147

TELEPHONE NUMBER OF APPLICANT: 262 - 248 - 2100

PROPOSED CONDITIONAL USE:

Using the outside veranda to serve our Hotel patrons and guests food and beverage and to provide light music on Saturday and Sunday afternoons

ZONING DISTRICT IN WHICH LAND IS LOCATED:

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

None

SHORT STATEMENT DESCRIBING ACTIVITIES TO BE CARRIED ON AT SITE:

Hotel patrons and guest seated on the veranda enjoying the view of the lake with food and beverage

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

8/7/10
DATE

SIGNATURE OF APPLICANT

AGREEMENT FOR SERVICES

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

Tom Huplop, as applicant/petitioner for:

Name: Bella Vista Suites

Address: 335 Wrigley Drive
Lake Geneva, WI 53147

Phone: 262-248-2100

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

Dated this _____ day of _____, 201__.

_____
Printed name of Applicant/Petitioner

_____
Signature of Applicant/Petitioner

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

____ ____ (e) **Written justification for the proposed conditional use:**

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

III. JUSTIFICATION OF THE PROPOSED CONDITIONAL USE

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

   This proposed conditional use is in harmony with the city goal of promoting tourism and partnering with other local business, recreation providers, and economic development organizations to strengthen the tourism demand and leverage of Lake Geneva brand name

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

   The location of our lifestyle which has spectacular views of Lake Geneva and the Rivers does will certainly help generate returning and new visitors to lake Geneva and Belle Vista Suites

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

   No use will fit into the other recreational and restaurant/lounge venues located in close proximity to the hotel

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

   Please refer to questions 1 and 2

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

   Yes the location will not cause any undue burden on current or future utilities or services serving the area

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

   Yes this area will provide enjoyment and pleasure to our guests and will be able to enjoy the resort atmosphere and views of Geneva Lake.

CITY OF LAKE GENEVA PROCEDURAL CHECKLIST FOR: SITE PLAN REVIEW AND APPROVAL (Requirements per Section 98-908)

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

I.RECORDATION OF ADMINISTRATIVE PROCEDURES

____ **Pre-submittal staff meeting scheduled:**

Date of Meeting: _____ **Time of Meeting:** _____ **Date:** _____ **by:** _____

Follow-up pre-submittal staff meetings scheduled for:

____ **Date of Meeting:** _____ **Time of Meeting:** _____ **Date:** _____ **by:** _____

____ **Date of Meeting:** _____ **Time of Meeting:** _____ **Date:** _____ **by:** _____

____ **Date of Meeting:** _____ **Time of Meeting:** _____ **Date:** _____ **by:** _____

____ **Date of Meeting:** _____ **Time of Meeting:** _____ **Date:** _____ **by:** _____

____ **Application form filed with Zoning Administrator:** **Date:** _____ **by:** _____

____ **Application fee of $ ____ received by Zoning Administrator:** **Date:** _____ **by:** _____

____ **Reimbursement of professional consultant costs agreement executed:** **Date:** _____ **by:** _____

II.APPLICATION SUBMITTAL PACKET REQUIREMENTS

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

Initial Packet (5 Copies to Zoning Administrator) *Date:* _____ *by:* _____

⇓ *Draft Final Packet (1 Copy to Zoning Administrator)* *Date:* _____ *by:* _____

⇓

____ ____ (a) **A written description of the intended use describing in reasonable detail the:**

1 Existing zoning district(s) (and proposed zoning district(s) if different);

2 Land use plan map designation(s);

3 Current land uses present on the subject property;

4 Proposed land uses for the subject property (per Section 98-206);

5 Projected number of residents, employees, and daily customers;

6 Proposed amount of dwelling units, floor area, impervious surface area, and landscape surface area, and resulting site density, floor area ratio, impervious surface area ratio, and landscape surface area ratio;

7 Operational considerations relating to hours of operation, projected normal and peak water usage, sanitary sewer or septic loadings, and traffic generation;

____Operational considerations relating to potential nuisance creation pertaining to noncompliance with the performance standards addressed in Article VII (Sections 98-701-98-721) including: street access, traffic visibility, parking, loading, exterior storage, exterior lighting, vibration, noise, air pollution, odor, electromagnetic radiation, glare and heat, fire and explosion, toxic or noxious materials, waste materials, drainage, and hazardous materials;

8 If no nuisances will be created (as indicated by complete and continuous compliance with the provisions of Article VII), then include the statement "The proposed development shall comply with all requirements of Article VII.";

9 Exterior building and fencing materials (Sections 98-718 and 98-720);

10 Possible future expansion and related implications for points above;

____Any other information pertinent to adequate understanding by the Plan Commission of the intended use and its relation to nearby properties.

____ ____ (b) **A <u>Small Location Map</u>** at 11" x 17" showing the subject property, all properties within 300 feet, and illustrating its relationship to the nearest street intersection. (A photocopy of the pertinent section of the City's Official Zoning Map with the subject property clearly indicated shall suffice to meet this requirement.)

____ ____ (c) **A <u>Property Site Plan</u> drawing which includes:**

____A title block which indicates the name, address and phone/fax number(s) of the current property owner and/or agent(s) (developer, architect, engineer, planner) for project;

____The date of the original plan and the latest date of revision to the plan;

____A north arrow and a graphic scale (not smaller than one inch equals 100 feet);

____A reduction of the drawing at 11" x 17";

____A legal description of the subject property;

____All property lines and existing and proposed right-of-way lines with bearings and dimensions clearly labeled;

____All existing and proposed easement lines and dimensions with a key provided and explained on the margins of the plan as to ownership and purpose;

____All required building setback lines;

____All existing and proposed buildings, structures, and paved areas, including building entrances, walks, drives, decks, patios, fences, utility poles, drainage facilities, and walls;

____The location and dimension (cross-section and entry throat) of all access points onto public streets;

____The location and dimension of all on-site parking (and off-site parking provisions if they are to be employed), including a summary of the number of parking stalls provided versus required by the Ordinance;

____The location and dimension of all loading and service areas on the subject property and labels indicating the dimension of such areas;

____The location of all outdoor storage areas and the design of all screening devices;

____The location, type, height, size and lighting of all signage on the subject property;

____The location, height, design/type, illumination power and orientation of all exterior lighting on the subject property -- including the clear demonstration of compliance with Section 98-707;

____The location and type of any permanently protected green space areas;

____The location of existing and proposed drainage facilities;

____In the legend, data for the subject property on:

____Lot Area;

____Floor Area;

____Floor Area Ratio (b/a);

____Impervious Surface Area;

____Impervious Surface Ratio (d/a);

____Building Height.

____ ____ (d) **A <u>Detailed Landscaping Plan</u> of the subject property:**

____Scale same as main plan (> or equal to 1" equals 100')

____Map reduction at 11" x 17"

(a)

1. General Business

2. General Business

3. We operate a thirty nine room all suite hotel with limited food and beverage operation.

4. We are proposing to utilize our outside Veranda area which is adjacent to our current Lobby Lounge and over looks Geneva Lake and the Rivera docks. We are looking to create a casual, upscale atmosphere with light food and beverage service to our hotel patrons and guests with spectacular views of the lake and sunsets. Seating on the veranda will consist of nine tables with umbrellas and four chairs per table for a total capacity of thirty six (36) persons.
Music (if provided would be recorded stereo and speaker system) and would consist of Jazz, Classical, New age, instrumental, soft rock or similar. Music would be low in tone and volume so as not to disturb the general area or hotel patrons residing in the over head suites. Hours for the music will be 10 AM to midnight.
The addition of this feature to our hotel will allow Bella Vista Suites to provide additional services to hotel patrons as well as outside guests and enable it to offer services comparable to those of its competitors. This in turn will develop new and repeat business to the hotel, increasing overall revenues and city tax receipts.

Current parking capacity is 63 spaces as outlined in the condominium documents.
Areas For Non-Simultaneous Parking:
Seating Capacity is as follows:

Bar	9
Lounge Tables	21
Breakfast Room	18 (we do not use this room for breakfast)
Total Capacity	48

New proposed seating:

Bar	10
Lounge Tables	34
Veranda	36
Total Capacity	80

Since our lounge has been open we have experienced 60% of our business coming from our hotel guest. Using this percentage 60 % of the new 80 seats is 48 seats. the remaining 32 seats more than satisfies the parking/seating requirements of the condominium documents for non hotel guests.

5. We are projecting daily customer counts to vary from midweek to the Weekends with the weekends producing 75 customers daily.

6. Impervious surface area is 21,344 square feet. Total square footage for the entire floor area is 54,720 square feet.

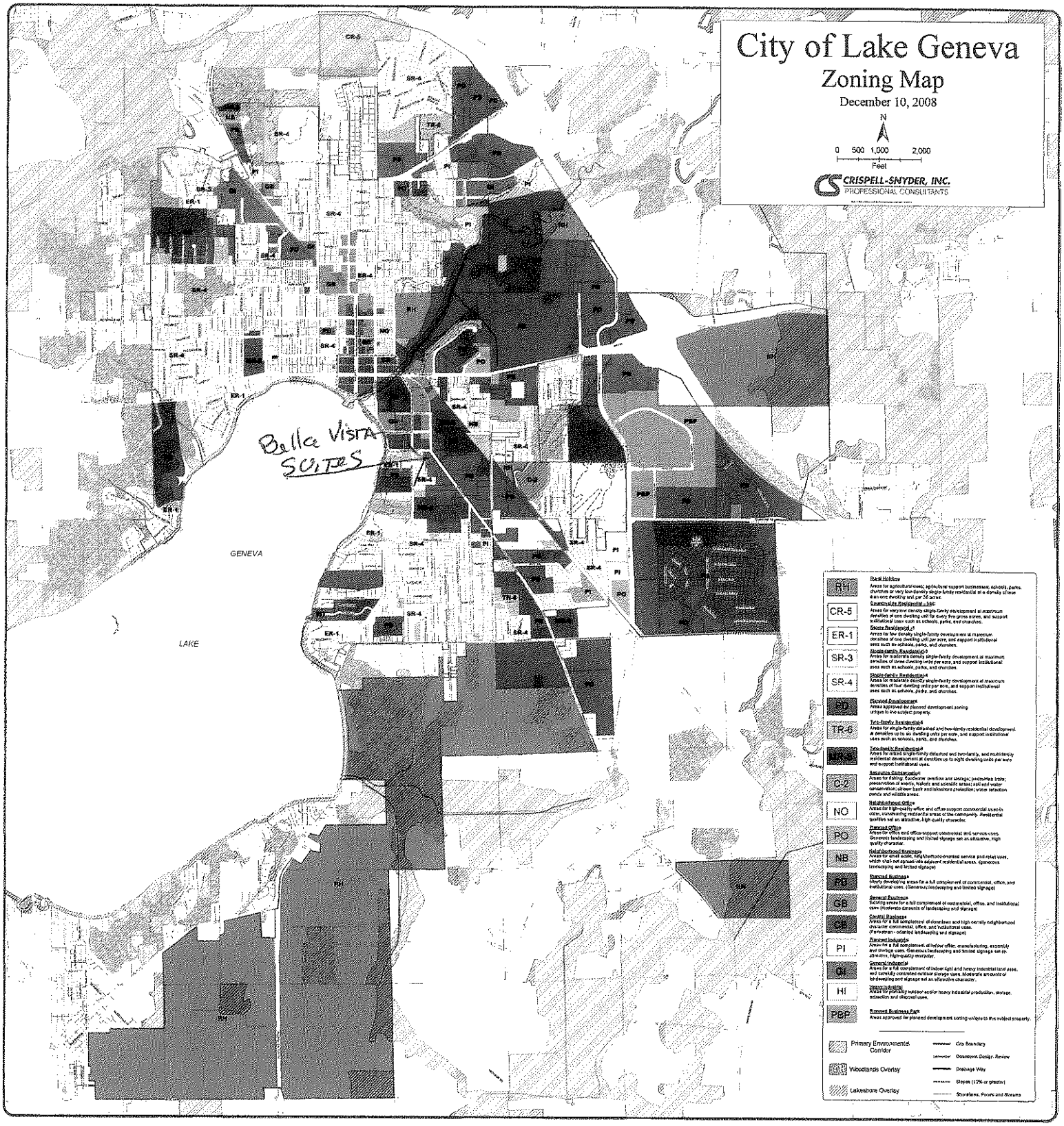
7. Operational hours will be 10 A.M. to midnight each day.

8. The proposed development shall comply with all requirement of Article VII.

9. We are not making any exterior changes.

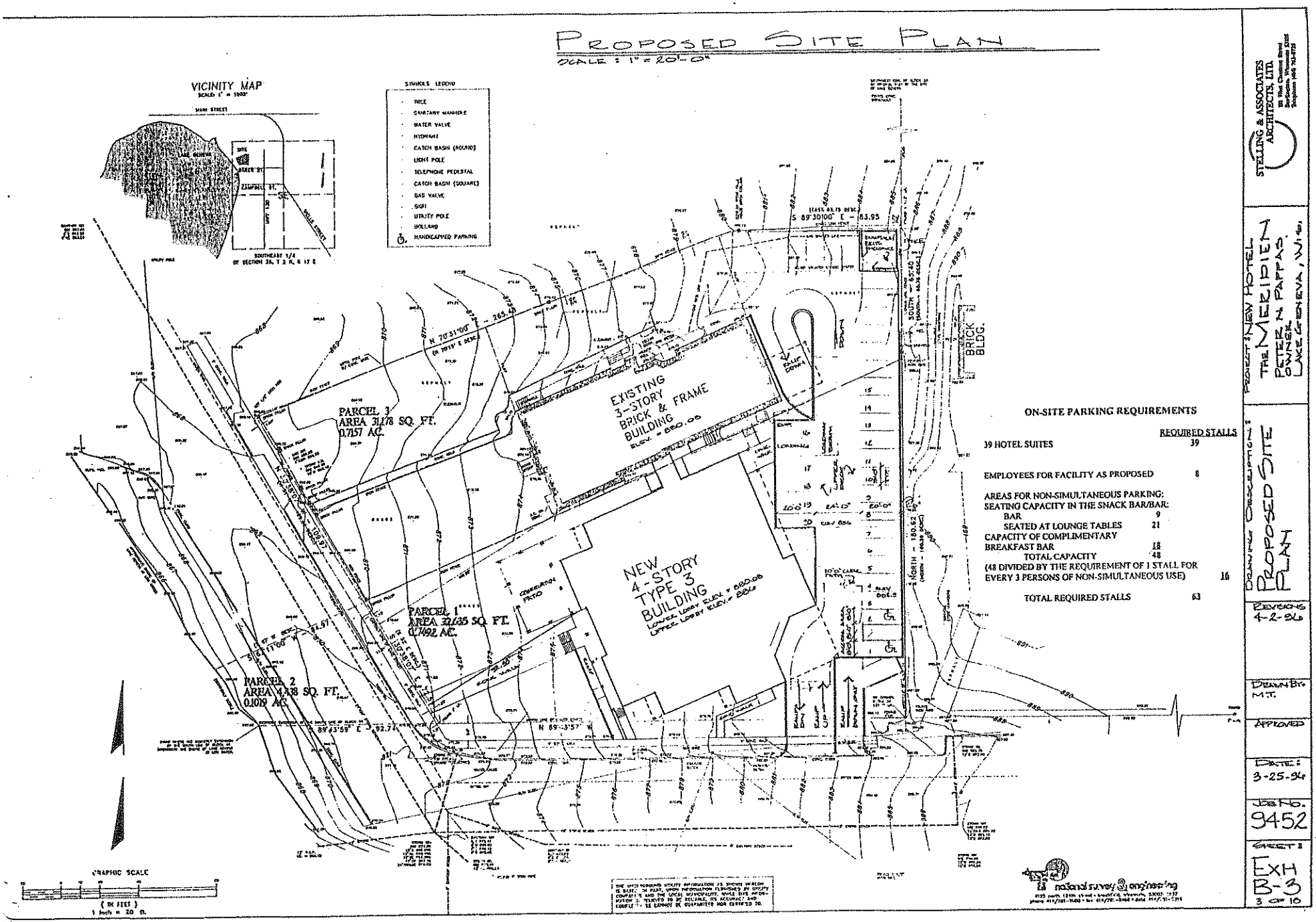
10. We are not planning on any future expansion and related implications for points above

(b) Attached


City of Lake Geneva
Zoning Map
December 10, 2008
N
0 500 1,000 2,000
Feet
CRISPELL-SNYDER, INC.
PROFESSIONAL CONSULTANTS
Bella Vista Suites
GENEVA
LAKE
RH Rural Holding
CR-5 Countryside Residential - 5AC
ER-1 Estate Residential -1
SR-3 Single-family Residential-3
SR-4 Single-family Residential-4
PD Planned Development
TR-6 Two-family Residential-6
MR-8 Two-family Residential-8
C-2 Resource Conservation
NO Neighborhood Office
PO Planned Office
NB Neighborhood Business
PB Planned Business
GB General Business
CB Central Business
PI Planned Industrial
GI General Industrial
HI Heavy Industrial
PBP Planned Business Park
Primary Environmental Corridor
Woodlands Overlay
Lakeshore Overlay
City Boundary
Downtown Design Review
Drainage Way
Slopes (12% or greater)
Shorelines, Ponds and Streams

PROPOSED SITE PLAN

SCALE : 1" = 20'-0"



ON-SITE PARKING REQUIREMENTS

	REQUIRED STALLS
39 HOTEL SUITES	39
EMPLOYEES FOR FACILITY AS PROPOSED	8
AREAS FOR NON-SIMULTANEOUS PARKING:	
SEATING CAPACITY IN THE SNACK BAR/BAR:	
BAR	9
SEATED AT LOUNGE TABLES	21
CAPACITY OF COMPLIMENTARY BREAKFAST BAR	18
TOTAL CAPACITY	48
(48 DIVIDED BY THE REQUIREMENT OF 1 STALL FOR EVERY 3 PERSONS OF NON-SIMULTANEOUS USE)	16
TOTAL REQUIRED STALLS	63

national survey & engineering

STELLING & ASSOCIATES ARCHITECTS, LTD.

PROJECT: NEW HOTEL THE MERIDIEN
PETER N PAPPAS
OWNER
LAKE GENEVA, WI

DRAWING DESCRIPTION: PROPOSED SITE PLAN

REVISIONS 4-2-94

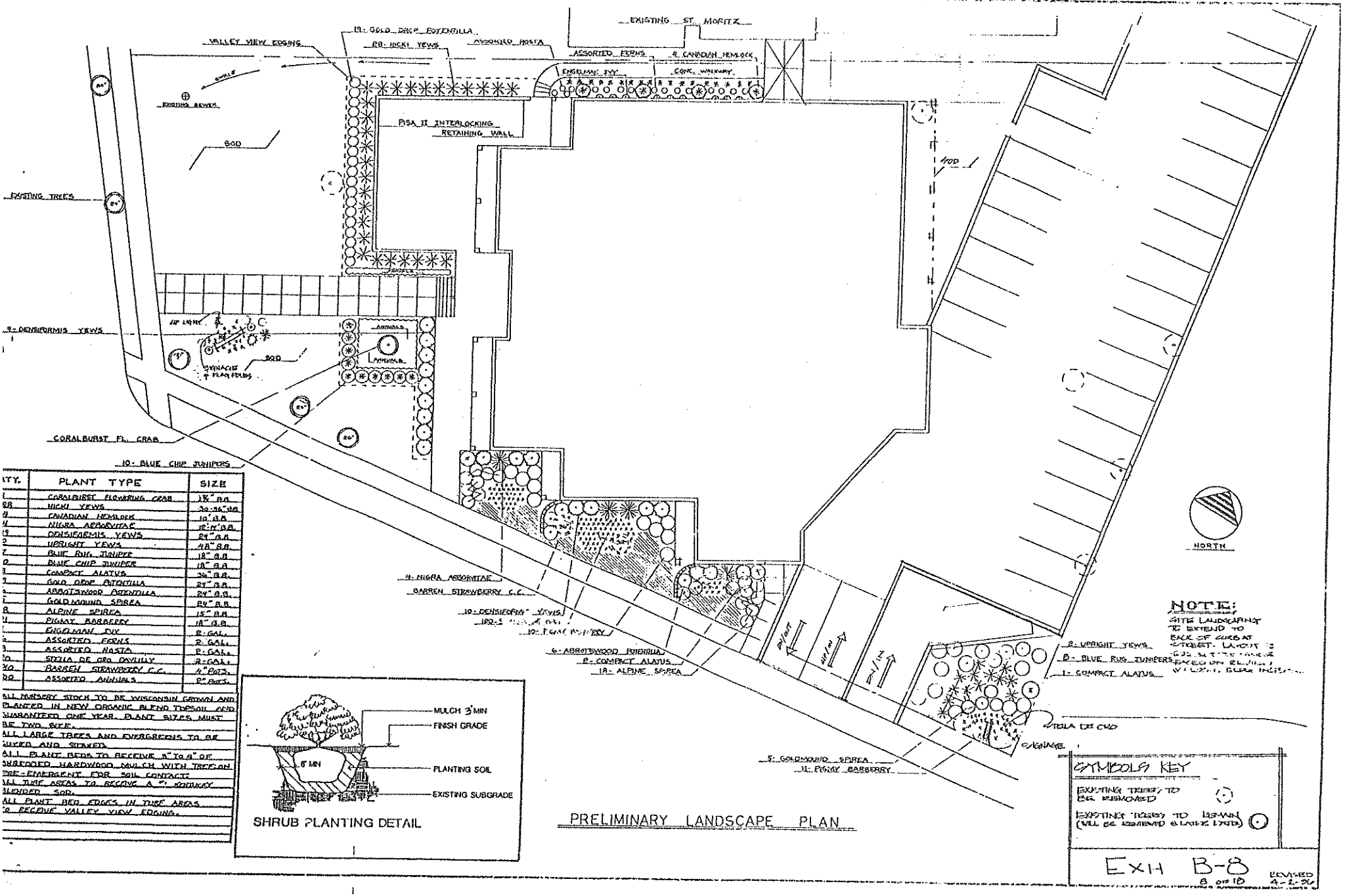
DRAWN BY: M.T.

APPROVED

DATE: 3-25-94

JOB NO. 9452

SHEET # EXH B-3 3 OF 10



QTY.	PLANT TYPE	SIZE
7	CORALBURST FLOWERING CRAB	1½" B&B
88	NICKI YEWS	30-36" B&B
9	CANADIAN HEMLOCK	10' B&B
4	NIGRA ARBORVITAE	12'-14' B&B
19	DENSIFORMIS YEWS	24" B&B
2	UPRIGHT YEWS	48" B&B
7	BLUE RUG JUNIPER	18" B&B
10	BLUE CHIP JUNIPER	18" B&B
9	COMPACT ALATUS	36" B&B
9	GOLD DROP POTENTILLA	24" B&B
7	ABBOTSWOOD POTENTILLA	24" B&B
7	GOLDMOUND SPIREA	24" B&B
18	ALPINE SPIREA	15" B&B
11	PYGMY BARBERRY	18" B&B
1	ENGELMAN IVY	2-GAL.
3	ASSORTED FERNS	2 GAL.
3	ASSORTED HOSTA	2-GAL.
50	STELLA DE ORO DAYLILY	2-GAL.
200	BARREN STRAWBERRY C.C.	4" POTS
200	ASSORTED ANNUALS	8" POTS

ALL NURSERY STOCK TO BE WISCONSIN GROWN AND PLANTED IN NEW ORGANIC BLEND TOPSOIL AND GUARANTEED ONE YEAR. PLANT SIZES MUST BE TWO SIZE.
ALL LARGE TREES AND EVERGREENS TO BE GUYED AND STAKED.
ALL PLANT BEDS TO RECEIVE 3" TO 4" OF SHREDDED HARDWOOD MULCH WITH TREFLAN PRE-EMERGENT FOR SOIL CONTACT.
ALL TURF AREAS TO RECEIVE A "KENTUCKY BLENDED" SOD.
ALL PLANT BED EDGES IN TURF AREAS TO RECEIVE VALLEY VIEW EDGING.

SHRUB PLANTING DETAIL

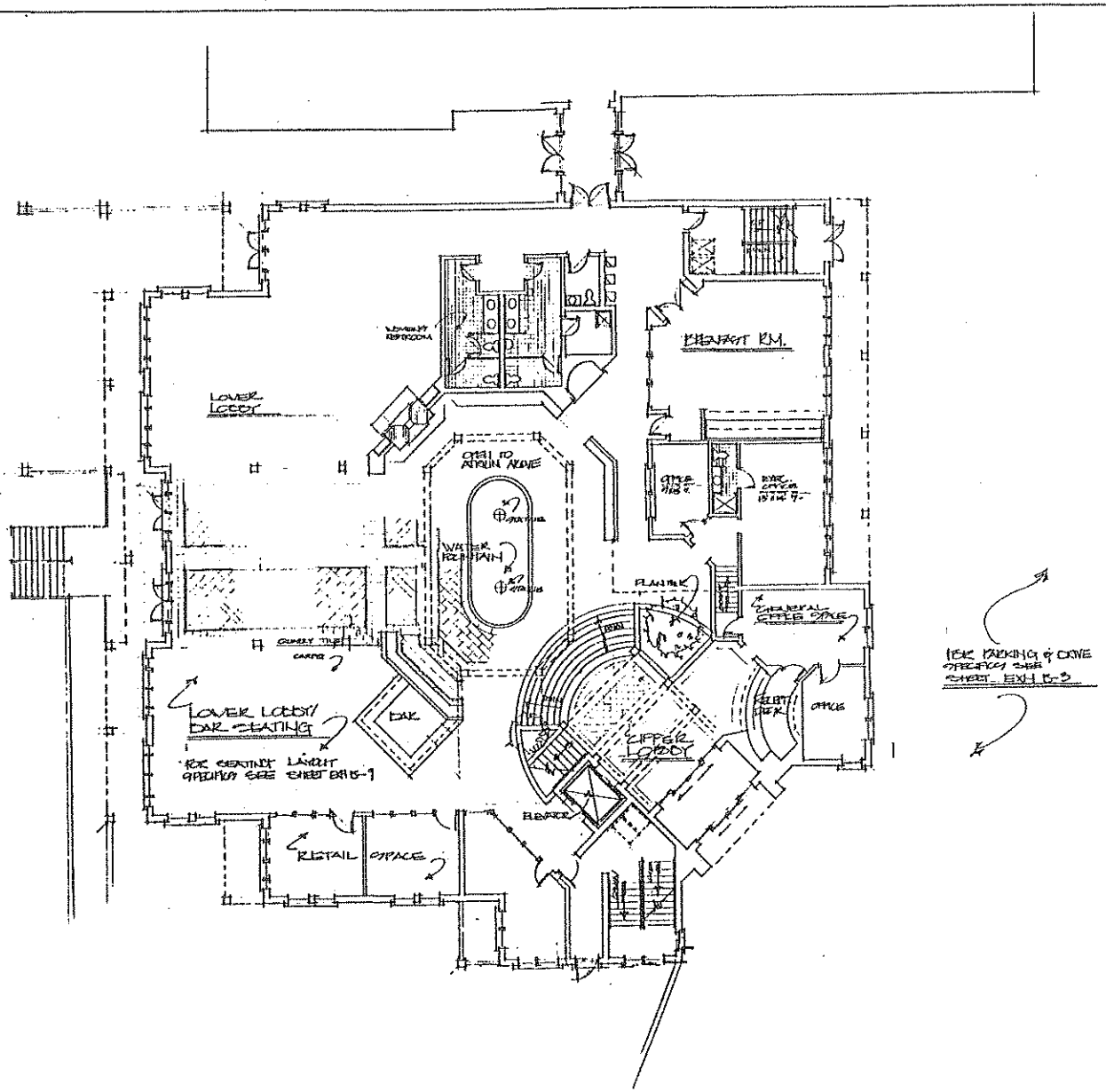
PRELIMINARY LANDSCAPE PLAN

NOTE:
SITE LANDSCAPING TO EXTEND TO BACK OF CURB AT STREET. LAYOUT IS SUBJECT TO CHANGE BASED ON FINAL WISCONSIN POWER INSTITUTE

SYMBOLS KEY
EXISTING TREES TO BE REMOVED
EXISTING TREES TO REMAIN (WILL BE TRIMMED & LIMBED UP)

EXH B-8
8 OF 10
REVISED 4-2-90

NOTE:
SINCE THE DEVELOPMENT OF THESE INTERIOR LAYOUTS, THERE HAVE BEEN SEVERAL DESIGN AND CODE CHANGES WHICH AFFECT THE FOLLOWING ITEMS: ELEVATOR SIZE, STAIR RUNS, LANDING SIZES, PARKING LOT LAYOUTS, FINAL INTERIOR UNIT LAYOUTS, WINDOW AND DOOR LOCATIONS WILL BE FINALIZED AFTER FINAL STRUCTURAL DESIGN AND CODE REVIEW. THESE DRAWING CHANGES SHALL BE SUBMITTED WITH THE FINAL STATE APPROVED DRAWINGS.



NORTH

LOBBY LEVEL FLOOR PLAN

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

STELLING & ASSOCIATES ARCHITECTS, LTD.
[illegible]

PROJECT: NEW LAKEFRONT MIXED USE HOTEL
MR. FIELDER

DRAWING DESCRIPTION: LOBBY LEVEL FLOOR PLAN

REVISIONS
7-10-95
4-2-96

DRAWN BY: CMW

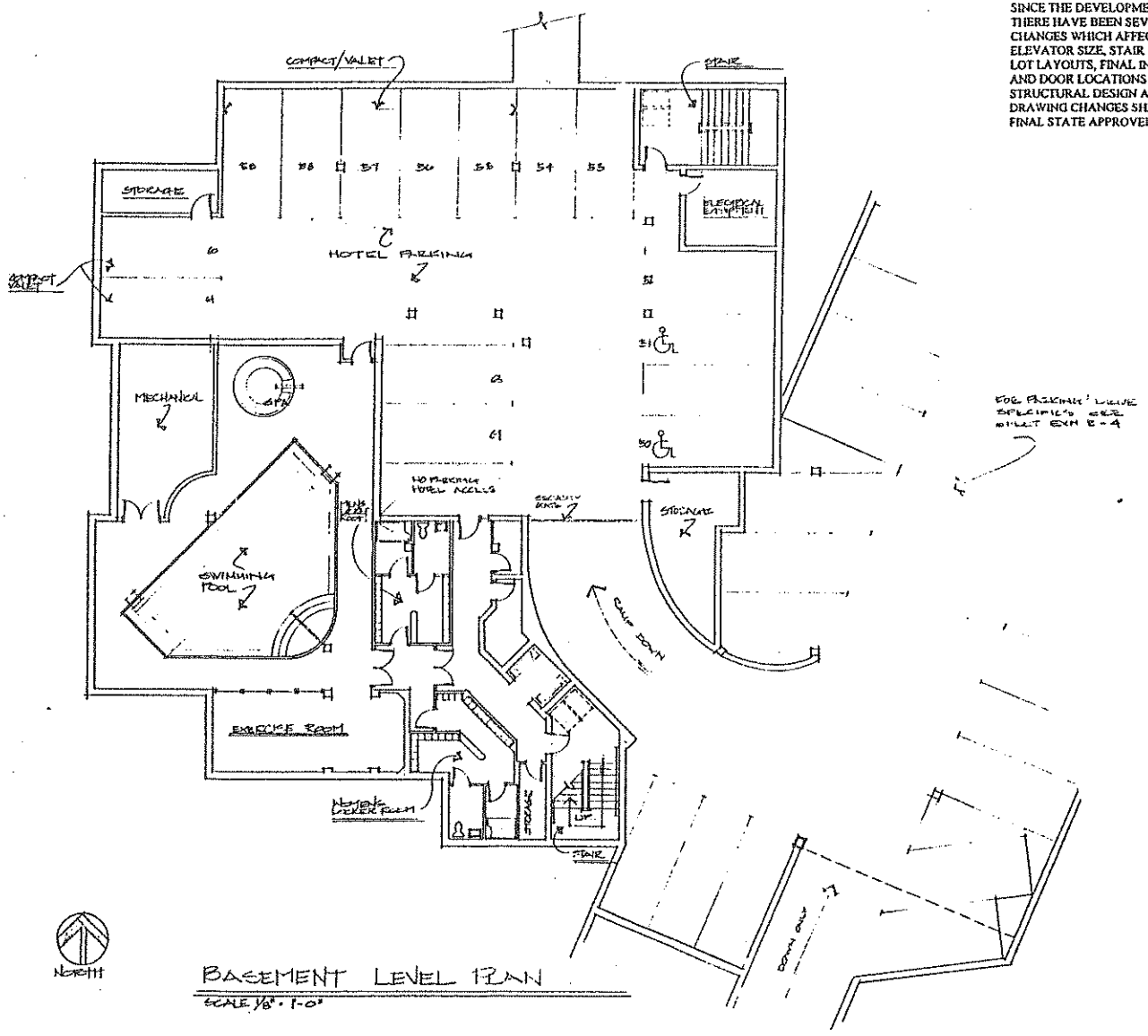
APPROVED

DATE: 6-5-95

JOB NO. 9452

SHEET: EX1 B-4
14 OF 10

NOTE:
SINCE THE DEVELOPMENT OF THESE INTERIOR LAYOUTS, THERE HAVE BEEN SEVERAL DESIGN AND CODE CHANGES WHICH AFFECT THE FOLLOWING ITEMS: ELEVATOR SIZE, STAIR RUNS, LANDING SIZES, PARKING LOT LAYOUTS, FINAL INTERIOR UNIT LAYOUTS, WINDOW AND DOOR LOCATIONS WILL BE FINALIZED AFTER FINAL STRUCTURAL DESIGN AND CODE REVIEW. THESE DRAWING CHANGES SHALL BE SUBMITTED WITH THE FINAL STATE APPROVED DRAWINGS.



BASEMENT LEVEL PLAN
SCALE 1/8" = 1'-0"

STELLING & ASSOCIATES ARCHITECTS, LTD.

PROJECT & NEW HOTEL
THE MERIDIEN
PETER N. PAPPAS
OWNER
LAKE GENEVA, WIS.

DRAWING DESCRIPTION:
BASEMENT LEVEL PLAN

REVISIONS
4-2-96

DRAWN
M.T.

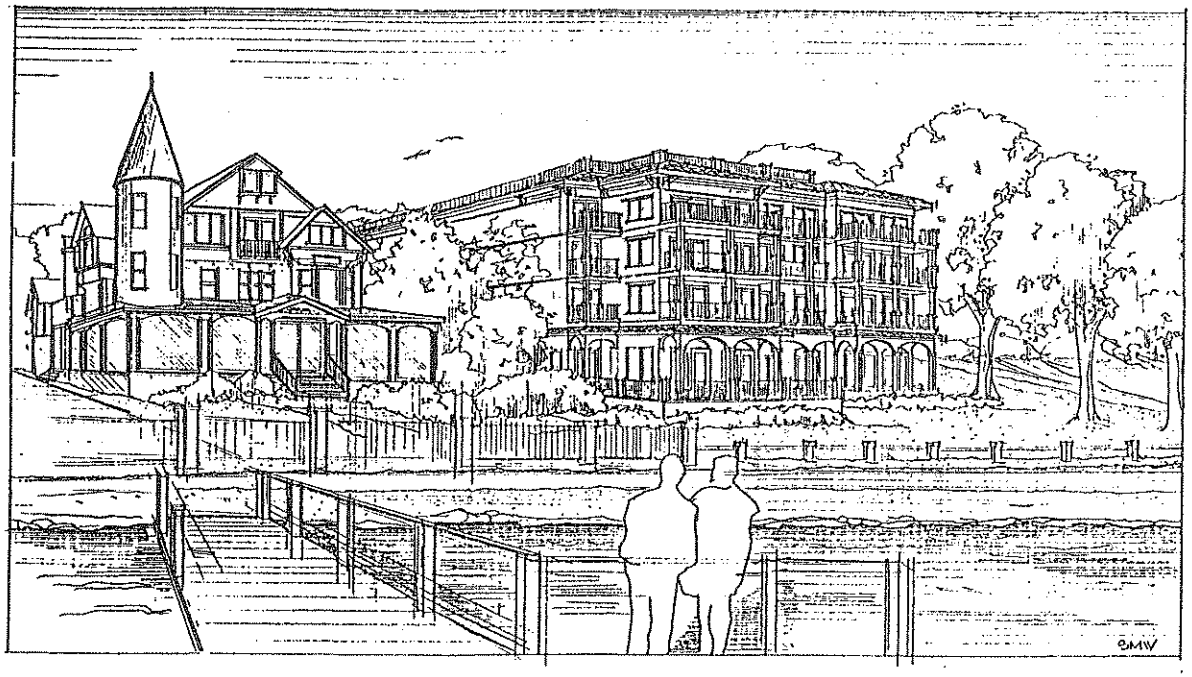
APPROVED

DATE
3-25-96

JOB NO.
9452

SHEET
EXH
B-13
13 OF 18

EXHIBIT - B



PERSPECTIVE LOOKING SOUTHEAST FROM WRIGLEY DRIVE
SIMILAR

DETAILED PLANS

EXHIBIT - B

EXH B-1	INDEX
EXH B-2	EXISTING SURVEY
EXH B-3	PROPOSED SITE PLAN
EXH B-4	LOWER PARKING PLAN
EXH B-5	SITE PLAN
EXH B-6	UTILITY PLAN - CALCULATIONS
EXH B-7	EROSION CONTROL PLAN
EXH B-8	LANDSCAPING PLAN
EXH B-9	LOBBY SIMULTANEOUS CAPACITY PLAN
EXH B-10	NORTH AND WEST ELEVATIONS
EXH B-11	SCHEMATIC SECTION, SOUTH ELEVATION
EXH B-12	EAST ELEVATION
EXH B-13	BASEMENT LEVEL PLAN
EXH B-14	LOBBY LEVEL PLAN
EXH B-15	SECOND FLOOR PLAN
EXH B-16	THIRD FLOOR PLAN
EXH B-17	FOURTH FLOOR PLAN
EXH B-18	ROOF PLAN

STELLING & ASSOCIATES ARCHITECTS, LTD.

PROJECT: NEW HOTEL
THE MERIDIEN
PETER N. PAPPAS
OWNER
LAKE GENEVA, WI

DRAWING DESCRIPTION:
TITLE SHEET
INDEX of DRAWINGS

REVISIONS
4-2-96

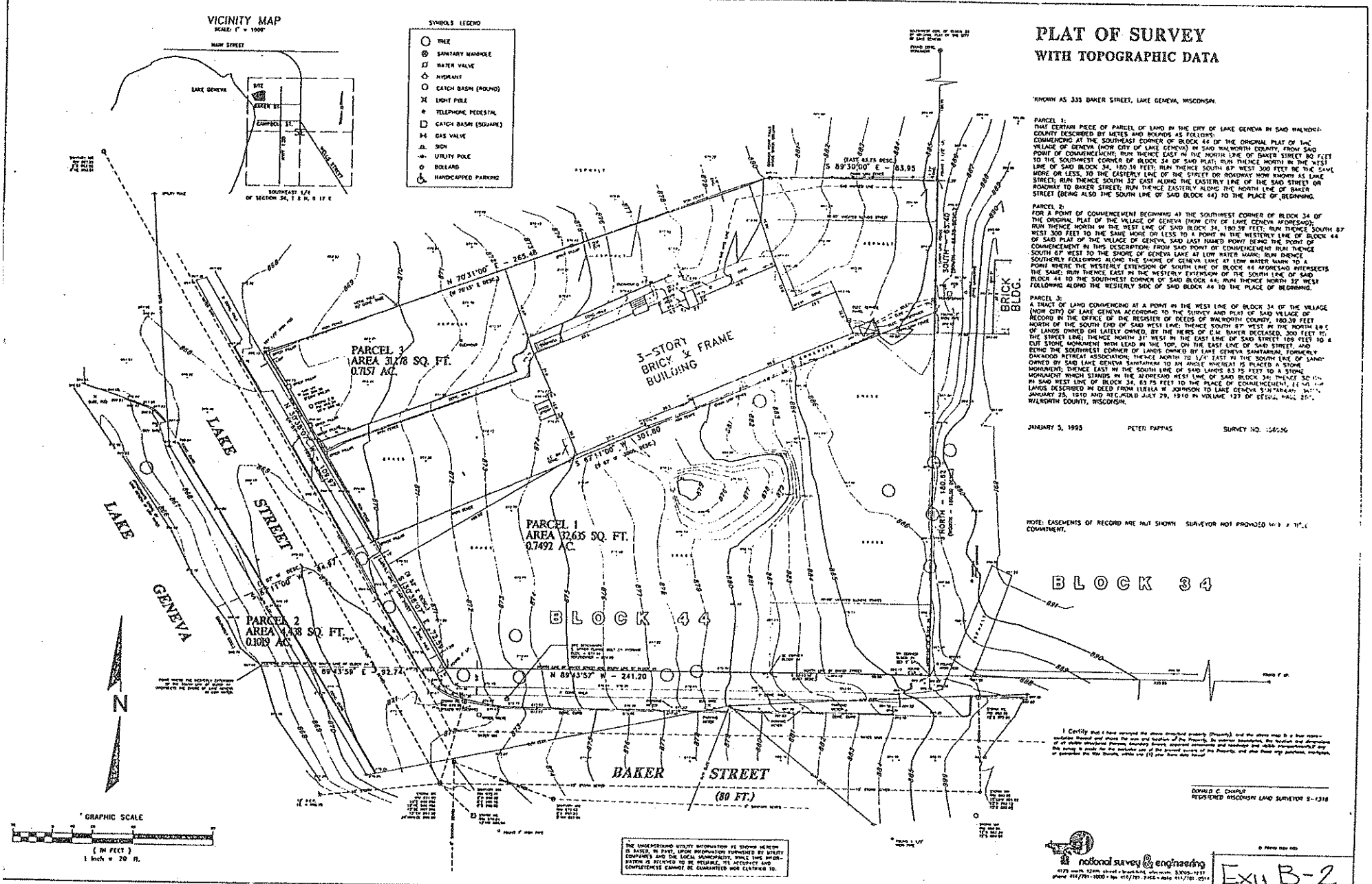
DRAWN BY

APPROVED

DATE:
3-25-96

JOB NO.
9452

SHEET:
EXH
B-1
1 of 10



PLAT OF SURVEY
WITH TOPOGRAPHIC DATA

KNOWN AS 335 BAKER STREET, LAKE GENEVA, WISCONSIN.

PARCEL 1:
THAT CERTAIN PIECE OF PARCEL OF LAND IN THE CITY OF LAKE GENEVA IN SAID WALWORTH COUNTY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF BLOCK 44 OF THE ORIGINAL PLAT OF THE VILLAGE OF GENEVA (NOW CITY OF LAKE GENEVA) IN SAID WALWORTH COUNTY, FROM SAID POINT OF COMMENCEMENT; RUN THENCE EAST IN THE NORTH LINE OF BAKER STREET 80 FEET TO THE SOUTHWEST CORNER OF BLOCK 34 OF SAID PLAT; RUN THENCE NORTH IN THE WEST LINE OF SAID BLOCK 34, 180.10 FEET; RUN THENCE SOUTH 87° WEST 300 FEET MORE OR LESS, TO THE EASTERLY LINE OF THE STREET OR ROADWAY NOW KNOWN AS LAKE STREET; RUN THENCE SOUTH 32° EAST ALONG THE EASTERLY LINE OF THE SAID STREET OR ROADWAY TO BAKER STREET; RUN THENCE EASTERLY ALONG THE NORTH LINE OF BAKER STREET (BEING ALSO THE SOUTH LINE OF SAID BLOCK 44) TO THE PLACE OF BEGINNING.

PARCEL 2:
FOR A POINT OF COMMENCEMENT BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 34 OF THE ORIGINAL PLAT OF THE VILLAGE OF GENEVA (NOW CITY OF LAKE GENEVA AFORESAID); RUN THENCE NORTH IN THE WEST LINE OF SAID BLOCK 34, 180.39 FEET; RUN THENCE SOUTH 87 WEST 300 FEET TO THE SAME MORE OR LESS TO A POINT IN THE WESTERLY LINE OF BLOCK 44 OF SAID PLAT OF THE VILLAGE OF GENEVA, SAID LAST NAMED POINT BEING THE POINT OF COMMENCEMENT IN THIS DESCRIPTION; FROM SAID POINT OF COMMENCEMENT RUN THENCE SOUTH 67 WEST TO THE SHORE OF GENEVA LAKE AT LOW WATER MARK; RUN THENCE SOUTHERLY FOLLOWING ALONG THE SHORE OF GENEVA LAKE AT LOW WATER MARK TO A POINT WHERE THE WESTERLY EXTENSION OF SOUTH LINE OF BLOCK 44 AFORESAID INTERSECTS THE SAME; RUN THENCE EAST IN THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID BLOCK 44 TO THE SOUTHWEST CORNER OF SAID BLOCK 44; RUN THENCE NORTH 32° WEST FOLLOWING ALONG THE WESTERLY SIDE OF SAID BLOCK 44 TO THE PLACE OF BEGINNING.

PARCEL 3:
A TRACT OF LAND COMMENCING AT A POINT IN THE WEST LINE OF BLOCK 34 OF THE VILLAGE (NOW CITY) OF LAKE GENEVA ACCORDING TO THE SURVEY AND PLAT OF SAID VILLAGE OF RECORD IN THE OFFICE OF THE REGISTER OF DEEDS OF WALWORTH COUNTY, 180.39 FEET NORTH OF THE SOUTH END OF SAID WEST LINE; THENCE SOUTH 87° WEST IN THE NORTH LINE OF LANDS OWNED OR LATELY OWNED, BY THE HEIRS OF E.M. BAKER DECEASED, 300 FEET MORE OR LESS TO THE STREET LINE; THENCE NORTH 31° WEST IN THE EAST LINE OF SAID STREET 186 FEET TO A CUT STONE MONUMENT WITH LEAD IN THE TOP, ON THE EAST LINE OF SAID STREET, AND BEING THE SOUTHWEST CORNER OF LANDS OWNED BY LAKE GENEVA SANITARIUM, FORMERLY OAKWOOD RETREAT ASSOCIATION; THENCE NORTH 78 1/4° EAST IN THE SOUTH LINE OF LAND OWNED BY SAID LAKE GENEVA SANITARIUM TO AN ANGLE WHICH IS MARKED A STONE MONUMENT; THENCE EAST IN THE SOUTH LINE OF SAID LANDS 83.95 FEET TO A STONE MONUMENT WHICH STANDS IN THE AFORESAID WEST LINE OF SAID BLOCK 34; THENCE SOUTH IN SAID WEST LINE OF BLOCK 34, 85.75 FEET TO THE PLACE OF COMMENCEMENT, EXCEPTING THEREFROM LANDS DESCRIBED IN DEED FROM LURELLA W. JOHNSON TO LAKE GENEVA SANITARIUM, DATED JANUARY 25, 1910 AND RECORDED JULY 29, 1910 IN VOLUME 127 OF DEEDS, PAGE 251, WALWORTH COUNTY, WISCONSIN.

JANUARY 5, 1995 PETER PAPPAS SURVEY NO. 1585.96

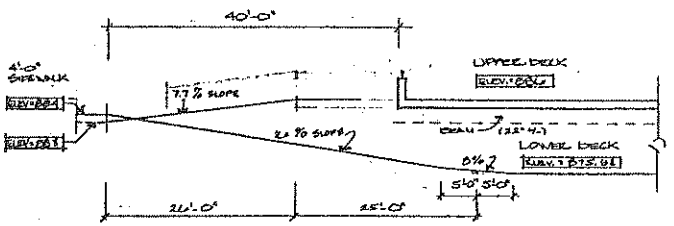
NOTE: EASEMENTS OF RECORD ARE NOT SHOWN. SURVEYOR NOT PROVIDED WITH A TITLE COMMITMENT.

I Certify that I have surveyed the above described property (Property) and the above map is a true representation thereof and shows the size and location of the Property, the location and dimensions of all visible structures thereon, boundary fences, apparent servitudes and encroachments, the location and dimensions of any roads or ways that serve the Property, and other matters ascertainable by an examination of the Property, except as noted hereon and (if any) those items listed

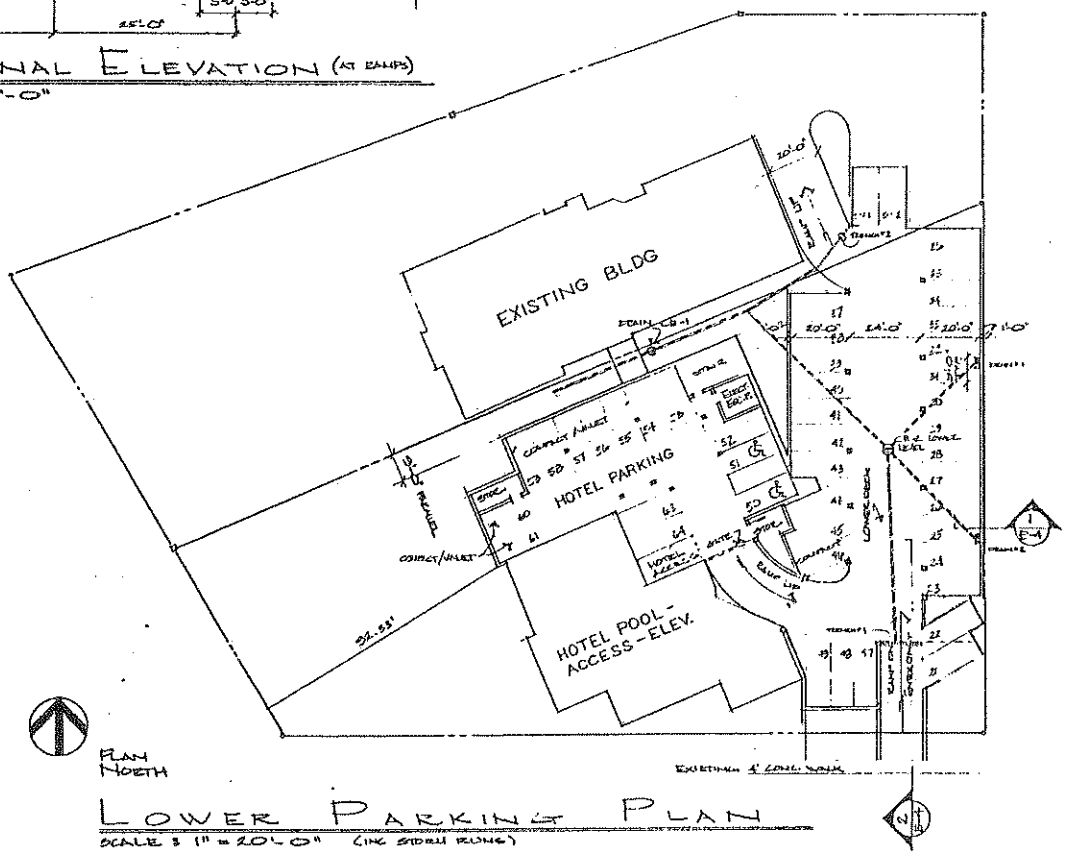
DONALD C. CHAPUT
REGISTERED WISCONSIN LAND SURVEYOR S-1318

national survey & engineering

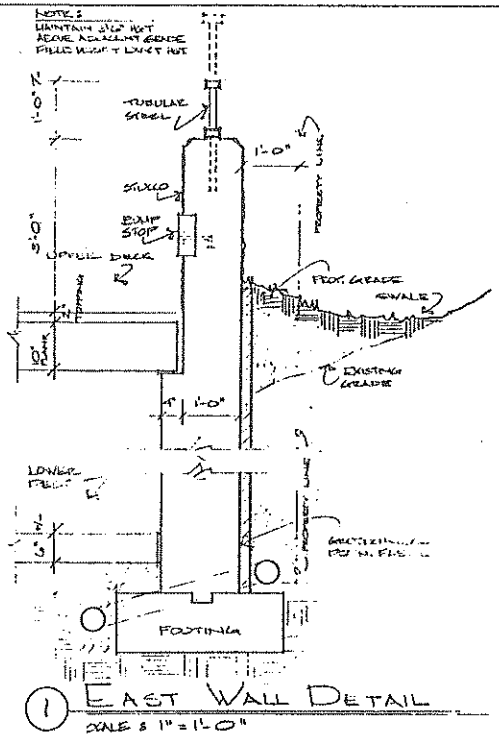
Exh B-2
2 of 10



② SECTIONAL ELEVATION (AT RAMPS)
SCALE: 1/8" = 1'-0"



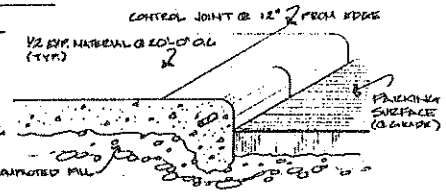
LOWER PARKING PLAN
SCALE: 1" = 20'-0" (INC STORM RUNS)



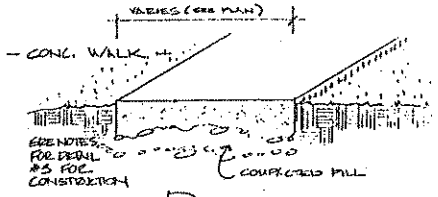
① EAST WALL DETAIL
SCALE: 1" = 1'-0"

NOTES

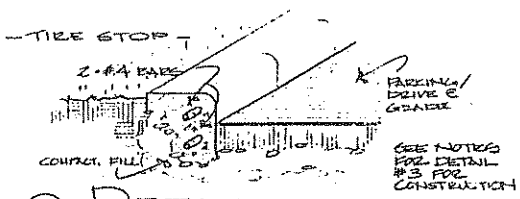
- INTEGRAL CAR STOP AND WALK
- 4" CONC. WALK ON 4" GRAVEL BASE
- THICKEN SLAB TO 8" W/4" EXPOSED VERT. FACE, #4 BAR CONT.
- TOOL JOINTS @ 5'0" O.C.
- BROOM FINISH & TROWEL JOINTS



③ DETAIL
NO SCALE



④ DETAIL
NO SCALE



⑤ DETAIL
NO SCALE

STELLING & ASSOCIATES ARCHITECTS, LTD.

PROJECT: NEW HOTEL
THE MERIDIEN
PETER N. PAPPAS
OWNER
LAKE GENEVA, WI

DRAWING DESCRIPTION:
LOWER PARKING PLAN
SECTIONS
DETAILS

REVISIONS
4-2-96

DRAWN BY: MT

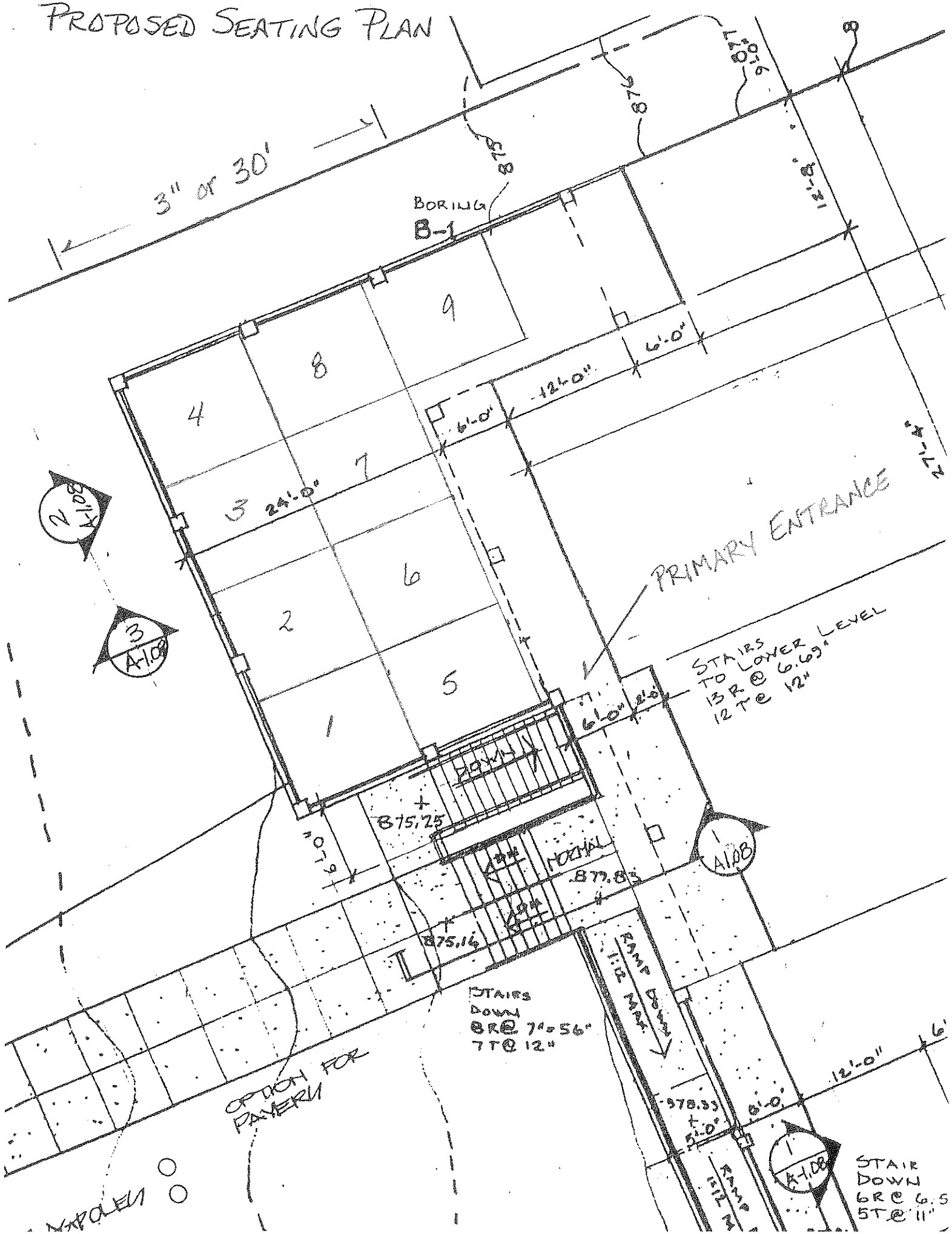
APPROVED

DATE: 3-25-96

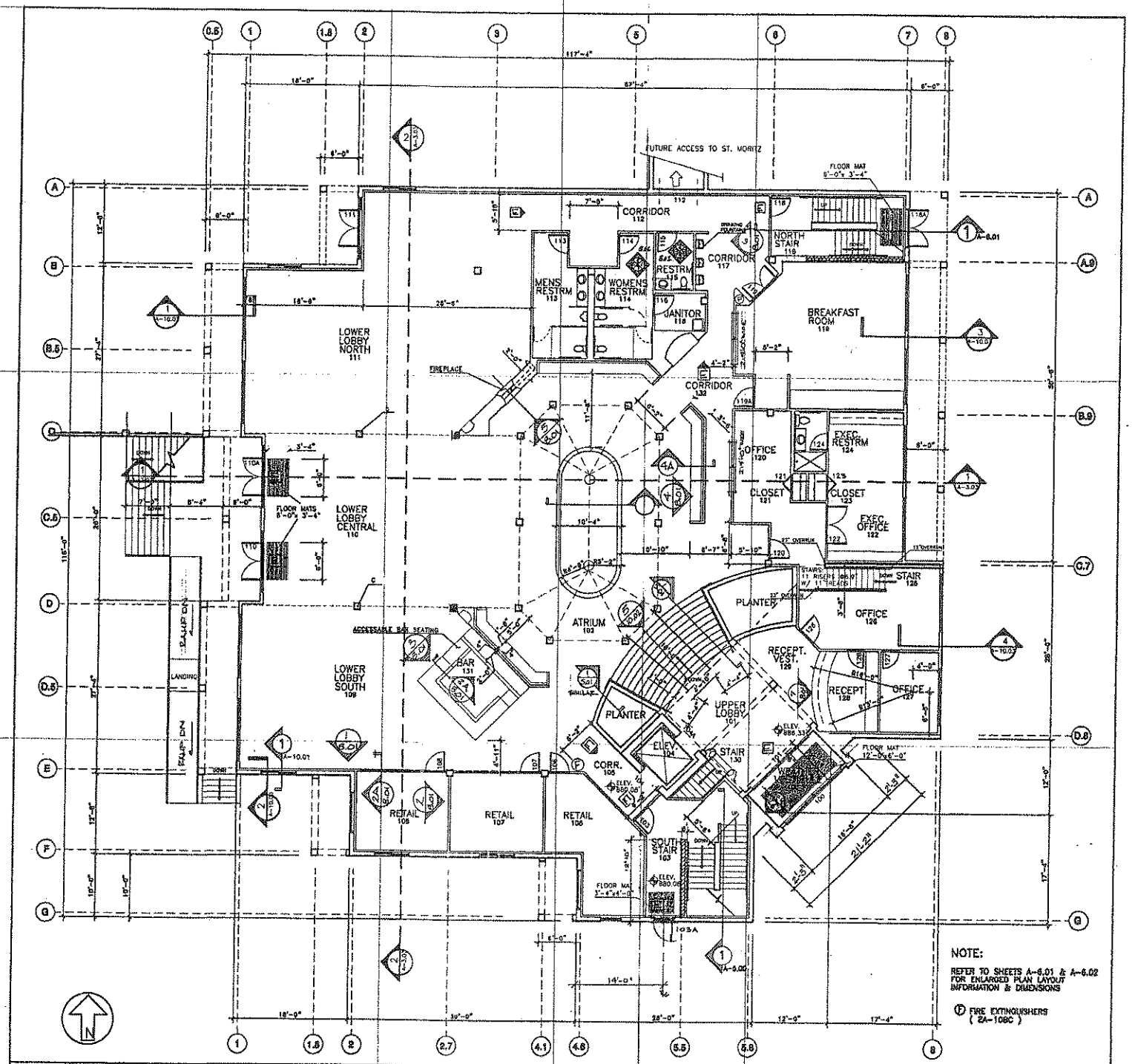
JOB NO. 9452

SHEET: EXH B-4
4 OF 18

PROPOSED SEATING PLAN



DEFINED AREA OF PATIO



LOBBY LEVEL FLOOR PLAN

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

REDUCED SCALE 9/32" = 1'0"

IN SHALL BE IN ACCORDANCE WITH
H AND THE ASC BUILDING CODES

DER STRENGTH SHALL BE:

3000 PSI
4000 PSI
4000 PSI
4000 PSI

RM TO ASTM A616 GRADE 60.
M TO A572 GRADE 50.
TO ASTM A501.
TO ASTM A500 GRADE B Fy=46KSI

READ FOOTINGS IS 4000 PSF.
D BY GME CONSULTANTS, INC.

STURBED SUBSOIL, IF DESIGN
THE ELEVATION SHOWN,
SULT ENGINEER BEFORE PROCEEDING

100 PSF
100 PSF
40 PSF
80 PSF
20 PSF

STELLING & ASSOCIATES ARCHITECTS, LTD.
181 W. CHESTNUT STREET
BURLINGTON, WI. 53105
(414) 763-8728
FAX 763-1971

GRAEF ANHALT SCHLOEMER and Associates Inc.
345 North 95th Street
Milwaukee, Wisconsin 53226
414 259-1500
FAX 259-0037

AMCON
8933 W. BURLEIGH STREET
P.O.BOX 05018 MILWAUKEE, WI. 53226
WAUWATOSA, WI. 53222
TEL. (414) 774-2400
FAX (414) 774-7662

OWNERSHIP OF DOCUMENTS:

THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE SOLE PROPERTY OF STELLING & ASSOCIATES, ARCHITECTS LTD. AND IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT OR PURPOSE WITHOUT THE EXPRESSED WRITTEN AUTHORIZATION OF STELLING & ASSOCIATES ARCHITECTS, LTD.

NOTES:

REVISIONS:
1 11-27-96

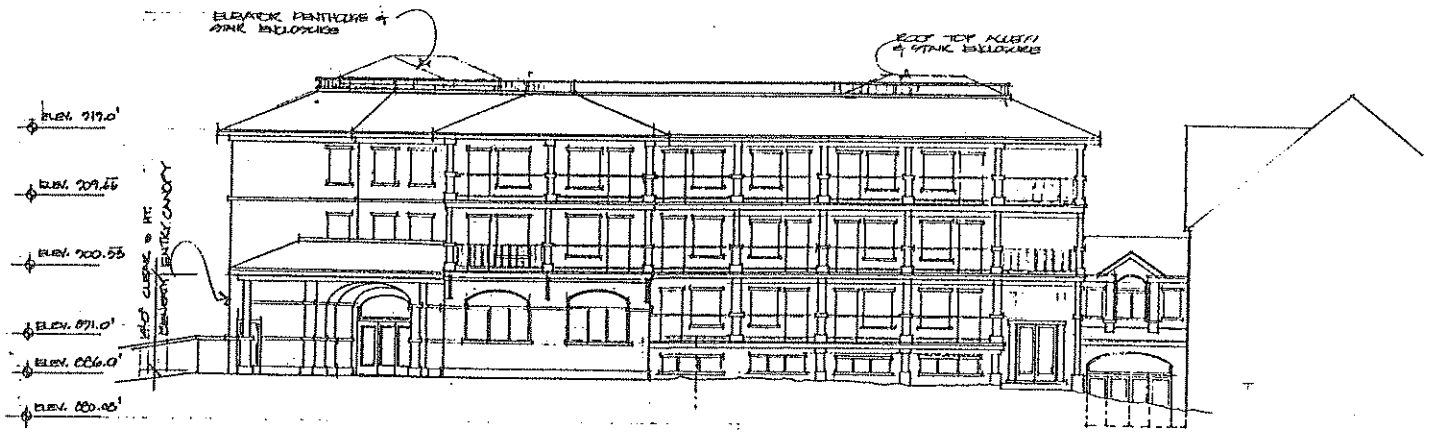
DRAWING DESCRIPTION:
LOBBY LEVEL FLOOR PLAN
BUILDING DETAILS

PROJECT DESCRIPTION:
THE MERIDIEN
HOTEL & CONDOMINIUM SUITES
335 WRIGLEY DRIVE
LAKE GENEVA, WI.

DRAWN BY:	APPROVED:
SMW	TS
DATE: 11-14-96	PROJECT NUMBER: 9452

SHEET NUMBER: A-2.03

NOTE:
SINCE THE DEVELOPMENT OF THESE INTERIOR LAYOUTS, THERE HAVE BEEN SEVERAL DESIGN AND CODE CHANGES WHICH AFFECT THE FOLLOWING ITEMS: ELEVATOR SIZE, STAIR RUNS, LANDING SIZES, PARKING LOT LAYOUTS, FINAL INTERIOR UNIT LAYOUTS, WINDOW AND DOOR LOCATIONS WILL BE FINALIZED AFTER FINAL STRUCTURAL DESIGN AND CODE REVIEW. THESE DRAWING CHANGES SHALL BE SUBMITTED WITH THE FINAL STATE APPROVED DRAWINGS.



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

STELLING & ASSOCIATES ARCHITECTS, LTD.
[illegible]

PROJECT: NEW HOTEL THE MERIDIEN
PETER N. PAPPAS
OWNER
LAKE GENEVA, WI

DRAWING DESCRIPTION: EAST ELEVATION

REVISION: 4-2-96

DRAWN BY: SMW

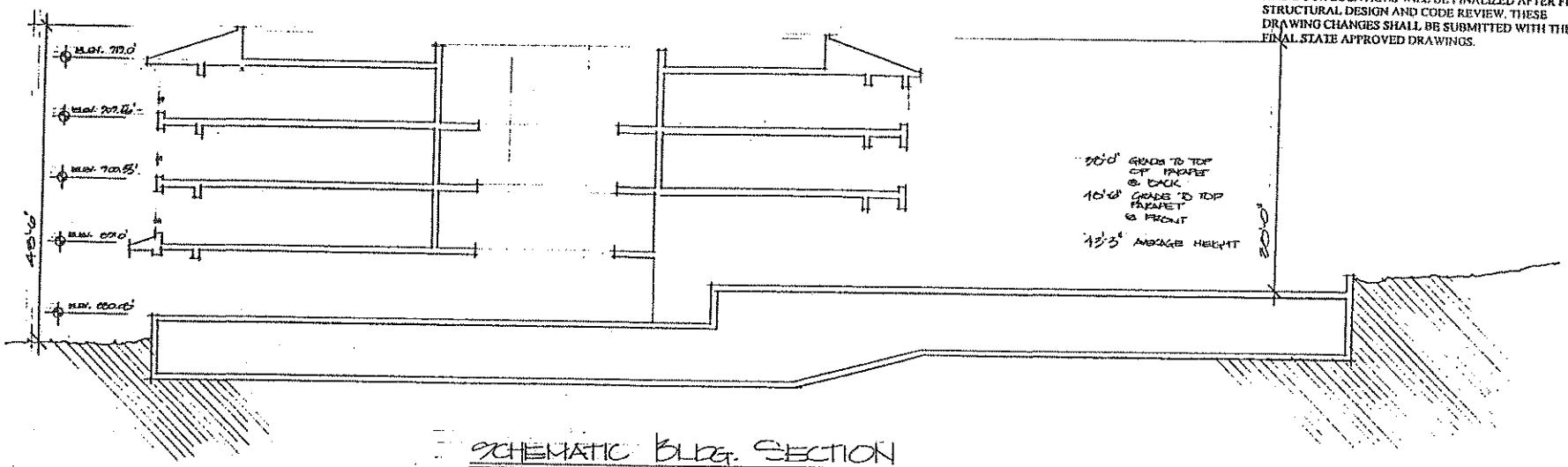
APPROVED

DATE: 3-25-96

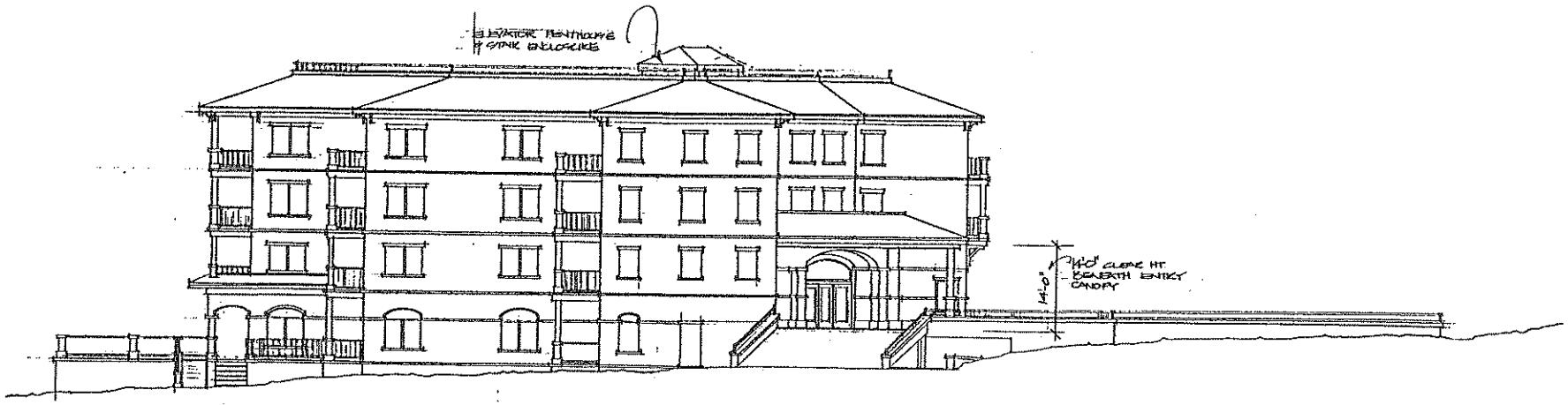
JOB NO. 9452

SHEET: EXH B-12
12 OF 18

NOTE:
SINCE THE DEVELOPMENT OF THESE INTERIOR LAYOUTS, THERE HAVE BEEN SEVERAL DESIGN AND CODE CHANGES WHICH AFFECT THE FOLLOWING ITEMS: ELEVATOR SIZE, STAIR RUNS, LANDING SIZES, PARKING LOT LAYOUTS, FINAL INTERIOR UNIT LAYOUTS, WINDOW AND DOOR LOCATIONS WILL BE FINALIZED AFTER FINAL STRUCTURAL DESIGN AND CODE REVIEW. THESE DRAWING CHANGES SHALL BE SUBMITTED WITH THE FINAL STATE APPROVED DRAWINGS.



SCHEMATIC BLDG. SECTION
SCALE: 1/8"=1'-0"



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

STELLING & ASSOCIATES ARCHITECTS, LTD.

PROJECT: NEW HOTEL THE MERIDIEN
PETER N. PAPPAS
OWNER
LAKE GENEVA, WI.

DRAWING DESCRIPTION: SCHEMATIC SECTION SOUTH ELEVATION

REVISION: 4-2-96

DRAWN BY: SMV

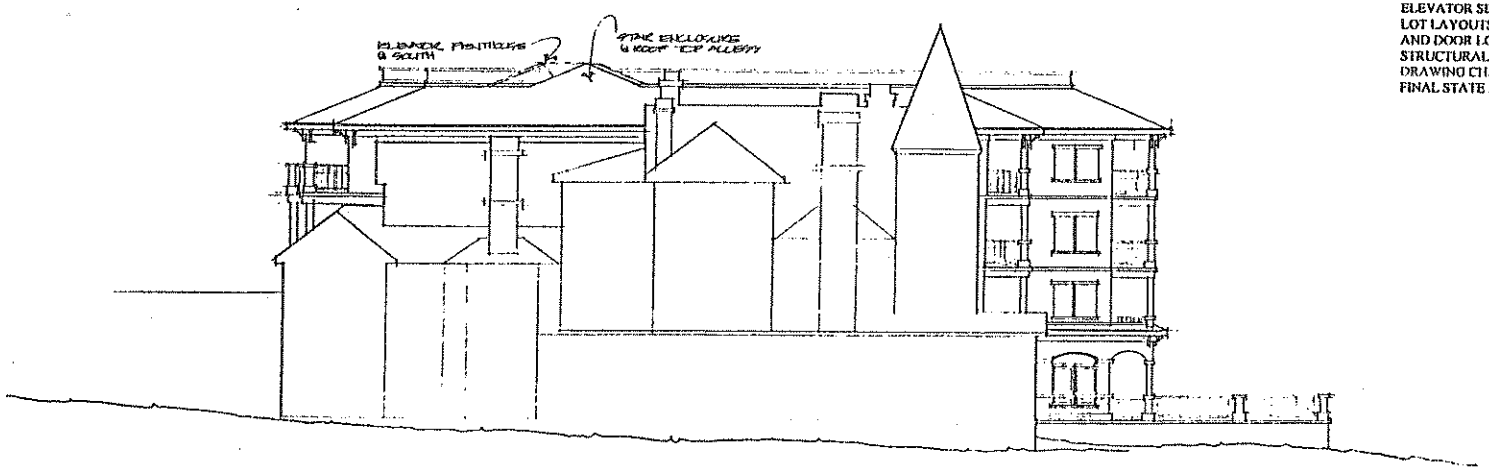
APPROVED

DATE: 3-25-96

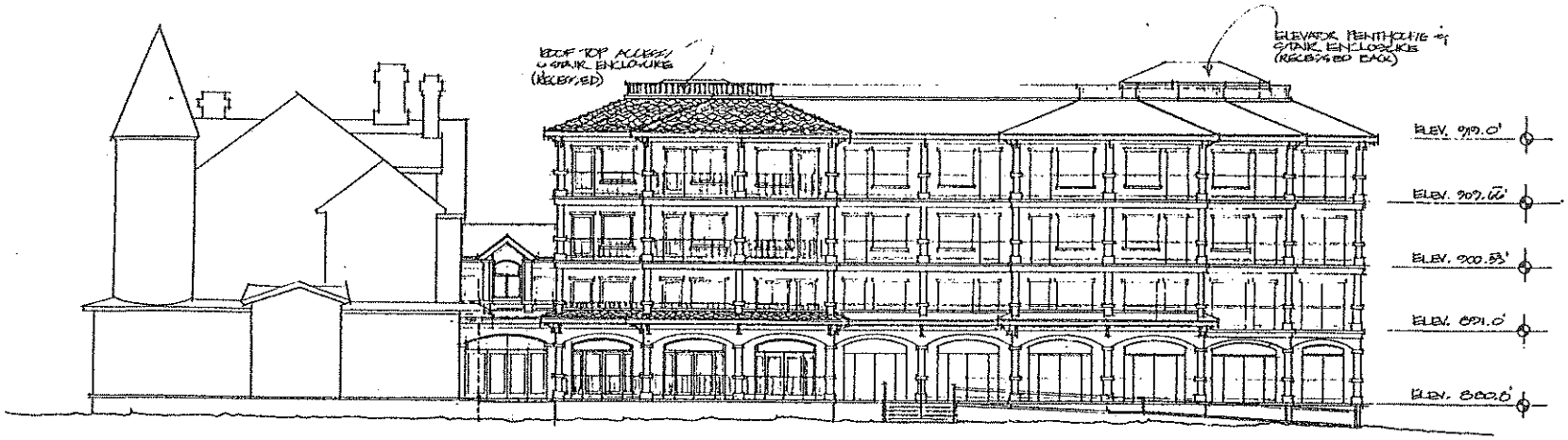
JOB NO. 9452

SHEET: EXH. B-11
11 OF 18

NOTE:
SINCE THE DEVELOPMENT OF THESE INTERIOR LAYOUTS, THERE HAVE BEEN SEVERAL DESIGN AND CODE CHANGES WHICH AFFECT THE FOLLOWING ITEMS: ELEVATOR SIZE, STAIR RUNS, LANDING SIZES, PARKING LOT LAYOUTS, FINAL INTERIOR UNIT LAYOUTS, WINDOW AND DOOR LOCATIONS WILL BE FINALIZED AFTER FINAL STRUCTURAL DESIGN AND CODE REVIEW. THESE DRAWING CHANGES SHALL BE SUBMITTED WITH THE FINAL STATE APPROVED DRAWINGS.



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



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

STELLING & ASSOCIATES ARCHITECTS, LTD.

PROJECT: NEW HOTEL
THE MERIDIEN
PETER N. PAPPAS
OWNER
LAKE GENEVA, WI

DRAWING DESCRIPTION
NORTH & WEST ELEVATIONS

REVISION: 4-2-96

DRAWN BY: SMW

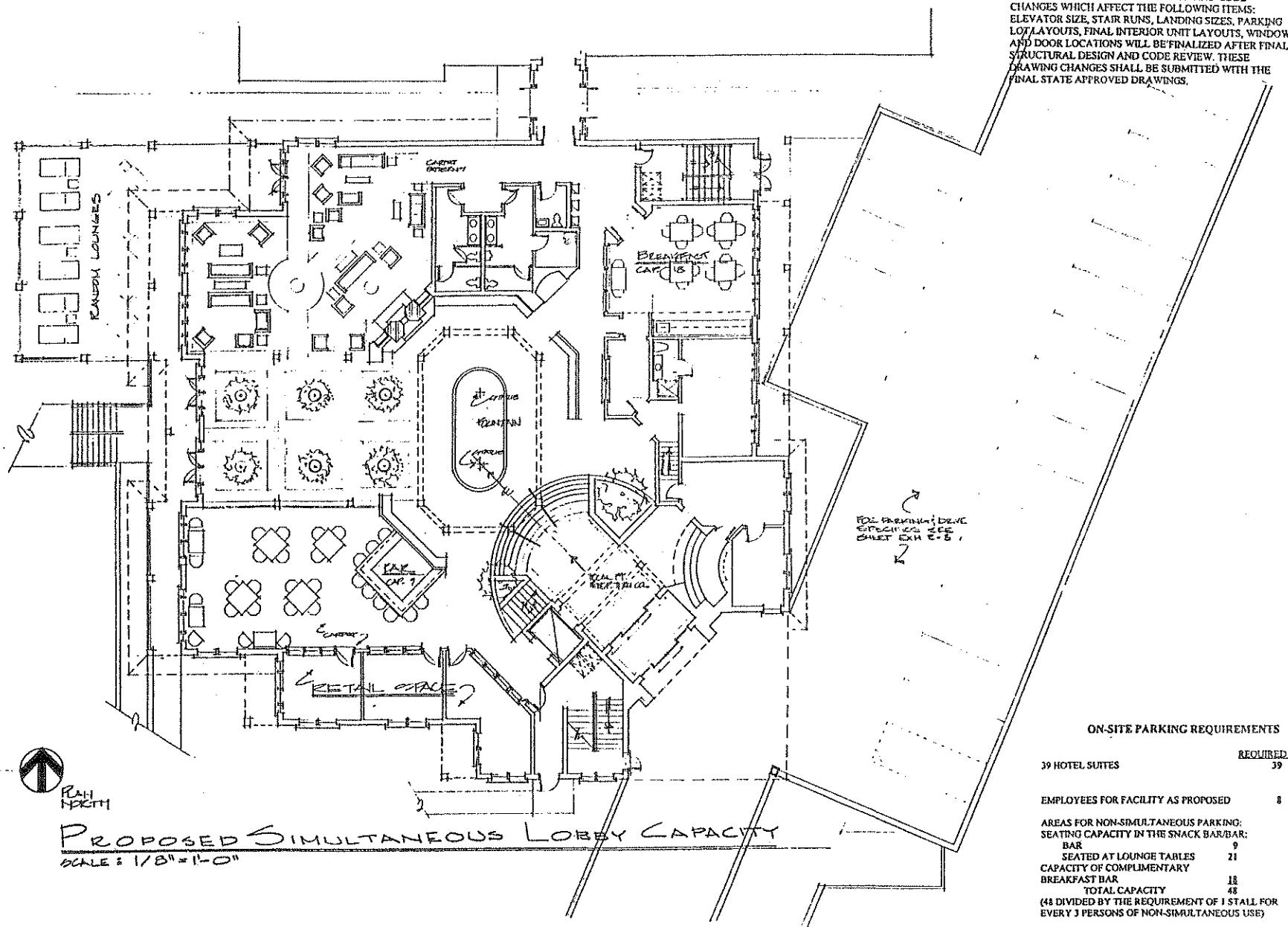
APPROVED

DATE: 3-25-96

JOB NO. 9452

SHEET: EXH B-10
10 of 13

NOTE:
SINCE THE DEVELOPMENT OF THESE INTERIOR LAYOUTS, THERE HAVE BEEN SEVERAL DESIGN AND CODE CHANGES WHICH AFFECT THE FOLLOWING ITEMS: ELEVATOR SIZE, STAIR RUNS, LANDING SIZES, PARKING LOT LAYOUTS, FINAL INTERIOR UNIT LAYOUTS, WINDOW AND DOOR LOCATIONS WILL BE FINALIZED AFTER FINAL STRUCTURAL DESIGN AND CODE REVIEW. THESE DRAWING CHANGES SHALL BE SUBMITTED WITH THE FINAL STATE APPROVED DRAWINGS.



PROPOSED SIMULTANEOUS LOBBY CAPACITY
SCALE: 1/8" = 1'-0"

ON-SITE PARKING REQUIREMENTS

	REQUIRED STALLS
39 HOTEL SUITES	39
EMPLOYEES FOR FACILITY AS PROPOSED	8
AREAS FOR NON-SIMULTANEOUS PARKING:	
SEATING CAPACITY IN THE SNACK BAR/BAR:	
BAR	9
SEATED AT LOUNGE TABLES	21
CAPACITY OF COMPLIMENTARY BREAKFAST BAR	18
TOTAL CAPACITY	48
(48 DIVIDED BY THE REQUIREMENT OF 1 STALL FOR EVERY 3 PERSONS OF NON-SIMULTANEOUS USE)	16
TOTAL REQUIRED STALLS	63

STELLING & ASSOCIATES ARCHITECTS, LTD.

ROBERT NEW HOTEL
THE MERIDIEN
PETER N PAPPAS
OWNER
LAKE GENEVA, WI

DRAWING DESCRIPTION:
PROPOSED SIMULTANEOUS LOBBY CAPACITY PLAN

REVISED: 4-2-96

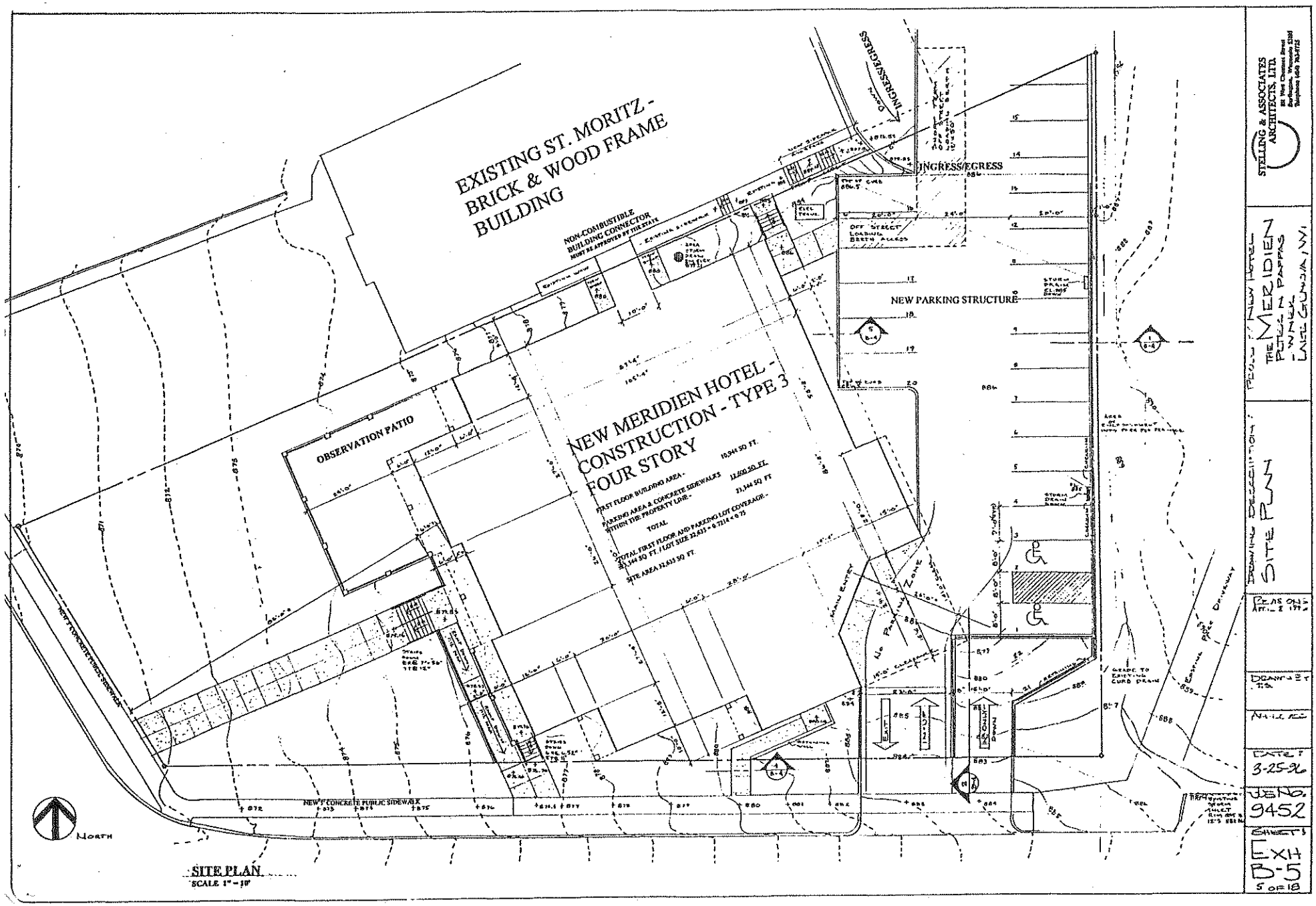
DRAWN BY: [illegible]

APPROVED:

DATE: 3-25-96

JOB No. 9452

SHEET: EXH B-9
9 OF 18



SITE PLAN
SCALE 1" = 10'

STELLING & ASSOCIATES ARCHITECTS, LTD.

PROJECT: NEW HOTEL THE MERIDIEN PETER N PAPPAS - WNER LAKE GUNJA, WI

DRAWING DESCRIPTION: SITE PLAN

REASONS APRIL 2 1996

DRAWN BY T.S.

DATE: 3-25-96

JOB NO. 9452

SHEET: EXH B-5 5 OF 18

City of Lake Geneva

APPLICATION FOR LAND DIVISION REVIEW

[X] CERTIFIED SURVEY MAP or [ ] SUBDIVISION PLAT

NAME AND ADDRESS OF CURRENT OWNER:

Dreamfield, LLC
401 N. Michigan Avenue, Ste. 3200
Chicago, IL 60611-4163

TELEPHONE NUMBER OF CURRENT OWNER: 352-598-0011

NAME AND ADDRESS OF APPLICANT:

Same as Owner.

TELEPHONE NUMBER OF APPLICANT: Same as Owner.

NAME AND ADDRESS OF SURVEYOR:

Mr. Doug Olson
Jensen & Olson Land Surveying
45 S. Wisconsin Street, Elkhorn, WI 53121

TELEPHONE NUMBER OF SURVEYOR: 262-723-3434

SHORT STATEMENT DESCRIBING PURPOSE OF APPLICATION: See Narrative attached hereto as Exhibit A.

SUBMITTAL CHECKLIST

X LOCATION MAP SHOWING LOCATION OF PARCELS TO BE DIVIDED OR PARTIALLY DIVIDED WITH TOWN OR TOWNS, AND PARCELS WITHIN 1,000-FT OF BOUNDARY OF SUBJECT PROPERTY.

X SKETCH MAP TO APPROXIMATE SCALE SHOWING ENTIRE PARCELS TO BE DIVIDED OR PARTIALLY DIVIDED, AND SHOWING THE APPROXIMATE CONFIGURATION OF PROPOSED LOTS AND ROADS WITHIN THOSE PARCELS.

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

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

I AM AWARE THAT THE CITY OF LAKE GENEVA IS ACTIVELY ENGAGED IN THE REVIEW, APPROVAL OR DENIAL OF LAND DIVISIONS WITHIN ITS EXTRATERRITORIAL LAND DIVISION REVIEW AREA.

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

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

8-9-10
Date

By: James P. Howe
James P. Howe, Attorney-in-Fact

EXHIBIT A

NARRATIVE TO APPLICATION FOR LAND DIVISION REVIEW

The Certified Survey Map ("CSM"), subject to review and approval by the City of Lake Geneva under its extra-territorial plat authority, proposes to divide two (2) existing lots on Snake Road into four (4) lots, ranging in size from 35.1 acres (Lot 2), to 55.4 acres (Lot 1). None of the four (4) lots will be less than 35 acres in size.

The existing two (2) lots are zoned by Walworth County as A-2, Agricultural Land District, and C-2, Upland Resource Conservation District. The zoning districts have a minimum lot size of twenty (20) acres and five (5) acres, respectively. The land division under the CSM will not result in any lot below the minimum size of its zoning district(s).

Each lot will share access for ingress, egress, and utilities to Snake Road by means of a sixty-six foot (66')-wide private easement locate primarily on Lot 4 and Lot 1, utilizing an existing drive from Snake Road into Lot 2 and a gallop trail across Lot 2. Such access shall be further granted and governed by a certain Driveway and Utility Easement Declaration, substantially in the form attached as Exhibit B hereto and incorporated herein.

Access to S.T.H. 50 will be limited to the two (2) existing agricultural access points, one on the proposed Lot 2, and the other on the proposed Lot 3. No change in the nature or the use of these agricultural access points is proposed by the CSM.

EXHIBIT B

DRIVEWAY AND UTILITY EASEMENT DECLARATION

See attached.

Document Number

DRIVEWAY AND UTILITY EASEMENT DECLARATION

Document Name

Recording Area

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

JG 3400010; JG3500012
Parcel Identification Number (PIN)

THIS DRIVEWAY AND UTILITY EASEMENT DECLARATION ("Declaration") is made this ____ day of _____, 2010, by DREAMFIELD, LLC, a Delaware limited liability company ("Declarant").

RECITALS

WHEREAS, Declarant is the owner of certain real property commonly known as W3314 Snake Road, Town of Geneva, Walworth County, Wisconsin, and more particularly described in the attached Exhibit A incorporated herein. Said property is the subject of a land division under a proposed certified survey map, the first page of which is substantially in the form of the attached Exhibit B incorporated herein ("CSM") ("Lot 1," "Lot 2," "Lot 3," and "Lot 4 " of the CSM, sometimes, individually, "Lot;" collectively, "Lots"); and

WHEREAS, there is depicted on the CSM a "66' Wide Ingress & Egress Easement" across portions of Lot 4 and Lot 1, using an existing driveway access to Snake Road, as illustrated on the first page of the CSM, as well as an existing private drive across portions of Lot 4, Lot 1, and Lot 2 and a gallop track across portions of Lot 2 to the west boundary of Lot 3 that offer easier access across Lot 1 and Lot 4 to Lot 2 and Lot 3 (collectively, "Easement Area"); and

WHEREAS, Declarant desires to subject the Lots to the conditions, restrictions, covenants, reservations, and easements set forth below, for the benefit of each future owner of the Lots, and their respective successors and assigns.

NOW, THEREFORE, Declarant hereby declares that the Lots shall be used, held, transferred, sold, and conveyed, subject to the conditions, restrictions, covenants, reservations, and easements hereinafter set forth, which shall inure to the benefit of and pass with the Lots, and shall apply to and bind the successors in interest and any owner thereof:

1. **Incorporation**. The preamble and recitals above are incorporated herein.

2. **Driveway Easement**.

a. **Driveway Easement**. Declarant hereby declares, conveys, and releases to the subsequent owner in fee simple of each of the Lots, its successors and assigns (collectively, "Owner"), as an easement appurtenant to each of the Lots, a perpetual, nonexclusive easement and right-of-way for driveway purposes for pedestrian and vehicular ingress and egress to Snake Road, on, over, under, and across the Easement Area ("Driveway Easement").

b. **Installation, Repair, Maintenance, and Replacement Expense - Lots 2 and 3**. The Owners of Lot 2 and Lot 3 shall share equally the entire cost and expense of installing a driveway in such location within the Easement Area, of such size, and using such materials as the Owners of Lot 2 and Lot 3 shall agree, on, under, and across the portion of the Easement Area on Lot 2 to any future residence to be situated on Lot 2 and served thereby that will connect to the nearest existing drive and gallop track within the Easement Area ("Lot 2 Driveway"). The Owner of Lot 3 shall bear the entire cost and expense of installing a driveway in such location within the Easement Area, of such size, and using such materials as the Owner of Lot 3, in its sole discretion, shall elect, on, under, and across the portion of the Easement Area on Lot 2 from the Lot 2 Driveway to any future residence to be situated on Lot 3 and served thereby ("Lot 3 Driveway"). Thereafter, the Owners of Lot 2 and Lot 3 shall share equally the entire cost and expense in perpetuity of clearing debris and snow from, repairing, maintaining, and replacing the Lot 2 Driveway, and the Owner of Lot 3 shall bear the entire cost and expense in perpetuity of clearing debris and snow from, repairing, maintaining, and replacing the Lot 3 Driveway. Either Owner may, but need not, upon not less than ten (10) days' notice to the other Owner (or in the case of an emergency, upon notice given as soon as is reasonably possible), perform any maintenance or repair necessary to maintain the Lot 2 Driveway. In such event, the notified Owner shall, within ten (10) days of receiving a written demand by the performing Owner, reimburse the performing Owner for the cost and expense of such maintenance or repair.

c. **Installation, Repair, Maintenance, and Replacement Expense - Balance of Driveway**. The Owners of Lot 1, Lot 2, Lot 3, and Lot 4 shall share equally the entire cost and expense in perpetuity of clearing debris and snow from, repairing, maintaining, and replacing the portion of the existing drive from its access to Snake Road to the south boundary of Lot 2 ("Drive"), in such location within the Easement Area, of such size, and using such materials as a majority of said Owners shall agree.

d. **Permitted Users**. The Driveway Easement on which the Drive is situated may be used by each of the Owners and their respective guests, licensees, and invitees (collectively, "Guests"). The Driveway Easement on which the Lot 2 Driveway is situated may be used by the Owners of Lot 2 and Lot 3 and their respective Guests. The Driveway Easement on which the Lot 3 Driveway is situated may be used by the Owner of Lot 3 and its Guests. In no event shall parking be permitted on the Drive, the Lot 2 Driveway

or the Lot 3 Driveway that obstructs any Owner's access between such Owner's Lot and Snake Road.

e. **Insurance**. The Owner of each Lot shall maintain in effect at all times during the term of this Declaration a policy of liability insurance naming the Owner of each Lot across which the insuring Owner uses the Driveway Easement to access the insuring Owner's Lot as an additional insured, to insure against injury to property, person, or loss of life arising out of the use of the Easement Area by the insuring Owner or its Guests, with limits of coverage that are at levels customarily maintained from time to time by residents in the community in which the Easement Area is located ("Insurance Policy"). For each year in which this Declaration is in effect, each insured Owner shall be provided with a copy of the Insurance Policy. The Insurance Policy shall be written by a company duly qualified to do business in the State of Wisconsin, and shall be satisfactory in all respects to the insured Owner or Owners. No such policy shall be cancelable or subject to reduction of coverage or modification except after thirty (30) days' prior written notice to the insured Owner or Owners. At least thirty (30) days before the expiration of the Insurance Policy, the insuring Owner shall obtain a renewal or "binder" of the Insurance Policy. No Owner shall do or permit anything to be done that will invalidate the Insurance Policy. The failure by an insuring Owner to maintain the Insurance Policy may be deemed a default under this Declaration by the Owner or Owners to be insured thereby.

f. **No Public Dedication**. Nothing in this Declaration shall be deemed to be a gift or dedication of any portion of the Driveway Easement to the general public or for any public purpose whatsoever. The Owners shall cooperate with each other and take such measures as may be necessary to prevent the dedication to the public of the Drive, the Lot 2 Driveway, and the Lot 3 Driveway, whether by express grant, implication, or prescription, including, without limitation, the posting of "Private Drive" or "No Trespassing" signs. Such measures shall not, however, unreasonably interfere with the Driveway Easement.

3. **Utilities**. Declarant hereby declares, grants, conveys, and releases to each Owner as an easement appurtenant to such Owner's Lot, a perpetual, nonexclusive right-of-way and easement for the purpose of constructing, erecting, installing, maintaining, operating, using, repairing, replacing, and reconstructing underground pipes and conduits for cable television, natural gas, telephone, electric, sanitary sewer, and water service, and associated facilities and appurtenances, and ingress and egress to exercise the rights and privileges granted herein, in, into, upon, over, across, and under the Easement Area ("Utilities Easement").

4. **Miscellaneous**.

a. **No Interfering Improvements**. No Owner shall construct or install upon the Easement Area any buildings or structures which would interfere with the operation or maintenance of the Driveway Easement or the Utilities Easement.

b. **Prior Notice of Entry**. Except for routine maintenance and inspection, each Owner shall provide the other Owners with reasonable advance notice of any entry by the notifying Owner upon the Easement Area, and shall conduct such entry and any work in connection therewith so as to reasonably minimize interference with the use of the Easement Area by the other Owners and their Guests.

c. **Property Restoration**. Following the completion of the construction of the facilities and appurtenances in the Easement Area to Lot 2 and Lot 3, the constructing Owner of Owners shall reasonably restore the surface of the Easement Area to its original condition.

d. **Indemnity**. Each Owner shall indemnify, hold harmless, and defend the other Owners, their respective heirs, personal representatives, successors, and assigns, from all liability, suits, actions, claims, costs, damages, and expenses of every kind and description, including, without limitation, court costs and legal fees, for claims of any character, including, without limitation, liability and expenses in connection with liens or claims for work or labor done or to be done, or for materials furnished or to be furnished, which may attach to or encumber the other Owners' Lots, or the loss of life, personal injury, or damage to property brought because of any injuries or damages received or sustained by any person, persons, or property on account of or arising out of the use of any of the Easement Area by the indemnifying Owner or such Owner's Guests. If a lien is filed against any other Owner's Lot arising out of such use, the indemnifying Owner shall cause such lien to be removed therefrom by bonding or otherwise, within forty-five (45) days after receiving notice of the filing of such lien.

e. **Covenants Run with Land**. All of the terms and conditions in this Declaration, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by each Owner, its heirs, successors, and assigns. The Driveway Easement and the Utilities Easement are easements appurtenant to the Lots, and shall not be transferred separately from, or severed from, title to them. The benefits of the Driveway Easement and the Utilities Easement shall not be extended to any properties other than the Lots without the consent of all of the Owners. Each Owner, its heirs, personal representatives, successors, and assigns, as fee simple owner of such Owner's Lot, shall cease to have further liability under this Declaration with respect to facts or circumstances first arising after such Owner has transferred its fee simple interest in such Owner's Lot, except, however, for obligations that have accrued during the period of such Owner's ownership of title.

f. **Governing Law**. This Declaration shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

g. **Entire Agreement**. This Declaration sets forth the entire understanding of the Declarant, and may not be changed except by a written document executed and acknowledged by the Declarant (during the period of the ownership of all of the Lots), or all of the Owners, as the case may be, and duly recorded in the Office of the Register of Deeds for Walworth County, Wisconsin.

h. **Notices**. All notices pursuant to this Declaration shall be delivered in person or sent by certified mail, postage prepaid, return receipt requested, to the other Owners at such Owners' last known addresses. If any Owner's address is not known to the Owner desiring to send a notice, the Owner sending the notice may use the address to which such other Owner's property tax bills are sent. Any Owner may change its address for notice by providing written notice to the other Owners pursuant to this subsection 4.h.

i. **Invalidity**. If any term or condition of this Declaration, or the application of this Declaration to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Declaration, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

j. **Waiver**. No delay or omission by the Declarant or any Owner in exercising any right or power arising out of any default under any of the terms or conditions of this Declaration shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of any other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Declaration.

k. **Nonuse**. Nonuse or limited use of the easement rights granted in this Declaration shall not prevent any Owner from later use of the easement rights to the fullest extent authorized in this Declaration.

l. **Enforcement**. Enforcement of this Declaration may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Declaration, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Declaration, the prevailing party(s) shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party(s).

(Signature page follows)

IN WITNESS WHEREOF, Declarant has executed this Declaration on the date first written above.

DREAMFIELD, LLC, a Delaware limited liability company

By:_____
Lucy Surchik, Vice President

STATE OF _____)
) ss.
COUNTY OF _____)

Personally came before me this ___ day of _____, 2010, the above-named Lucy Surchik, known to me to be the person who executed the foregoing instrument and acknowledged the same, as her free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

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

This instrument was drafted by:

James P. Howe, Esq.
GODFREY, LEIBSLE, BLACKBOURN &
HOWARTH, S.C.
354 Seymour Court
Elkhorn, Wisconsin 53121
Telephone: (262) 723-3220
Facsimile: (262) 723-5121

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

(End of legal description)

EXHIBIT B

CSM - FIRST PAGE

See attached.

NOTE: Please be advised that Grantor(s) hereby directs viewers to ignore the printed text material on the following map. Only the spatial relationships of the illustrations on the map are being presented for your information.

Signed by:_____ Date:_____, 2010.
James P. Howe, agent for the Grantor

CERTIFIED SURVEY MAP No. _____

Located in the Northwest 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 27, Town 4 North, Range 16 East, Town of LaGrange, Walworth County, Wisconsin.

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

Jensen & Olson Land Surveying, LLC
45 South Wisconsin Street * P.O. Box 322 * Elkhorn, Wisconsin, 53121
Telephone: (262) 723-3434 * Facsimile: (262) 723-8044
Email: jensen.olson@elknet.net

Mapping date: August 3, 2010. Zoning: A-2 & C2.

Soils: CeB2, CyA, HeB, KlA, MwC2, MwD2, MyB, MyC2, PsB, ScA & ScB.

Job reference no. 2010.006

Reserved for Walworth County Register of Deeds

CERTIFIED SURVEY MAP No. _____

Scale in Feet. 1"=500'

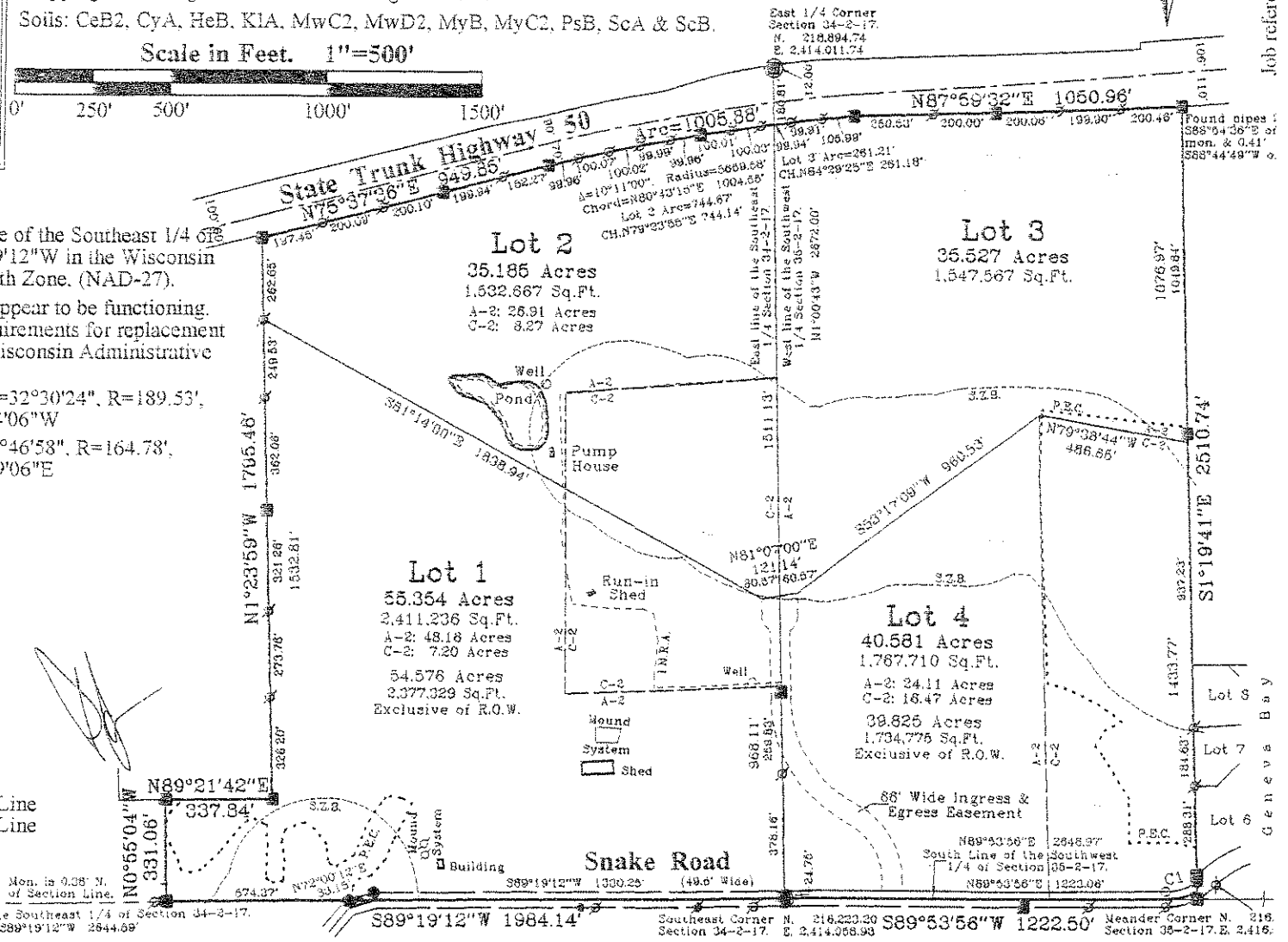
0' 250' 500' 1000' 1500'

Notes:

1. Bearings referenced to the South line of the Southeast 1/4 of Section 34-2-17, recorded as S89°19'12"W in the Wisconsin State Plane Coordinate System, South Zone, (NAD-27).
2. Existing sanitary systems on Lot 1 appear to be functioning. No evaluation as to meeting the requirements for replacement system under "COMM-83" of the Wisconsin Administrative Code.
3. C1 Curve Data - Centerline - Δ=32°30'24", R=189.53', L=107.53', Ch=106.09', Chb=S74°24'06"W
4. C1 Curve Data - R.O.W. - Δ=37°46'58", R=164.78', L=108.66', Ch=106.70', Chb=N71°49'06"E

Legend

- Found County Section Corner, Concrete Mon. with Brass Cap.
- Found Concrete Monument
- Found Iron Pipe, 1" dia.
- Found Iron Rod, 3/4" dia.
- Set Iron Rod, 3/4" dia., 24" long, weighing 1.13 lbs./lin. ft.
- ( ) Recorded Information
- P.E.C. Primary Environmental Corridor Line
- I.N.R.A. Isolated Natural Resource Area Line
- S.Z.B. Shoreland Zoning Boundary Line
- C-2 / A-2 Zoning District Line



CERTIFIED SURVEY MAP No. _____ Vol. _____ Page _____

A parcel of land located in the Northeast 1/4, Northwest 1/4, Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 34 and the Northwest 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 35, all in Town 2 North, Range 17 East, Town of Geneva, Walworth County, Wisconsin.

Legal Description

A parcel of land located in the Northeast 1/4, Northwest 1/4, Southeast 1/4 and Southwest 1/4 of the Southeast 1/4 of Section 34 and the Northwest 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 35, all in Town 2 North, Range 17 East, Town of Geneva, Walworth County, Wisconsin, described as follows: Beginning at the Southeast Corner of said Section 34; thence South 89°19'12" West, along the South line of said Southeast 1/4 of Section 34, 1984.14 feet to a point 0.38' South of a concrete monument shown on prior surveys as marking the Southwest corner of the South 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4 of said Section 34; thence North 0°55'20" West 331.06 feet to a concrete monument; thence North 89°21'42" East 337.84 feet to a concrete monument; thence North 1°23'59" West 1795.46 feet to a concrete monument on the South line of State Trunk Highway 50; thence Nort 75°37'36" East, along said South line, 949.85 feet to a concrete monument; thence Northeasterly along said South line and the arc of a curve to the right (central angle=10°11'00", radius=5659.58 feet, chord bears North 80°43'15" East 1004.55 feet) 1005.88 feet to a concrete monument; thence North 87°59'32" East, along said South line, 1050.96 feet to a concrete monument; thence South 1°19'41" East 2510.74 feet to a point on the centerline of Snake Road; thence Southwesterly along said centerline and the arc of a curve to the right (central angle=32°30'24", radius=189.53 feet, chord bears South 74°24'06" West 106.09 feet) 107.53 feet to a point on the South line of said Section 35; thence South 89°53'56" W, along said South line, 1222.50 feet to the Point of Beginning.
Said parcel contains 166.648 acres (7,259,152 sq.ft.) of land, more or less.

Surveyor's Certificate

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

WISCONSIN
DOUGLAS OLSON S-2093 ELKHORN, WI
LAND SURVEYOR

Date: 08-03-2010

Revised: _____

_____

_____
Douglas G. Olson, R.L.S. 2093

Walworth County Approval & Town of Geneva Approval

This Certified Survey Map has been prepared to divide two existing Tax Parcels (JG 3400010 and JG 3500012) into 4 lots. All new lots are larger than 35 acres, therefore this map is exempt from review and approval by Walworth County and the Town of Geneva.

Extraterritorial Approval

Resolved that this Certified Survey Map is hereby approved by the Common Council of the City of Lake Geneva, Wisconsin.

_____
Jim Connors, Mayor

I hereby certify that the foregoing is a copy of a resolution adopted by the Common Council of the City of Lake Geneva, Wisconsin, this _____ day of _____, 2010.

_____
Artis Roenspies, Deputy City Clerk

This instrument was drafted by Douglas G. Olson
Wisconsin Registered Land Surveyor No. 2093

Job reference no. 2010.006

CRISPELL-SNYDER, INC.
PROFESSIONAL CONSULTANTS

August 11, 2010

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

Attn: Mr. Barney Brugger
Zoning Administrator

Re: Dreamfield, LLC – Proposed Certified Survey Map - Extraterritorial Review
Project No. R10-0014-105

Dear Barney,

We have reviewed the above referenced Certified Survey Map (CSM) prepared by Jensen & Olson Land Surveying, LLC, dated August 3, 2010, and have the following comments:

Sheets 1:

- Any easements that are proposed to be created by this CSM should be shown in sufficient detail such that their location can be determined from the CSM.

Sheets 1 & 2:

- Although the CSM boundary has an acceptable closure, there is a discrepancy between Sheet 1 and Sheet 2 regarding the second boundary course. The bearing on Sheet 1 is listed as "N0°55′04″W" and the bearing in the legal description on Sheet 2 is written as "North 0°55′20″ West".

- The combined areas of Lots 1-4 as shown on Sheet 1 total 7,259,180 square feet. The parcel area written in the legal description on Sheet 2 is "(7,259,152 sq. ft.)"

Submitted data has been reviewed for conformance with generally accepted surveying practices and City policies. Although this data has been reviewed, the surveyor is responsible for the thoroughness and accuracy of survey and supplemental data and for their compliance with all state and local codes, ordinances, and procedures. Modification to the survey, etc. may be required should errors or changed conditions be found at a future date.

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

Sincerely,

CRISPELL-SNYDER, INC.

Michael W. Rubendall
Senior Designer

cc: Douglas G. Olson, R.L.S., Jensen & Olson Land Surveying, LLC
Susan Barker, P.E., Crispell-Snyder, Inc.

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

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

Madison
2801 Crossroads Dr.
Suite 2000
Madison, WI 53718
608.244.6277
FAX 608.249.6615

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

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

City of Lake Geneva

APPLICATION FOR LAND DIVISION REVIEW

[X] CERTIFIED SURVEY MAP or [ ] SUBDIVISION PLAT

NAME AND ADDRESS OF CURRENT OWNER:

First Banking Center, Inc.
Attn: John Smith
400 Milwaukee Ave, Burlington, WI 53105

TELEPHONE NUMBER OF CURRENT OWNER: (262) 763.3581

NAME AND ADDRESS OF APPLICANT:

Mark C. Taylor, AICP, Assoc. AIA (As representative of First Banking Center, Inc.)
LandCraft Survey & Engineering, Inc.
2077 South 116th Street, Milwaukee, WI 53227

TELEPHONE NUMBER OF APPLICANT: (414) 604.0674

NAME AND ADDRESS OF SURVEYOR:

LandCraft Survey & Engineering, Inc.
2077 South 116th Street, Milwaukee, WI 53227

TELEPHONE NUMBER OF SURVEYOR: (414) 604.0674

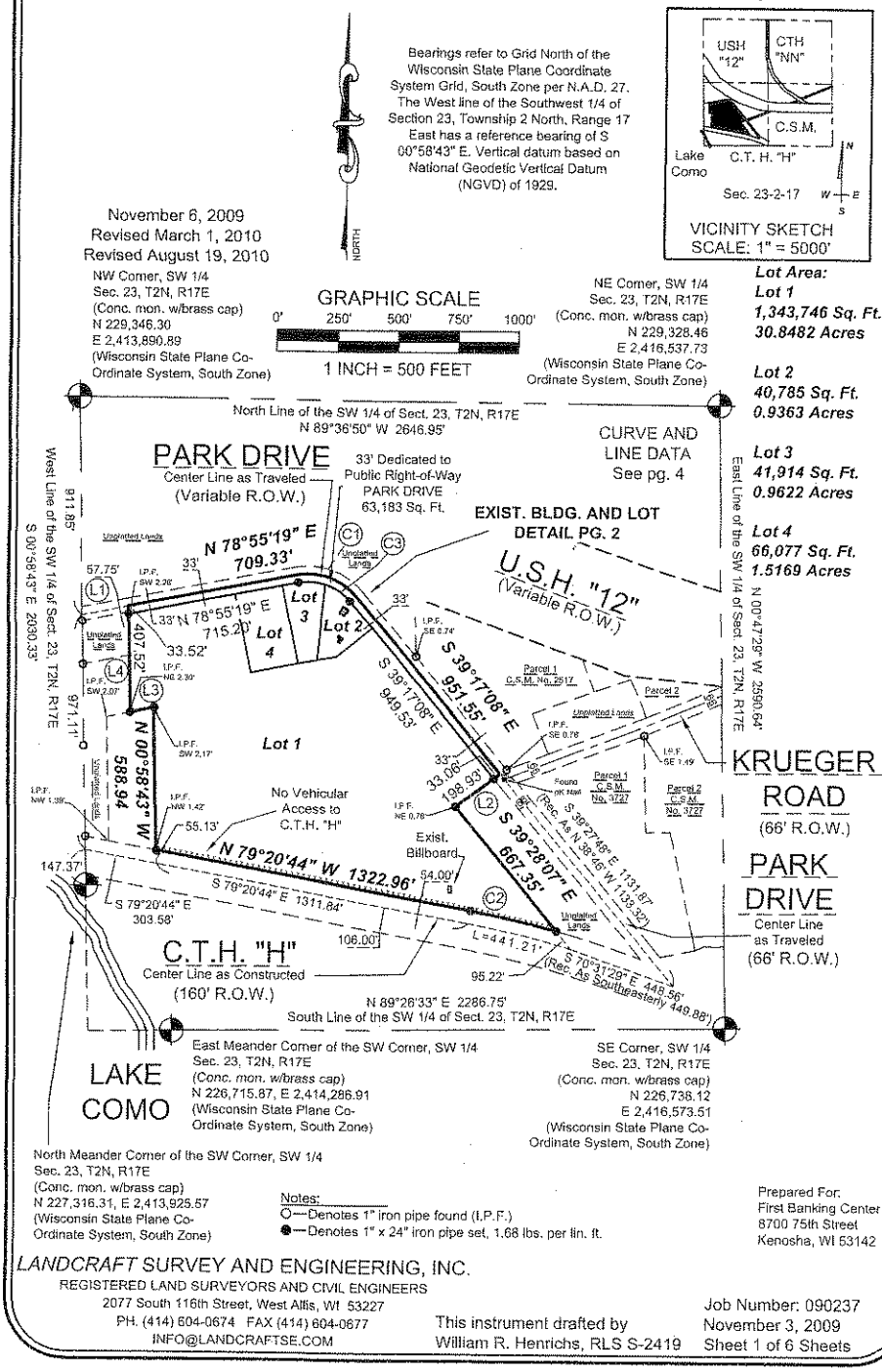
SHORT STATEMENT DESCRIBING PURPOSE OF APPLICATION:

Located in the Town of Geneva and requiring Extraterritorial Plat Review, this CSM proposes to divide the existing single family parcelsinto four (4) single family lots and bring the zoning into comformance with County Regulations (rezoning adjusts the boundaries to represent concurred PEC & Wetland Area).

To date the CSM has recieved Town Board approval and preliminary County approval pending City's acceptance.

CERTIFIED SURVEY MAP NO. _____

Being a part of the Northeast 1/4, the Northwest 1/4, the Southeast 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 23, Township 2 North, Range 17 East, in the Town of Geneva, Walworth County, Wisconsin.



LANDCRAFT SURVEY AND ENGINEERING, INC.
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS
2077 South 116th Street, West Allis, WI 53227
PH. (414) 604-0674 FAX (414) 604-0677
INFO@LANDCRAFTSE.COM

This instrument drafted by
William R. Henrichs, RLS S-2419

Job Number: 090237
November 3, 2009
Sheet 1 of 6 Sheets

CERTIFIED SURVEY MAP NO. _____

Being a part of the Northeast 1/4, the Northwest 1/4, the Southeast 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 23, Township 2 North, Range 17 East, in the Town of Geneva, Walworth County, Wisconsin.

Notes:
O—Denotes 1" iron pipe found (I.P.F.)
●—Denotes 1" x 24" iron pipe set, 1.68 lbs. per lin. ft.

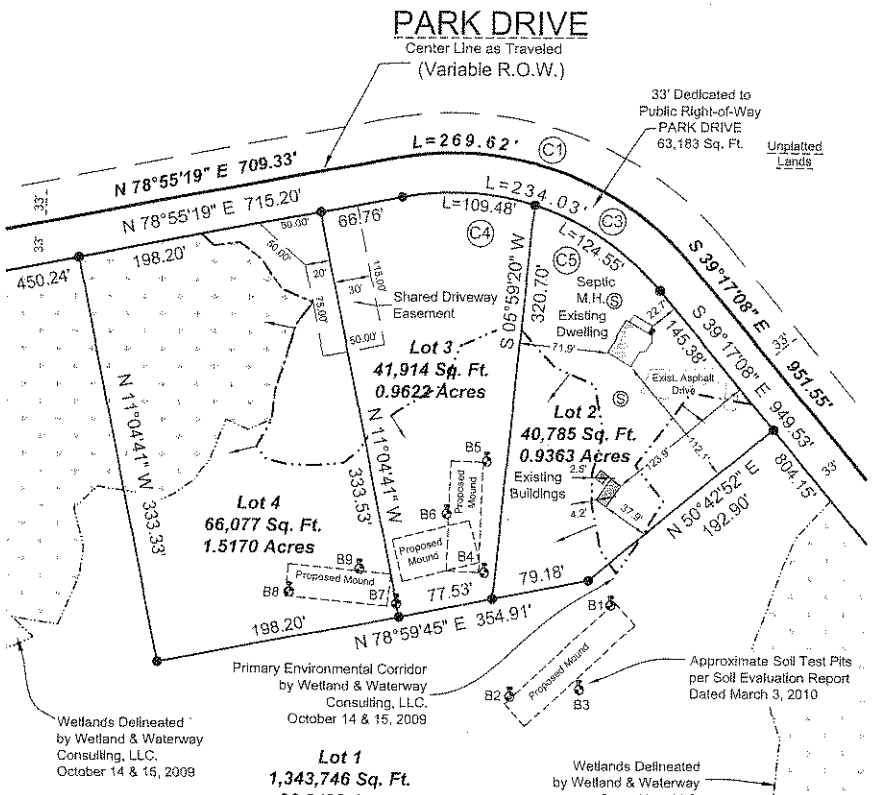
Bearings refer to Grid North of the Wisconsin State Plane Coordinate System Grid, South Zone per N.A.D. 27. The West line of the Southwest 1/4 of Section 23, Township 2 North, Range 17 East has a reference bearing of S 00°58'43" E. Vertical datum based on National Geodetic Vertical Datum (NGVD) of 1929.

NORTH

November 6, 2009
Revised March 1, 2010
Revised August 19, 2010

CURVE AND LINE DATA
See pg. 4

BUILDING & LOT DETAIL



Prepared For:
First Banking Center
8700 75th Street
Kenosha, WI 53142

GRAPHIC SCALE
0' 50' 100' 150' 200'
1 INCH = 100 FEET

LANDCRAFT SURVEY AND ENGINEERING, INC.
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS
2077 South 116th Street, West Allis, WI 53227
PH. (414) 604-0674 FAX (414) 604-0677
INFO@LANDCRAFTSE.COM

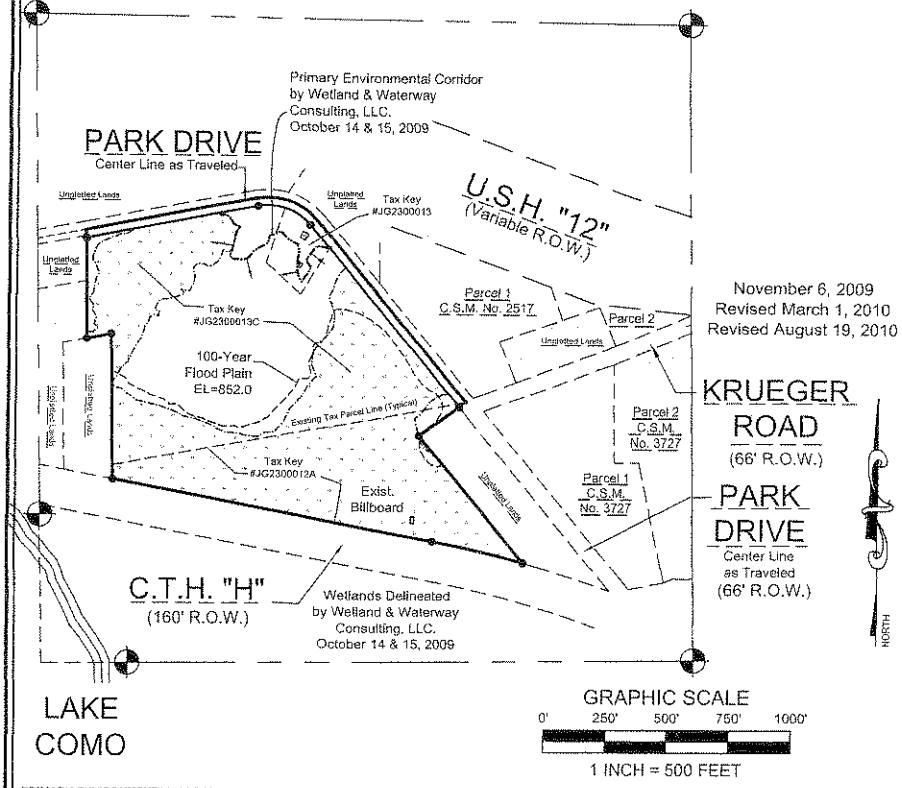
This instrument drafted by
William R. Henrichs, RLS S-2419

Job Number: 090237
November 3, 2009

CERTIFIED SURVEY MAP NO. _____

Being a part of the Northeast 1/4, the Northwest 1/4, the Southeast 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 23, Township 2 North, Range 17 East, in the Town of Geneva, Walworth County, Wisconsin.

ENVIRONMENT DETAIL



PRIMARY ENVIRONMENTAL CORRIDOR PRESERVATION AREA RESTRICTIONS

1. The removal of topsoil or other earthen materials shall be prohibited.
2. The removal or destruction of any vegetative cover, ie., trees, shrubs, grasses, etc., is prohibited, except as allowed by the Management Plan and with the exception that dead, diseased or dying vegetation may be removed, at the discretion of the landowner and with the approval from Walworth County. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from Walworth County shall also be permitted. The removal of any vegetative cover that is necessitated by the approved construction of a residence or accessory building, shall be permitted. The removal of any vegetative cover within the Primary Environmental Corridor that is necessitated to provide access or service to an approved residence or accessory building, shall be permitted only when the access or service cannot be located outside of the Primary Environmental Corridor and with the approval from Walworth County.
3. Grazing by domesticated animals, ie., horses, cows, etc., shall be discouraged to the greatest extent possible.
4. The introduction of plant material not indigenous to the existing environment of the Primary Environmental Corridor area shall be prohibited.
5. Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, Walworth County, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
6. The construction of buildings within the Primary Environmental Corridor Preservation Area is allowed, but only within the approved building envelopes on the Certified Survey Map. Any alterations to such an approved building envelope will require the approval of Walworth County.

CONSERVANCY/WETLAND/FLOODPLAIN PRESERVATION AREA RESTRICTIONS

1. Grading and filling are prohibited, unless specifically authorized by the municipality in which this land is located and, if applicable, Walworth County, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
2. The removal of topsoil or other earthen materials is prohibited.
3. The removal or destruction of any vegetative cover, ie., trees, shrubs, grasses, etc., is prohibited, except as allowed by the Management Plan and with the exception that dead, diseased or dying vegetation may be removed, at the discretion of the landowner and with the approval from Walworth County. Silvicultural thinning, upon the recommendation of a forester or naturalist and with approval from Walworth County, shall also be permitted. The removal of any vegetative cover that is necessitated by the approved construction of a residence or accessory building, shall be permitted. The removal of any vegetative cover within the Primary Environmental Corridor that is necessitated to provide access or service to an approved residence or accessory building, shall be permitted only when the access or service cannot be located outside of the Primary Environmental Corridor and with the approval from Walworth County.
4. Grazing by domesticated animals, ie., horses, cows, etc., is prohibited.
5. The introduction of plant material not indigenous to the existing environment of the Conservancy/Wetland/Floodplain Preservation Area area is prohibited.
6. Ponds may be permitted subject to the approval of the municipality in which they are located and, if applicable, Walworth County, the Wisconsin Department of Natural Resources and the Army Corps of Engineers.
7. The construction of buildings is prohibited.

LANDCRAFT SURVEY AND ENGINEERING, INC.
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS
2077 South 116th Street, West Allis, WI 53227
PH. (414) 604-0674 FAX (414) 604-0677
INFO@LANDCRAFTSE.COM

This instrument drafted by
William R. Henrichs, RLS S-2419

Job Number: 090237
November 3, 2009
Sheet 3 of 6 Sheets

CERTIFIED SURVEY MAP NO. _____

Being a part of the Northeast 1/4, the Northwest 1/4, the Southeast 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 23, Township 2 North, Range 17 East, in the Town of Geneva, Walworth County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

I, William R. Henrichs, Registered Land Surveyor, do hereby certify:

That I have surveyed, mapped and divided that part of the Northeast 1/4, the Northwest 1/4, the Southeast 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 23, Township 2 North, Range 17 East, in the Town of Geneva, Walworth County, Wisconsin, which is bounded and described as follows:

Commencing at the Northwest Corner of said Southwest 1/4 of Section 23;
Thence S 00°58'43" E along the West line of said Southwest 1/4 a distance of 911.85 feet;
Thence N 78°55'19" E along the centerline as traveled of Park Drive, 199.92 feet to the Point of Beginning;
Thence N 78°55'19" E along the centerline as traveled of Park Drive, 709.33 feet to a point on a curve;
Thence 269.62 feet along the arc of a curve with a 250.00 foot radius to the South and chord bearing S 70°10'55" E a distance of 256.74 feet;
Thence S 39°17'08" E along the centerline as traveled of Park Drive, 951.55 feet;
Thence S 54°13'53 W, 231.99 feet;
Thence S 39°28'07" E, 667.35 feet to a point on a curve;
Thence 367.80 feet along the arc of a curve with a 4377.28 foot radius to the South and a chord bearing N 76°56'19" W a distance of 367.69 feet;
Thence N 79°20'44" W, 1322.96 feet;
Thence N 00°58'43" W, 588.94 feet;
Thence S 78°59'45" W, 102.08 feet;
Thence N 00°58'43" W, 441.04 feet to the Point of Beginning.

Said lands containing 1,555,705 square feet, 35.7141 acres.

That I have made such survey, land division and map by the direction of First Banking Center, Inc., owner of said land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the Town of Geneva Land Division Ordinance in surveying, mapping and dividing the same.

November 6, 2009
Date

William R. Henrichs
Registered Land Surveyor, S-2419

Revised March 1, 2010
Revised August 19, 2010

LINE TABLE

LINE	LENGTH	BEARING
1	199.92'	N 78°55'19" E
2	231.99'	S 54°13'53" W
3	102.08'	S 78°59'45" W
4	441.04"	N 00°58'43" W

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD	CENTRAL ANGLE	CHORD BEARING
1	250.00'	269.62'	256.74'	61°47'33"	N 70°10'54.7" W
2	4377.28'	367.80'	367.69'	4°48'51"	N 76°56'18.5" W
3	217.00'	234.03'	222.85'	61°47'33"	N 70°10'54.7" W
4	217.00'	109.48'	108.32'	28°54'25"	N 86°37'28.9" W
5	217.00'	124.55'	122.85'	32°53'08"	N 55°43'42.2" W

LANDCRAFT SURVEY AND ENGINEERING, INC.
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS
2077 South 116th Street, West Allis, WI 53227
PH. (414) 604-0674 FAX (414) 604-0677
INFO@LANDCRAFTSE.COM

This instrument drafted by
William R. Henrichs, RLS S-2419

Job Number: 090237
November 3, 2009

CERTIFIED SURVEY MAP NO. _____

Being a part of the Northeast 1/4, the Northwest 1/4, the Southeast 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 23, Township 2 North, Range 17 East, in the Town of Geneva, Walworth County, Wisconsin.

CORPORATE OWNER'S CERTIFICATE OF DEDICATION

First Banking Center, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said corporation caused the land described on this certified survey map to be surveyed, divided, mapped and dedicated as represented on this certified survey map.

IN WITNESS WHEREOF, the said First Banking Center, Inc. has caused these presents to be signed by _____, its president, and its corporate seal to be hereunto affixed on this _____ day of _____ , 2010.

In the presence of: First Banking Center, Inc.

_____
President

STATE OF WISCONSIN)
KENOSHA COUNTY) SS
Personally came before me this _____ day of _____ , 2010,_____,
President, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President of said corporation, and acknowledged that they executed the foregoing instrument as such officer as the deed of said corporation, by its authority.

_____
Notary Public
State of Wisconsin
My Commission Expires: _____

CONSENT OF CORPORATE MORTGAGEE

_____ , a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this certified survey map and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said _____ , has caused these presents to be signed by _____ , its President, and its corporate seal to be hereunto affixed this _____ day of _____ , 2010.

_____ _____
Date President

STATE OF WISCONSIN)
KENOSHA COUNTY) SS
Personally came before me this _____ day of _____ , 2010,
_____ , to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

_____
Notary Public
State of Wisconsin
My Commission Expires: _____

LANDCRAFT SURVEY AND ENGINEERING, INC.
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS
2077 South 116th Street, West Allis, WI 53227
PH. (414) 604-0674 FAX (414) 604-0677
INFO@LANDCRAFTSE.COM

This instrument drafted by
William R. Henrichs, RLS S-2419

November 6, 2009
Revised March 1, 2010
Revised August 19, 2010
Job Number: 090237
November 3, 2009
Sheet 5 of 6 Sheets

CERTIFIED SURVEY MAP NO. _____

Being a part of the Northeast 1/4, the Northwest 1/4, the Southeast 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 23, Township 2 North, Range 17 East, in the Town of Geneva, Walworth County, Wisconsin.

PLAN COMMISSION APPROVAL

Approved by the Plan Commission of the Town of Geneva on this _____ day of _____, 2010.

_____ _____
Date Clerk

_____ _____
Date Chairman

TOWN BOARD APPROVAL

Approved by the Town Board of the Town of Geneva on this _____ day of _____, 2010.

_____ _____
Date Clerk

_____ _____
Date Chairman

WALWORTH COUNTY ZONING AGENCY APPROVAL

Approved by Resolution of the Walworth County Zoning Agency on this _____ day of _____, 2010.

_____
Chairman

CITY PLANNING COMMISSION APPROVAL

Resolved that the Certified Survey Map shown hereon, in the Extraterritorial Plat Approval Jurisdiction of the City of Lake Geneva, Walworth County, Wisconsin. Owner, First Banking Center, Inc., is hereby approved by the City of Lake Geneva Planning Commission on this _____day of _____2010.

_____

_____
City Clerk

November 6, 2009
Revised March 1, 2010
Revised August 19, 2010

LANDCRAFT SURVEY AND ENGINEERING, INC.
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS
2077 South 116th Street, West Allis, WI 53227
PH. (414) 604-0674 FAX (414) 604-0677
INFO@LANDCRAFTSE.COM

This instrument drafted by
William R. Henrichs, RLS S-2419

Job Number: 090237
November 3, 2009
Sheet 6 of 6 Sheets

ZONING EXHIBIT

Being a part of the Northeast 1/4, the Northwest 1/4, the Southeast 1/4 and the Southwest 1/4 of the Southwest 1/4 of Section 23, Township 2 North, Range 17 East, in the Town of Geneva, Walworth County, Wisconsin.

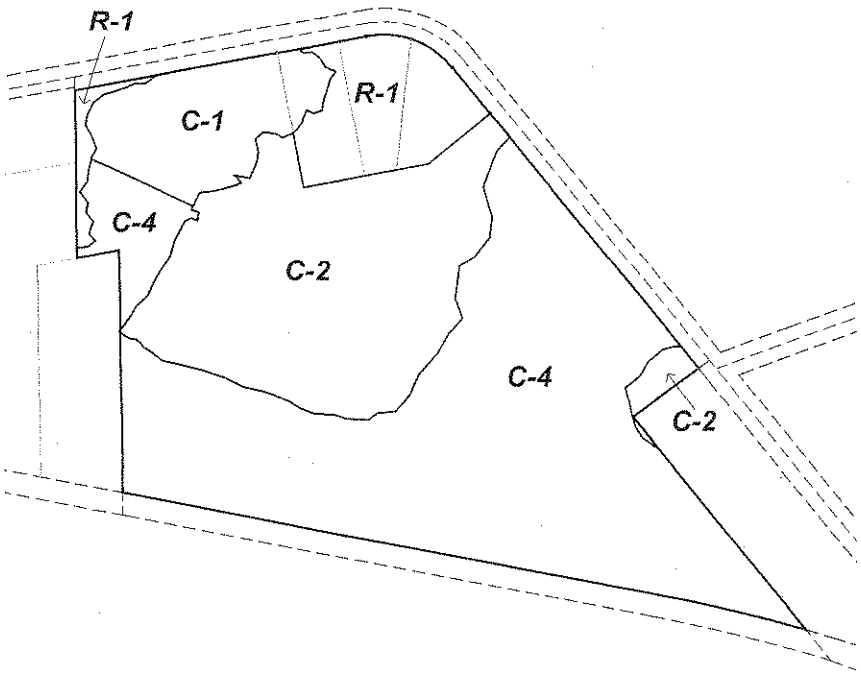
Bearings refer to Grid North of the Wisconsin State Plane Coordinate System Grid, South Zone per N.A.D. 27. The West line of the Southwest 1/4 of Section 23, Township 2 North, Range 17 East has a reference bearing of S 00°58'43" E. Vertical datum based on National Geodetic Vertical Datum (NGVD) of 1929.

GRAPHIC SCALE

0' 150' 300' 450' 600'

1 INCH = 300 FEET

February 11, 2009



Prepared For:
First Banking Center
8700 75th Street
Kenosha, WI 53142

LANDCRAFT SURVEY AND ENGINEERING, INC.
REGISTERED LAND SURVEYORS AND CIVIL ENGINEERS
2077 South 116th Street, West Allis, WI 53227
PH. (414) 604-0674 FAX (414) 604-0677
INFO@LANDCRAFTSE.COM

This instrument drafted by
William R. Henrichs, RLS S-2419

Job Number: 090237
Sheet 1 of 1 Sheets

CRISPELL-SNYDER, INC.
PROFESSIONAL CONSULTANTS

August 12, 2010

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

Attn: Mr. Barney Brugger
Zoning Administrator

Re: Mark C. Taylor – Proposed Certified Survey Map - Extraterritorial Review
Project No. R10-0014-106

Dear Barney,

We have reviewed the above referenced Certified Survey Map (CSM) prepared by Landcraft Survey and Engineering, Inc, with a revision date of March 1, 2010, and have the following comments:

Sheet 2:

- Proposed Lots 2 and 3 do not meet the one-acre minimum residential development requirement within the 1.5 mile extraterritorial area per the City's Subdivision Ordinance.

Sheet 3:

- Item 7. under "Primary Environmental Corridor Preservation Area Restrictions", mentions "...approved building envelopes on the Certified Survey Map." No building envelopes are presently shown on the proposed Certified Survey Map.

Submitted data has been reviewed for conformance with generally accepted surveying practices and City policies. Although this data has been reviewed, the surveyor is responsible for the thoroughness and accuracy of survey and supplemental data and for their compliance with all state and local codes, ordinances, and procedures. Modification to the survey, etc. may be required should errors or changed conditions be found at a future date.

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

Sincerely,

CRISPELL-SNYDER, INC.

Michael W. Rubendall
Senior Designer

cc: William R. Henrichs, R.L.S., Landcraft Survey and Engineering, Inc.
Susan Barker, P.E., Crispell-Snyder, Inc.

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

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

Madison
2801 Crossroads Dr.
Suite 2000
Madison, WI 53718
608.244.6277
FAX 608.249.6615

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

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

Draft Provisions to Amend Zoning Ordinance
to
Clarify the Regulation of Free-Standing Commercial Indoor Lodging Uses including
"Cottages", "Vacation Homes", Tourist Homes", "Resort Homes" and "Fractional Ownership Units"

DRAFT: 14 June 2010

Proposed Text to be Added is Double Underlined

Proposed Text to be Deleted is ~~Struckout~~

Section 98-206 Detailed Land Use Descriptions and Regulations

The land use categories employed by this Chapter (particularly Sections 98-203 and 98-204) are defined in this Section. Land uses which are not listed in this Chapter are not necessarily excluded from locating within any given zoning district. Section 98-911 empowers the Zoning Administrator to make interpretations on matters regarding specific land use proposals which are not addressed by this Chapter.

(4) Commercial Land Uses

(k) Commercial Indoor Lodging

Description: Commercial indoor lodging facilities include land uses which provide overnight and/or extended stay housing in individual rooms or suites of rooms, each room or suites of rooms having a private bathroom. Such land uses may provide in-room or in-suite kitchens, and may also provide indoor recreational facilities for the exclusive use of their customers.

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

As opposed to residential land uses, such commercial indoor lodging land uses are intended and managed to accommodate a turnover of occupants that occurs more frequently than typical year-long leases or periods of continuous home ownership. Such land uses are typically occupied to provide access to recreational, cultural and business opportunities in the region, and generally do not serve as the permanent legal residence of the occupants. Dwelling units which are occupied by a single party for less than a year, and remain unoccupied by any other party for the remainder of the year, such as many "second homes" are considered residential units, rather than commercial indoor lodging.

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

DEJ

TO: **MAYOR AND COMMON COUNCIL**

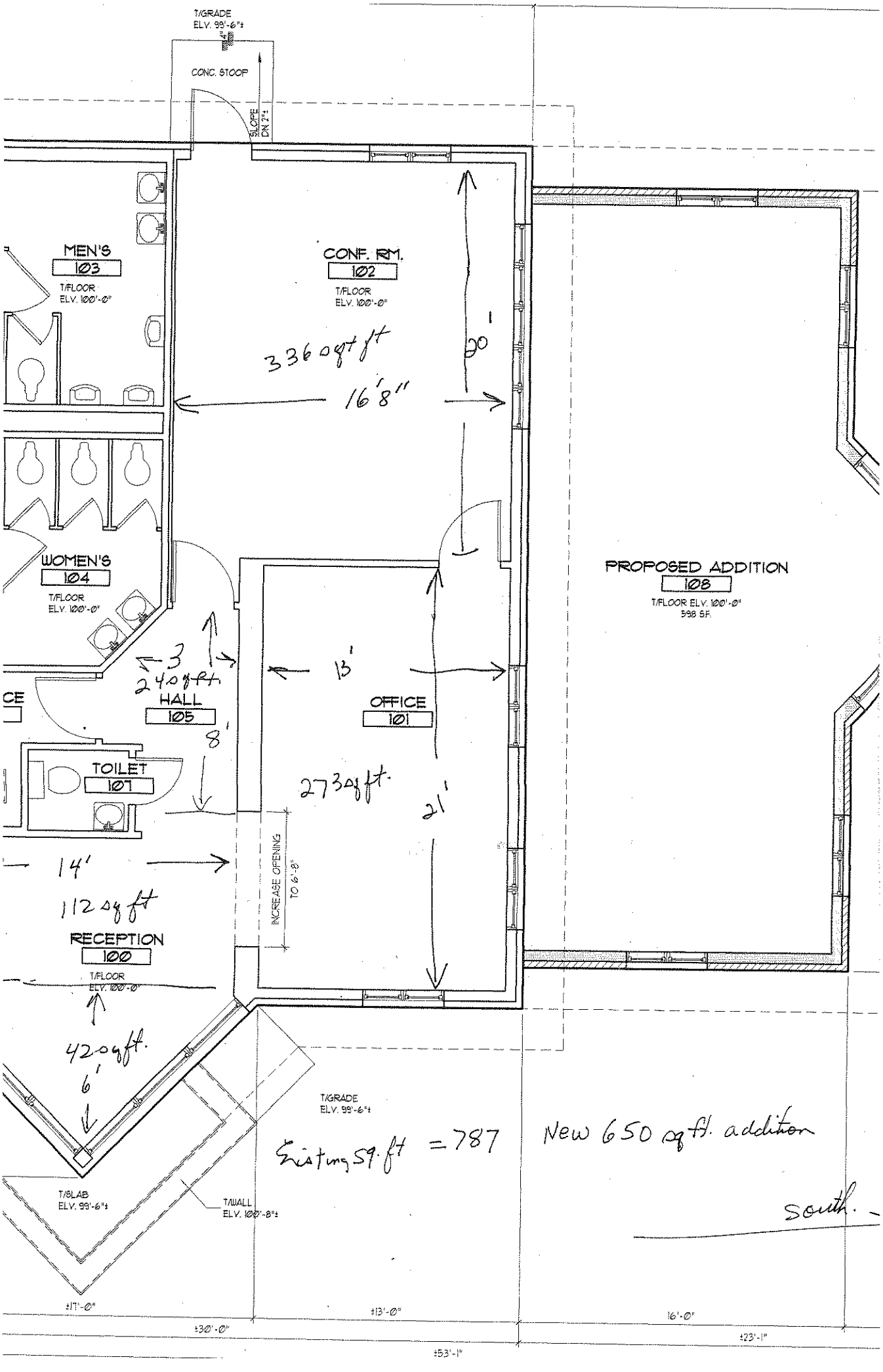
FROM: **CITY ADMINISTRATOR**

DATE: **AUGUST 23, 2010**

RE: **DISCUSSION AND ACTION ON FOOTPRINT FOR CHAMBER OF COMMERCE BUILDING**

Background: George Hennerly and the Chamber of Commerce are requesting that the Common Council discuss the submitted drawing of the proposed Chamber of Commerce addition to their building. Mr. Hennerly addressed the Committee of the Whole and wanted to get some indication if the Chamber's expansion would be incorporated into any future plans for the park. He is now asking that the proposed addition get the approval of the Common Council.

Recommendation: Approve the footprint for the Chamber of Commerce addition.


T/GRADE
ELV. 99'-6"±
CONC. STOOP
SLOPE DN 2"±
MEN'S
103
T/FLOOR
ELV. 100'-0"
CONF. RM.
102
T/FLOOR
ELV. 100'-0"
336 sq ft
16'8"
20'
WOMEN'S
104
T/FLOOR
ELV. 100'-0"
PROPOSED ADDITION
108
T/FLOOR ELV. 100'-0"
598 S.F.
3'
240 sq ft.
HALL
105
13'
OFFICE
101
8'
TOILET
107
273 sq ft.
21'
14'
112 sq ft
INCREASE OPENING TO 6'-8"
RECEPTION
100
T/FLOOR
ELV. 100'-0"
42 sq ft.
6'
T/GRADE
ELV. 99'-6"±
Existing 59 ft = 787
New 650 sq ft. addition
T/SLAB
ELV. 99'-6"±
T/WALL
ELV. 100'-8"±
South.
±17'-0"
±30'-0"
±13'-0"
16'-0"
±23'-1"
±53'-1"

Policy Amendment Request

Policy Number: 0.1	Last Adopted: N/A	Date of Request: 6/30/10

Reason for Change:

- Γ Spelling / Grammatical Error
- Γ Change in Contents
- Γ Updated Procedure
- ☒ Other Reason(s): New procedure

Description of Change:

This policy will provide a procedure to ensure all staff are made aware of new or amended policies. It provides a training mechanism & will be included in the policy manual.

Employee's Signature	Date
Jennifer Pollitt Policy's Procedure Ad-HoC	6-30-10
City Administrator's Review Signature	**Date**
[signature]	7-7-10

Committee Name: Personnel **Committee Review Date:** 8/~~24~~ 9/10

Common Council Meeting Policy Review Date:

8/23/2010

- Γ Approved
- Γ Denied

Notes from Council Meeting:

City Clerk Follow Up:

- Γ Master File Updated Date: _____
- Γ Website Updated Date: _____
- Γ Clerk's Office Manual Updated Date: _____
- Γ Dept Head Distribution Date: _____

0.1 COMMUNICATIONS

I. PURPOSE

To establish a process for preparation, submission, approval and issuance of new and amended policies. The Policy Manual was created to provide staff with specific information and steps necessary to a) implement policies adopted by the Common Council, b) clarify staff's responsibilities to other departments, and c) reinforce, to the public, the procedures required to be followed by staff.

II. DEPARTMENT RESPONSIBLE

All City staff, in all departments, are required to adhere to the policies and procedures established by the Common Council as referred to in this manual.

III. COMMITTEE OVERSIGHT

The Personnel Committee will review and update the Communications Policy as necessary. The Common Council must approve all policies to be included in the Policy Manual. Committees may draft, review and recommend proposed policies prior to Common Council final adoption.

Adopted by Common Council	8/23/2010??

COMMUNICATIONS

1. When the need for an updated or new standard procedure is identified, the originating department will work collaboratively with all stakeholders to develop or update the procedure.

2. The City Clerk will review all proposed policies to ensure that they are in the proper format. Each proposal must be accompanied by a Policy Amendment Request form. The City Clerk has the Policy Amendment Request forms. Once the policy proposal packet is complete, the City Clerk will submit the proposed policy to the City Administrator for review.

3. The City Administrator will review the new or updated policy to *ensure it is in conformance with local, state, federal or GFOA guidelines*. The City Clerk will work with the Mayor or committee chairperson to place the document on the appropriate committee or Common Council agenda.

4. Upon final adoption by the Common Council, the City Clerk will update the master files. The updated file will indicate all changes in *underlined italics*. When a new revision is made, previous changes revert to normal type and only the most recent changes are italicized and underlined.

5. The City Clerk must save the new policy in PDF format and send to all department heads. The website edition and City Clerk's hard copy will also be updated using the PDF by the City Clerk. The City Clerk's office will maintain the official file of all policies and procedures.

6. *It is the duty of Department Heads to maintain any hard copies of the Policy Manual.*

7. Each department head is responsible for *training employees on new or amended policies*. Each staff member must sign the Signature Form stating they have reviewed a copy of the new or amended policy.

8. The list of signatures for each department should be submitted to the City Clerk within 14 days of policy adoption.

Policy Amendment Request

Policy Number:	Last Adopted:	Date of Request:

Reason for Change:

- ☐ Spelling / Grammatical Error
- ☐ Change in Contents
- ☐ Updated Procedure
- ☐ Other Reason(s):

Description of Change:

Employee's Signature	Date
City Administrator's Review Signature	**Date**

Committee Name: **Committee Review Date:**

Common Council Meeting Policy Review Date:

- ☐ Approved
- ☐ Denied

Notes from Council Meeting:

City Clerk Follow Up:

- ☐ Master File Updated Date: _____
- ☐ Website Updated Date: _____
- ☐ Clerk's Office Manual Updated Date: _____
- ☐ Dept Head Distribution Date: _____

NEW/AMENDED POLICY TRAINING
SIGNATURE FORM

Policy Covered: _____

Department Trained: _____

Date Due to Clerk's Office: (14 days after policy adoption) _____

☐ Individual Record _____
Employee Name and Signature

Duration:_____ Date(s):_____

Supervisor:_____

☐ Group Record

List Employees

Duration:_____ Date(s):_____

Method/Form of Training: (In staff meeting, passed document, etc) _____

_____

Supervisor:_____

NOTE: COMPLETE THE TOP PORTION OF THE FORM FOR TRAINING OF AN INDIVIDUAL. COMPLETE THE BOTTOM PORTION FOR GROUP TRAINING.

1.1 GOALS AND GENERAL GUIDELINES

I. PURPOSE

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

II. DEPARTMENT RESPONSIBLE

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

III. COMMITTEE OVERSIGHT

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

Adopted by Common Council	2/10/1997
Amended by Common Council	??/??/2010

GOALS

The basic goals for the City's purchasing are:

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

GENERAL GUIDELINES

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

General Statement

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

Local Buying

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

Planning

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

Standard Payment Terms

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

Overdrafts Prohibited

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

Buying Proper Quality

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

Sales Tax

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

Public Access

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

Endorsements

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

Personal Purchases

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

Failure to Comply with Procedures

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

Uniform Commercial Code Compliance

Contracts and purchases made by the City *may be governed* by the Uniform Commercial Code. This Code may impact the departments particularly in the area of inspection, testing or problem resolution. The City Attorney shall be contacted regarding compliance with the Uniform Commercial Code.

Compliance with Ethics Laws

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

1.2 PURCHASING PROCEDURES

I. PURPOSE

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

II. DEPARTMENT RESPONSIBLE

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

III. COMMITTEE OVERSIGHT

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

Adopted by Common Council	2/10/1997
Amended by Common Council	??/??/2010

PURCHASING PROCEDURES

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

Purchases Under $500

Department Heads are authorized to issue a purchase request directly to vendors for any purchase in the amount of $500 or less. The Department Head need not secure the approval of the City Administrator in order to make purchases in this price range. The City Administrator can reduce the amount that requires his/her approval for any department. It is the responsibility, however, of each Department Head to insure complete control over this segment of the purchasing process. Department Heads shall designate employees who will be allowed to make purchases and to provide control procedures to insure that all purchases are for legitimate public purposes, that monthly statements from vendors are reconciled, and that all purchases are accounted for. *Any department that routinely makes purchases costing less than $500 or purchases frequently under open accounts shall establish an internal requisition system insuring that a controlled document is set aside for each purchase made including small items purchased under open accounts.*

Purchases from $500 to *$10,000*

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

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

Purchases in Excess of $10,000

Department Heads anticipating the purchase of goods or services exceeding $10,000 in value shall prepare specifications based upon standards appropriate to meet the City's needs. Specifications shall be forwarded to the City Administrator for review, comment and approval. Department Heads shall submit a list of such vendors along with the specifications. Upon City Administrator approval, the Department will then prepare the necessary bid package, public notices and advertisements to meet the city purchasing policy and will also send invitations to bid to qualified vendors. A bid packet containing an invitation to bid, specifications, and general bid documents will be sent to these vendors, as well as those that respond to the legal notice.

Formal bids will be advertised at least ten (10) business days prior to the bid opening date. The Bid Invitation shall be submitted to the City Clerk by 9:00 a.m. the day before the required advertisement date. After the bids are opened at a public meeting of officials in conformance with the Open Meetings Act, they will be turned over to the Department Head for review. The Department Head will prepare a written tabulation of all bids and draft a memorandum to the City Administrator, which will include the Department Head's recommendation for the bid award. All purchases over $10,000 must be awarded by the Common Council at a Public Meeting. The recommendation made by the City Administrator to the Common Council shall include the acknowledgment (signature) of the City Treasurer that funds are available, as well as the Department Head who is seeking the expenditure.

The award will normally be made to the low bidder meeting specifications. However, there may be instances when accepting the low bid is not in the best interest of the City. When such a situation arises it is incumbent upon the Department Head to thoroughly document the reasons why the low bidder should be disqualified or not selected. The City reserves the right to select a vendor based upon past service and experience with the vendor.

Telephone Quotation Form

Date	Time	Vendor	Contact Name	Contact Phone	Item	Quote	Notes

1.3 SPECIAL PROCUREMENT REQUIREMENTS

I. PURPOSE

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

II. DEPARTMENT RESPONSIBLE

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

III. COMMITTEE OVERSIGHT

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

Adopted by Common Council	2/10/1997
Amended by Common Council	??/??/2010

SPECIAL PROCUREMENT REQUIREMENTS

Sole Source

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

Cooperative Procurement Programs

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

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

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

Professional Services

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

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

Maintenance and Service Contracts

Long term maintenance and service contracts shall be awarded after receiving at least 3 competitive bids. In securing professional services it is the primary goal of the City to obtain the services of a professional who has a proven record of providing, in a professional way, those services required. A contract will be negotiated with the professional deemed to best meet the City's needs.

Emergency Purchases

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

Starting Banks

Petty cash accounts are prohibited with the exception of the Police Department and City Library. Some departments may have a cash drawer starting bank with its primary use for making change. All reconciliations and reports shall be submitted to the Treasurer.

Purchase of Used Equipment

*While n*ew equipment is preferred, used equipment should be considered:

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

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

Recycled Materials

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

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

Purchase of American Products

On purchases in excess of $2,500, the purchasing department is encouraged to select products manufactured, assembled or produced in the United States if the quality and price are comparable with other goods.

Insurance Requirements

The following provisions apply to all purchasing.

A. The specifications for any construction or service contract shall include the insurance requirements as established by the City. Any bid not in compliance with those requirements shall be considered non-responsive.

B. The City Clerk shall review the recommended bidder's insurance documentation to determine compliance prior to approval by the Council if possible. If the review can only be completed after Council approval, the contract shall not be awarded until compliance is determined. If insurance compliance problems develop after the contract has been approved, then the City Attorney shall be contacted to determine what options exist.

Compliance with Other Regulations

If the project, item or equipment is being funded by a federal or state grant and/or federal or state regulations would be in conflict with these policies then the federal or state requirements would apply. In all instances the City shall comply with state and federal laws regarding purchasing.

Complaints

It is anticipated that complaints about the City's purchasing will be directed to Council Members or the City Administrator. In order to insure that the complaints are handled in the most appropriate manner complaints about the City's purchasing procedures shall be placed in writing and shall be directed to the City Administrator. The City Administrator shall investigate all complaints and report the results of the investigation to the Common Council and complainant.

Credit Card Policy

City of Lake Geneva credit cards are to be used for reservations, items where it is in the best interest of the city of purchase online because of cost savings, and for limited purchases when the department head deems it necessary. After making a credit card purchase, the department head must submit an *itemized* receipt showing the item purchased by the credit card, general ledger account the payment is to come from, and department head's approval to the accounting office. Once the credit card bill is received by the accounting department, receipts will be matched to the bill. No payments will be made without accompanying approval by the department head. Credit card bills *may* be pre-paid in order to avoid finance charges. *A packing slip shall also be included with receipt submission when applicable.*

1.7 ACCOUNTS PAYABLE

I. PURPOSE

This policy sets the procedure for writing and disbursing regular and prepaid checks.

II. DEPARTMENT RESPONSIBLE

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

III. COMMITTEE OVERSIGHT

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

Adopted by Common Council	2/10/1997
Amended by Common Council	??/??/2010

ACCOUNTS PAYABLE

Accounts Payable *REGULAR* Check Policy

Any AP invoices not defined in the Prepaid Check Policy shall be considered under this Regular Check Policy. Checks are written and mailed out the day after each Common Council meeting where they are approved for disbursement.

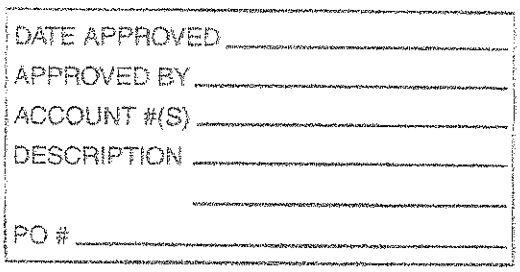
TIMING:

All invoices and request for checks must be submitted to the Accounting Department by noon on the Monday of the week before the regular Council meeting. Invoices that must be approved by the Police & Fire Commission or the Library Board, must be received in Accounting by the Friday before the scheduled meeting. Any exceptions to this must have written approval by the Comptroller. It is strongly encouraged to submit invoices on an ongoing periodic basis to eliminate the flood of invoices submitted right before due dates.

CODING:

Invoices submitted must be stamped with the A/P stamp and coded. Coding includes highlighting the invoice number, invoice date and amount to be paid. This eliminates any confusion when entering the invoice into the A/P system. Completing the stamp information will include the account number(s) to be charged and a brief description of the purchased item(s). When multiple items are listed on one invoice, use the descriptions of the most expensive items. If a Purchase Order was issued for this purchase, it should be noted on the stamp. Any packing slips should be attached to the invoice. The Accounts Payable files are the official City files for purchases and all pertinent documentation should be attached. These files are retained for *at least* seven years.

The A/P stamp is below:



APPROVALS:

All bills must be approved by the Department Head. By approving the invoice, you are attesting that the item was received in good condition and that the correct price was charged. The City Purchasing Policy must be followed as to the requirements for quotes, Purchase Orders and Administrator approval. If a check is needed but no invoice is available, the "Request for Check" form should be used. All supporting documentation should be attached.

No checks will be cut from Statements. Only original invoices are to be submitted for payment. If a remittance envelope comes with the invoice, the envelope should be submitted along with the invoice to the Accounting Dept. Duplicate copies of invoices *are not necessary* and they should be destroyed.

Accounts Payable *PREPAID* Check Policy

Prepaid checks are those items where payment is required sooner than the two *(per month)* regular payment dates (which follow each Council meeting). These checks will be mailed out on Fridays and must be submitted to the Accounting Dept. by Thursday at noon.

As stated in the Municipal Code Section 2-361(d), Prepaid Claims are defined as:

1. Invoices which will incur late payment penalties
2. Invoices where discounts are available
3. Payroll liabilities
4. Utility payments
5. Tax settlements
6. Union contractual items for reimbursements and uniform allowances.

Requests for payment of invoices not covered in the above list require the written approval of the City Administrator. It is the intent to reduce the number of prepaid checks to emergency situations whenever possible.

All invoices submitted must be coded and approved as stated in the Regular Check Policy. Documented verbal approval is acceptable via phone when the individual is not able to be

present. If no authorized party is available, a written Executive Order by the Mayor explaining the circumstances must accompany the approval.

City of Lake Geneva
Council Meeting
8/23/2010

Prepaid Checks - 08/06/10 through 8/18/10

$338.00

FROM 08/06/2010 TO 08/09/2010

VENDOR #	INVOICE # / ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
BUSHEY	JAMES BUSHEY							
	LGPD2010-001		08/03/10		49458	08/09/10	288.00	288.00
	01 INSTALLATION OF AUDIO SYSTEM	1121005736						288.00
						VENDOR TOTAL:		288.00
DPI	DEPT OF PUBLIC INSTRUCTION							
	RENEWAL		08/06/10		49459	08/09/10	50.00	50.00
	01 CERTIFICATION RENEWAL	9900005211						50.00
						VENDOR TOTAL:		50.00
						TOTAL --- ALL INVOICES:		338.00

FROM 08/11/2010 TO 08/18/2010

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

TOTAL --- ALL INVOICES: 0.00

City of Lake Geneva
Council Meeting
8/23/2010

Accounts Payable Checks - through 8/18/10

1. General Fund	$ 83,584.60
2. Debt Service	$ 828.00
3. TID #4	$ 212,938.85
4. Lake Front	$ 16,937.42
5. Capital Projects	$ 10,692.70
6. Parking Meter	$ 3,755.46
7. Library Funds	$ 1,532.13
8. Impact Fees	$ -
9. Tax Agency Fund	$ -
Total All Funds	**$330,269.16**

CITY OF LAKE GENEVA
ACCOUNTS PAYABLE ITEMS OVER $1,000
FOR THE COUNCIL MEETING DATED 8/23/10

BREAKDOWN REGULAR A/P COUNCIL MEETING DATE:	**8/23/2010**
TOTAL UNPAID ACCOUNTS PAYABLE - THROUGH 8/18/10	**$ 330,269.16**
ITEMS > $1,000:	
Reesman's Excavating & Grading - Draw 4 - Edwards Blvd	-108,060.42
Alliant Energy - Seminary Park Utility Burial	-70,281.88
Johns Disposal Service - 8/10 Recycling/Refuse Service	-32,595.00
Crispell Snyder - Billable and City Engineering	-30,111.60
Alliant Energy - Various Dept Electric Bills	-29,108.64
McCormack & Etten Architects - 7/10 Museum, Riviera Architectual Svc	-16,927.50
State of Wisconsin - 8/10 Court Fines	-8,735.91
Riviera Security Deposit Refunds	-6,530.37
Deignan & Associates - Final 2009 Audit	-5,590.00
Breezy Hill Nursery - 7/10 Landscape/Lot Maintenance	-3,490.15
Walworth County Treasurer - 8/10 Court Fines	-2,833.50
Rote Oil Company - Dyed/Undyed Diesel	-1,928.24
Sport Chutes Over Texas - 1/2 Down Payment for Beach Rafts	-1,145.00
Geneva Lake Plumbing Company - Riviera Sink and Drain Repairs	-1,054.41
Chamberlain & Henningield - Room Tax Audit	-1,000.00
Balance of Other Items	**10,876.54**

INVOICES DUE ON/BEFORE 08/24/2010

INVOICE # / VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
ALLIANT ALLIANT ENERGY/WP&L							
RE081710	08/18/10	01	INV 101952-010-SNAKE RD/HWY 50	11-34-10-5222 ELECTRICITY-FLASHERS		08/24/10	10.71
		02	INV 106985-010-STREET LIGHTS	11-34-10-5223 STREET LIGHTS ELECTRICITY			7,421.29
		03	INV 114980-010-HWY 12/WHEELER	11-34-10-5222 ELECTRICITY-FLASHERS			10.54
		04	INV 124743-010-S LAKE SHORE DR	11-52-00-5222 PARKS-ELECTRICITY			9.69
		05	INV 127818-010-W HWY 50 BLOCK	11-34-10-5222 ELECTRICITY-FLASHERS			10.71
		06	INV 140837-010-S LAKE SHORE DR	11-34-10-5222 ELECTRICITY-FLASHERS			7.68
		07	INV 178856-010-GEORGE ST	11-34-10-5222 ELECTRICITY-FLASHERS			7.68
		08	INV 184924-010-COBB PARK	11-52-00-5222 PARKS-ELECTRICITY			47.32
		09	INV 216918-010-CITY HALL	11-16-10-5222 CITY HALL ELECTRICITY			5,383.59
		10	INV 239783-010-CENTRAL SCH	11-52-00-5222 PARKS-ELECTRICITY			8.90
		11	INV 268954-010-FLAT IRON PK	11-52-00-5222 PARKS-ELECTRICITY			270.16
		12	INV 277874-010-201 BROAD ST	11-34-10-5223 STREET LIGHTS ELECTRICITY			9.30
		13	INV 292807-010-WELLS ST	11-34-10-5222 ELECTRICITY-FLASHERS			65.09
		14	INV 302769-010-DUNN BASEBALL	11-52-00-5922 BASEBALL FIELD ELECTRIC			70.88
		15	INV 315792-010-W MAIN/CENTER	11-34-10-5222 ELECTRICITY-FLASHERS			57.77
		16	INV 318816-010-HWY 50/HWY 12	11-34-10-5222 ELECTRICITY-FLASHERS			10.54
		17	INV 335773-010-WELL ST	11-34-10-5222 ELECTRICITY-FLASHERS			10.09

INVOICES DUE ON/BEFORE 08/24/2010

INVOICE # / VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
ALLIANT ALLIANT ENERGY/WP&L							
RE081710	08/18/10	18	INV 336765-010-FLAT IRON PK	11-52-00-5222 PARKS-ELECTRICITY		08/24/10	11.94
		19	INV 279779-010-918 MAIN ST	99-00-00-5222 LIBRARY UTILITIES			1,715.03
		20	INV 355867-010-DODGE ST	11-34-10-5222 ELECTRICITY-FLASHERS			8.18
		21	INV 375931-010-RIVIERA PIER	40-55-30-5222 PIER ELECTRIC			5,577.34
		22	INV 392817-010-LIBRARY PK	11-52-00-5222 PARKS-ELECTRICITY			46.83
		23	INV 414934-010-101 BROAD 9TH F	11-34-10-5222 ELECTRICITY-FLASHERS			83.11
		24	INV 426987-010-RR3 BLK FLASHER	11-34-10-5222 ELECTRICITY-FLASHERS			10.54
		25	INV 433829-010-FIRE HOUSE	11-22-00-5222 FIREHOUSE ELECTRICITY			840.10
		26	INV 433906-010-HAVENWOOD	11-34-10-5222 ELECTRICITY-FLASHERS			7.36
		27	INV 434743-010-HWY 12/HWY 36	11-34-10-5222 ELECTRICITY-FLASHERS			10.54
		28	INV 514311-001-BAKER/SEMINARY	11-34-10-5222 ELECTRICITY-FLASHERS			27.83
		29	INV 517852-001-SAGE ST/DUNN	11-29-00-5222 SIRENS ELECTRICTY			4.99
		30	INV 544871-001-VET'S PK/TOWNLI	11-52-01-5222 VETS PARKS-ELECTRICITY			632.63
		31	INV 560544-002-1003 HOST DR	11-22-00-5222 FIREHOUSE ELECTRICITY			198.18
		32	INV 589078-001-RUSH ST	11-52-00-5222 PARKS-ELECTRICITY			25.58
		33	INV 589905-001-BEACH HOUSE	40-54-10-5222 BEACH ELECTRIC			884.36
		34	INV 590084-001-DONIAN PK	11-52-00-5222 PARKS-ELECTRICITY			200.33

INVOICES DUE ON/BEFORE 08/24/2010

INVOICE # / VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
ALLIANT ALLIANT ENERGY/WP&L							
RE081710	08/18/10	35	INV 489578-003-MUSEUM	11-51-10-5222 MUSEUM-ELECTRICITY		08/24/10	1,400.74
		36	INV 594309-001-STREET LIGHTS	11-34-10-5223 STREET LIGHTS ELECTRICITY			296.78
		37	INV 605259-001-GENEVA ST LOT	11-34-10-5222 ELECTRICITY-FLASHERS			272.02
		38	INV 614948-001-VETS PK SCOREBO	11-52-01-5222 VETS PARKS-ELECTRICITY			266.85
		39	INV 619678-001-LASALLE ST SIRE	11-29-00-5222 SIRENS ELECTRICTY			11.53
		40	INV 621825-001-SO WELLS	11-34-10-5222 ELECTRICITY-FLASHERS			32.86
		41	INV 621606-001-WELLS ST	11-34-10-5222 ELECTRICITY-FLASHERS			37.35
		42	INV 626232-001-HWY 50/HWY 12	11-34-10-5222 ELECTRICITY-FLASHERS			24.30
		43	INV 627270-001-730 MARSHALL SI	11-29-00-5222 SIRENS ELECTRICTY			16.51
		44	INV 628749-001-W COOK SIREN	11-29-00-5222 SIRENS ELECTRICTY			10.90
		45	INV 630437-001-4 SEASONS	11-52-00-5222 PARKS-ELECTRICITY			13.40
		46	INV 640082-001-201 EDWARDS SIR	11-29-00-5222 SIRENS ELECTRICTY			10.78
		47	INV 188965-013-1065 CAREY	11-32-10-5222 ST DEPT BLDG ELECTRICITY			572.99
		48	INV 243947-013-1055 CAREY	11-32-10-5222 ST DEPT BLDG ELECTRICITY			156.17
		49	INV 147744-014-1070 CAREY	11-32-10-5222 ST DEPT BLDG ELECTRICITY			186.21
		50	INV 654168-001-HWY 50 SIGNAL	11-34-10-5223 STREET LIGHTS ELECTRICITY			144.83
		51	INV 653994-001-HWY 120/TOWNLIN	11-34-10-5222 ELECTRICITY-FLASHERS			69.00

INVOICES DUE ON/BEFORE 08/24/2010

INVOICE # / VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
ALLIANT ALLIANT ENERGY/WP&L							
RE081710	08/18/10	52	INV 656566-001-HWY 120/BLOOMFI	11-34-10-5223 STREET LIGHTS ELECTRICITY		08/24/10	48.49
		53	INV 652115-002-WALMART	11-34-10-5223 STREET LIGHTS ELECTRICITY			67.60
		54	INV 657276-002-389 EDWARDS	11-34-10-5223 STREET LIGHTS ELECTRICITY			84.63
		55	INV 492771-003-GENEVA SQ	11-34-10-5223 STREET LIGHTS ELECTRICITY			32.42
		56	INV 675414-001-VETS PK PAVILIA	11-52-01-5222 VETS PARKS-ELECTRICITY			316.69
		57	INV 679833-001-LOT LITE	11-34-10-5223 STREET LIGHTS ELECTRICITY			241.57
		58	INV 696255-001-SHARED SAVINGS	20-81-00-5663 ALLIANT ENERGY LOAN -INTER			57.90
		59	INV 699860-001-IMPOUND	11-21-00-5361 POLICE-EQUIP MAINT SERV CO			17.06
		60	INV 696255-001-SHARED SAVINGS	20-81-00-5623 ALLIANT ENERGY LOAN-PRINCI			770.10
		61	INV 703615-001-MAIN ST LIGHTS	11-34-10-5223 STREET LIGHTS ELECTRICITY			211.21
		62	INV 703098-001-LIB PK RESTROOM	11-52-00-5222 PARKS-ELECTRICITY			40.94
						INVOICE TOTAL:	29,108.64
						VENDOR TOTAL:	29,108.64
ALLIANTE ALLIANT ENERGY							
SEM PK	06/30/08	01	SEMINARY PK UTIL BURIAL	34-30-00-9118 UNDERGROUND ELECTRIC BURY		08/24/10	70,281.88
						INVOICE TOTAL:	70,281.88
						VENDOR TOTAL:	70,281.88
AT&TO AT&T ONENET SERVICE							
RE081710	08/01/10	01	CHARGES-8/10	11-21-00-5221 PD TELEPHONE EXPENSE		08/24/10	34.50

INVOICES DUE ON/BEFORE 08/24/2010

INVOICE # / VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
AT&TO AT&T ONENET SERVICE							
RE081710	08/01/10	02	CHARGES-8/10	11-22-00-5221 FIRE DEPT TELEPHONE EXPENS		08/24/10	10.29
		04	CHARGES-8/10	11-12-00-5221 MUNICIPAL CT TELEPHONE			9.02
		05	CHARGES-8/10	11-16-10-5221 CITY HALL TELEPHONE EXPENS			33.44
		06	CHARGES-8/10	11-32-10-5221 ST DEPT TELEPHONE EXPENSE			4.31
		07	CHARGES-8/10	99-00-00-5221 LIBRARY TELEPHONE/PAGER			6.42
		08	CHARGES-8/10	42-34-50-5221 TELEPHONE EXPENSE			7.75
						INVOICE TOTAL:	105.73
						VENDOR TOTAL:	105.73
BCE BADGER STATE LOGISTICS							
185888	07/31/10	01	OIL	11-32-10-5341 VEHICLE-FUEL & OIL		08/24/10	316.15
						INVOICE TOTAL:	316.15
185893	07/31/10	01	TOILET PAPER	11-52-00-5350 BLDG MAINT SUPPLIES-PARKS		08/24/10	592.75
						INVOICE TOTAL:	592.75
						VENDOR TOTAL:	908.90
BREEZY BREEZY HILL NURSERY							
I-145429	07/30/10	01	7/10 LANDSCAPE/LOT MAINT	42-34-50-5220 PARKING LOT PLANTING SERVI		08/24/10	3,490.15
						INVOICE TOTAL:	3,490.15
						VENDOR TOTAL:	3,490.15
BRUG BARNEY BRUGGER							

INVOICES DUE ON/BEFORE 08/24/2010

INVOICE # / VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
BRUG BARNEY BRUGGER							
07/10	08/12/10	01	7/10 MILEAGE-230 MILES	11-24-00-5330 BLDG INSPECTOR TRAVEL-MILE		08/24/10	115.00
						INVOICE TOTAL:	115.00
						VENDOR TOTAL:	115.00
BUMPL BUMPER TO BUMPER AUTO PARTS							
662-178012	08/10/10	01	FUEL FILTER	11-32-10-5351 VEHICLE/EQUIPMENT MAINTENA		08/24/10	15.19
						INVOICE TOTAL:	15.19
						VENDOR TOTAL:	15.19
CHAMBER CHAMBERLAIN & HENNINGFIELD							
LG34394	07/31/10	01	ROOM TAX AUDIT	11-15-10-5399 ACCTG & DP MISC EXPENSE		08/24/10	1,000.00
						INVOICE TOTAL:	1,000.00
						VENDOR TOTAL:	1,000.00
CRISP CRISPELL-SNYDER, INC.							
11812	06/25/10	01	6/10 ENG-POTTER SELF STORAGE	11-00-00-1391 A/R BILL OUTS		08/24/10	32.75
						INVOICE TOTAL:	32.75
11814	06/25/10	01	6/10 ENG-DREAMFIELD	11-00-00-1391 A/R BILL OUTS		08/24/10	65.60
						INVOICE TOTAL:	65.60
11817	06/25/10	01	6/10 ENG-PELLER PROP	11-00-00-1391 A/R BILL OUTS		08/24/10	2,038.50
						INVOICE TOTAL:	2,038.50
12003	07/30/10	01	7/10 ENG-SURVEYING	11-30-00-5217 SURVEYING		08/24/10	65.00

INVOICES DUE ON/BEFORE 08/24/2010

INVOICE # / VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
CRISP CRISPELL-SNYDER, INC.							
12003	07/30/10	02	7/10 ENG-WRIGLEY BRIDGE	34-30-00-7109 WRIGLEY BRIDGE REHABILITAT		08/24/10	655.00
		03	7/10 ENG-STAFF MTG	11-30-00-5216 CITY ENGINEERING FEES			65.50
						INVOICE TOTAL:	785.50
12007	07/30/10	01	7/10 ENG-ST RESURFACING	34-30-00-8027 STREET RESURFACING		08/24/10	16,039.05
		02	7/10 ENG-ST IMPROV PROGRAM	41-32-10-8027 STREET IMPROVEMENT PROGRAM			10,692.70
						INVOICE TOTAL:	26,731.75
12008	07/30/10	01	7/10 ENG-PELLER PROP	11-00-00-1391 A/R BILL OUTS		08/24/10	457.50
						INVOICE TOTAL:	457.50
						VENDOR TOTAL:	30,111.60
DEIGN DEIGNAN & ASSOCIATES, S.C.							
00109150	07/31/10	01	FINAL 2009 AUDIT	11-15-10-5213 INDEPENDENT AUDIT FEES		08/24/10	5,590.00
						INVOICE TOTAL:	5,590.00
						VENDOR TOTAL:	5,590.00
ELKHO ELKHORN CHEMICAL COMPANY, INC.							
499772	07/30/10	01	SOAP	40-55-20-5350 BLDG. MAINTENANCE SUPPLIES		08/24/10	357.02
						INVOICE TOTAL:	357.02
499772-1	08/03/10	01	SOAP	40-55-20-5350 BLDG. MAINTENANCE SUPPLIES		08/24/10	234.68
						INVOICE TOTAL:	234.68
499896	08/03/10	01	MOP HEADS	40-55-20-5350 BLDG. MAINTENANCE SUPPLIES		08/24/10	29.40
						INVOICE TOTAL:	29.40
						VENDOR TOTAL:	621.10

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INVOICE # / VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
GILBANK GILBANK CONSTRUCTION, INC.							
DUNN FIELD	06/15/10	01	SEWER LINE REPAIR	34-30-00-9001 DUNN FIELD PARKING		08/24/10	975.00
						INVOICE TOTAL:	975.00
						VENDOR TOTAL:	975.00
GLELE GENEVA LAKES ELECTRIC INC.							
435	08/08/10	01	PHOTOCELL REPLACEMENT	11-34-10-5261 STREET LIGHTS REPAIRS		08/24/10	82.17
						INVOICE TOTAL:	82.17
						VENDOR TOTAL:	82.17
GLPLU GENEVA LAKE PLUMBING COMPANY							
6179	08/02/10	01	SINK REPAIR	40-55-20-5350 BLDG. MAINTENANCE SUPPLIES		08/24/10	229.10
						INVOICE TOTAL:	229.10
6190	08/04/10	01	REPAIR BAD DRAIN	40-55-20-5350 BLDG. MAINTENANCE SUPPLIES		08/24/10	825.31
						INVOICE TOTAL:	825.31
						VENDOR TOTAL:	1,054.41
HARRIS HARRIS COMPUTER							
XT00002142	07/29/10	01	A/P CHECK STOCK	11-15-10-5310 ACCTG & DP OFFICE SUPPLIES		08/24/10	486.89
						INVOICE TOTAL:	486.89
						VENDOR TOTAL:	486.89
ICC INTERNATIONAL CODE COUNCIL INC							
2793491	08/03/10	01	DUES	11-24-00-5320 MEMBERSHIP DUES & FEES		08/24/10	100.00
						INVOICE TOTAL:	100.00
						VENDOR TOTAL:	100.00

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ITU ITU INC							
5156678	07/01/10	01	MATS	11-16-10-5360 CITY HALL MAINT SERVICE CO		08/24/10	53.73
						INVOICE TOTAL:	53.73
5171512	07/29/10	01	MATS	11-16-10-5360 CITY HALL MAINT SERVICE CO		08/24/10	53.73
						INVOICE TOTAL:	53.73
5179120	08/12/10	01	MATS	11-16-10-5360 CITY HALL MAINT SERVICE CO		08/24/10	53.73
						INVOICE TOTAL:	53.73
						VENDOR TOTAL:	161.19
JOHNS JOHNS DISPOSAL SERVICE INC.							
33556	08/06/10	01	8/10 RECYCLING SVC	11-36-00-5297 SOLID WASTE - RECYCLING		08/24/10	9,100.00
		02	8/10 REFUSE SVC	11-36-00-5294 SOLID WASTE - RESIDENTIAL			23,200.00
		03	30 YD ROLL OFF CONTAINER	11-36-00-5296 SOLID WASTE - STREET DEPT.			295.00
						INVOICE TOTAL:	32,595.00
						VENDOR TOTAL:	32,595.00
JPMARTIN JAMES P. MARTIN S.C.							
N1001946	08/03/10	01	ATTY SVCS	11-13-10-5214 OUTSIDE ATTORNEYS FEES		08/24/10	150.00
						INVOICE TOTAL:	150.00
						VENDOR TOTAL:	150.00
KLEIN TERESA M. KLEIN							
REIMBURSEMENT	08/12/10	01	NYLON PENCIL BAGS	40-52-11-5399 LAUNCH RAMP MISCELLANEOUS		08/24/10	5.28
						INVOICE TOTAL:	5.28
						VENDOR TOTAL:	5.28

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KOPY KOPY KATS							
16089	07/30/10	01	OLD TIME NEWSLETTER	11-70-00-5720 HISTORIC PRESERVATION		08/24/10	60.00
						INVOICE TOTAL:	60.00
						VENDOR TOTAL:	60.00
LEAGUE LEAGUE OF WI MUNICIPALITIES							
PLUMBING INST	08/11/10	01	2010 PLUMBING INSP INSTITUTE	11-24-00-5332 CONFERENCES & SCHOOL		08/24/10	120.00
		02	MEAL-PLUMBING INSP INSTITUTE	11-24-00-5331 BLDG INSP-MEALS & LODGING			20.00
						INVOICE TOTAL:	140.00
						VENDOR TOTAL:	140.00
MAC MacCARB							
MB92606	06/11/10	01	FILL CO2 TANKS	40-55-20-5350 BLDG. MAINTENANCE SUPPLIES		08/24/10	65.25
						INVOICE TOTAL:	65.25
						VENDOR TOTAL:	65.25
MADRI NELLIE MADRIGAL							
08/10	08/04/10	01	INTERPRETER-8/4/10	11-12-00-5399 MUNICIPAL CT MISCELLANEOUS		08/24/10	90.00
						INVOICE TOTAL:	90.00
8/10-A	08/12/10	01	INTERPRETER-8/12	11-12-00-5399 MUNICIPAL CT MISCELLANEOUS		08/24/10	30.00
						INVOICE TOTAL:	30.00
						VENDOR TOTAL:	120.00
MALLARD MALLARD RIDGE LANDFILL							
001418	07/31/10	01	LANDFILL USEAGE-7.83 TONS	11-36-00-5296 SOLID WASTE - STREET DEPT.		08/24/10	412.19
						INVOICE TOTAL:	412.19
						VENDOR TOTAL:	412.19

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INVOICE # / VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
MCCORM MCCORMACK & ETTEN ARCHITECTS							
0336-7/10	08/01/10	01	7/10 ARCHITECT SVCS	34-30-00-9120 MUSEUM REMODEL		08/24/10	4,696.25
						INVOICE TOTAL:	4,696.25
1026-7/10	08/01/10	01	7/10 ARCHITECT SVCS	34-30-00-9115 RIVIERA RENOVATIONS		08/24/10	12,231.25
						INVOICE TOTAL:	12,231.25
						VENDOR TOTAL:	16,927.50
MID MID-STATE EQUPMENT							
I00878	07/30/10	01	PULLEY	11-52-00-5250 EQUIPMENT REPAIR SERVICES		08/24/10	36.02
						INVOICE TOTAL:	36.02
						VENDOR TOTAL:	36.02
NAPAE NAPA AUTO PARTS-ELKHORN							
763521	08/10/10	01	FUEL/AIR FILTERS	11-32-10-5351 VEHICLE/EQUIPMENT MAINTENA		08/24/10	115.61
						INVOICE TOTAL:	115.61
						VENDOR TOTAL:	115.61
NAPAR NAPA AUTO PARTS							
178616	08/03/10	01	ANTI FREEZE,OIL FILTERS	11-32-10-5351 VEHICLE/EQUIPMENT MAINTENA		08/24/10	86.72
						INVOICE TOTAL:	86.72
						VENDOR TOTAL:	86.72
OFFICE OFFICE DEPOT							
528408666001	08/04/10	01	PENS	11-15-40-5310 ASSESSOR OFFICE SUPPLIES		08/24/10	1.98
						INVOICE TOTAL:	1.98

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OFFICE OFFICE DEPOT							
528408679001	08/04/10	01	PLATES	11-14-30-5311 BALLOTS/OTHER ELECTION EXP		08/24/10	5.62
						INVOICE TOTAL:	5.62
528513365001	08/04/10	01	FAX MACHINE FILM	11-24-00-5310 BLDG INSPECTOR OFFICE SUPP		08/24/10	36.23
		02	PRINTER INK	11-15-40-5310 ASSESSOR OFFICE SUPPLIES			16.84
						INVOICE TOTAL:	53.07
						VENDOR TOTAL:	60.67
OFFMAX OFFICEMAX INCORPORATED							
527062	08/05/10	01	SIGNATURE STAMP-CHECKS	11-15-30-5310 TREASURER OFFICE SUPPLIES		08/24/10	25.99
						INVOICE TOTAL:	25.99
						VENDOR TOTAL:	25.99
PALMER PALMER COMPANY							
126257-00	08/10/10	01	CLEANERS,TP,TRASH BAGS	11-16-10-5350 CITY HALL BLDG MAINT SUPPL		08/24/10	544.65
		02	DISCOUNT EARNED	11-00-00-4819 DISCOUNTS EARNED			-5.40
						INVOICE TOTAL:	539.25
						VENDOR TOTAL:	539.25
PCL PETTY CASH - LIBRARY							
BRD MTG	08/12/10	01	BRD MTG REFRESHMENTS	99-00-00-5211 GENERAL ADMIN EXPENSES		08/24/10	7.11
						INVOICE TOTAL:	7.11
KEYS	08/10/10	01	SPARE KEYS FOR REGISTER	99-00-00-5310 LIBRARY OFFICE SUPPLIES		08/24/10	9.44
						INVOICE TOTAL:	9.44
						VENDOR TOTAL:	16.55

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PNC PNC BANK							
0032-7/10	08/09/10	01	7/13 FACTORY EXPRESS-BCH SAFE	40-54-10-5399 BEACH MISCELLANEOUS		08/24/10	229.00
		02	7/15 COLDSTONE CREAMERY-CC PTY	11-14-20-5399 CITY ADMIN MISC EXPENSE			75.94
		03	7/19 OMNIS-HISTOR WEB HOSTING	11-70-00-5720 HISTORIC PRESERVATION			142.80
						INVOICE TOTAL:	447.74
0437-8/10	08/09/10	01	8/3 HOME DEPOT-BALLAST,CLEANER	11-16-10-5350 CITY HALL BLDG MAINT SUPPL		08/24/10	112.35
		02	8/3 HOME DEPOT-TOILET SEAT,BLB	11-51-10-5240 MUSEUM-MAINTENANCE & REPAI			43.92
						INVOICE TOTAL:	156.27
						VENDOR TOTAL:	604.01
QUILL QUILL CORPORATION							
6979924	07/29/10	01	COPY PAPER	11-16-10-5310 CITY HALL OFFICE SUPPLIES		08/24/10	185.40
						INVOICE TOTAL:	185.40
						VENDOR TOTAL:	185.40
RCELEC R.C. ELECTRONICS							
633171	07/30/10	01	RADIO-TRK 33	11-32-10-5262 ST DEPT-COMM SYSTEM MAINT		08/24/10	607.25
						INVOICE TOTAL:	607.25
						VENDOR TOTAL:	607.25
REES REESMAN'S EXCAVATING & GRADING							
DRAW 4	07/31/10	01	EDWARDS BLVD PAYMENT	34-30-00-8140 EDWARDS BOULEVARD CONSTRUC		08/24/10	108,060.42
						INVOICE TOTAL:	108,060.42
						VENDOR TOTAL:	108,060.42

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INVOICE # / VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
ROTE ROTE OIL COMPANY							
104735	08/02/10	01	285.7 GAL DYED DIESEL	11-32-10-5341 VEHICLE-FUEL & OIL		08/24/10	682.82
						INVOICE TOTAL:	682.82
104780	08/09/10	01	348.6 GAL DYED DIESEL	11-32-10-5341 VEHICLE-FUEL & OIL		08/24/10	870.11
		02	133.8 GAL UNDYED DIESEL	11-32-10-5341 VEHICLE-FUEL & OIL			375.31
						INVOICE TOTAL:	1,245.42
						VENDOR TOTAL:	1,928.24
SHERIFF WALWORTH COUNTY SHERIFF							
7/10	07/31/10	01	7/10 PRISONER CONFINEMENT	11-12-00-5290 CARE OF PRISONERS		08/24/10	645.00
						INVOICE TOTAL:	645.00
						VENDOR TOTAL:	645.00
SPECIAL JENNIFER SPECIAL							
MILEAGE	08/16/10	01	8/10 GARBAGE COMPLAINT MILEAGE	11-24-00-5330 BLDG INSPECTOR TRAVEL-MILE		08/24/10	2.20
						INVOICE TOTAL:	2.20
						VENDOR TOTAL:	2.20
SPORT SPORT CHUTES OVER TEXAS, INC.							
26386-A	08/12/10	01	BEACH RAFTS-1/2 DOWN PAYMENT	40-54-10-5352 BEACH MAINTENANCE SUPPLIES		08/24/10	1,145.00
						INVOICE TOTAL:	1,145.00
						VENDOR TOTAL:	1,145.00
STARK H.E. STARK AGENCY INC							
6089PARK-2-7/10	07/31/10	01	7/10 METER COLLECTIONS	42-34-50-5216 PROFESSIONAL SERVICES		08/24/10	79.55
						INVOICE TOTAL:	79.55

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INVOICE # / VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
STARK H.E. STARK AGENCY INC							
6089PARK-G-7/10	07/31/10	01	7/10 METER COLLECTIONS	42-34-50-5216 PROFESSIONAL SERVICES		08/24/10	153.10
						INVOICE TOTAL:	153.10
						VENDOR TOTAL:	232.65
T0000263 KATHY SCHOUDEL							
REFUND	08/10/10	01	RIVIERA SEC DEP REF-8/8/10	40-55-10-2353 SECURITY DEPOSITS-UPPER RI		08/24/10	1,000.00
		02	RIVIERA SETUP/SEC GRD-8/8/10	40-55-10-4674 UPPER RIVIERA REVENUE			-244.00
						INVOICE TOTAL:	756.00
						VENDOR TOTAL:	756.00
T0000264 PHIL FLOR							
CANCELLATION	08/10/10	01	RIVIERA CANCELLATION-6/12/11	40-55-10-2353 SECURITY DEPOSITS-UPPER RI		08/24/10	1,000.00
		02	RIVIERA CANCELLATION-6/12/11	40-55-10-4674 UPPER RIVIERA REVENUE			1,400.00
						INVOICE TOTAL:	2,400.00
						VENDOR TOTAL:	2,400.00
T0000265 DAVE FLITCROFT							
REFUND	08/10/10	01	RIVIERA SEC DEP REF-8/5/10	40-55-10-2353 SECURITY DEPOSITS-UPPER RI		08/24/10	1,000.00
		02	RIVIERA SETUP/SEC GRD-8/5/10	40-55-10-4674 UPPER RIVIERA REVENUE			-298.50
						INVOICE TOTAL:	701.50
						VENDOR TOTAL:	701.50
T0000266 ERICKA STARK							
REFUND	08/10/10	01	RIVIERA SEC DEP REF-8/6/10	40-55-10-2353 SECURITY DEPOSITS-UPPER RI		08/24/10	1,000.00

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T0000266 ERICKA STARK							
REFUND	08/10/10	02	RIVIERA SETUP/SEC GRD-8/6/10	40-55-10-4674 UPPER RIVIERA REVENUE		08/24/10	-349.50
						INVOICE TOTAL:	650.50
						VENDOR TOTAL:	650.50
T0000267 CAREN CHESSICK							
REFUND	08/10/10	01	RIVIERA SEC DEP REFUND-8/7/10	40-55-10-2353 SECURITY DEPOSITS-UPPER RI		08/24/10	1,000.00
		02	RIVIERA SETUP/SEC GRD-8/7/10	40-55-10-4674 UPPER RIVIERA REVENUE			-304.00
						INVOICE TOTAL:	696.00
						VENDOR TOTAL:	696.00
T0000268 WATER SAFETY PATROL							
REFUND	08/16/10	01	RIVIERA SEC DEP REFUND-8/13/10	40-55-10-2353 SECURITY DEPOSITS-UPPER RI		08/24/10	1,000.00
		02	RIVIERA SETUP/SEC GRD-8/13/10	40-55-10-4674 UPPER RIVIERA REVENUE			-349.63
						INVOICE TOTAL:	650.37
						VENDOR TOTAL:	650.37
T0000269 ADAM DANTUMA							
REFUND	08/16/10	01	RIVIERA SEC DEP REFUND-8/14/10	40-55-10-2353 SECURITY DEPOSITS-UPPER RI		08/24/10	1,000.00
		02	RIVIERA SETUP/SEC GRD-8/14/10	40-55-10-4674 UPPER RIVIERA REVENUE			-324.00
						INVOICE TOTAL:	676.00
						VENDOR TOTAL:	676.00
T0000270 DANIELLE CHOCHOLA							
REFUND	08/12/10	01	COBB PK SEC DEP REFUND-7/9/10	11-00-00-2353 SECURITY DEPOSITS		08/24/10	50.00
						INVOICE TOTAL:	50.00
						VENDOR TOTAL:	50.00

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T0000271 DORIS GAUGER							
REFUND	08/12/10	01	COBB PK SEC DEP REFUND-7/4/10	11-00-00-2353 SECURITY DEPOSITS		08/24/10	100.00
						INVOICE TOTAL:	100.00
						VENDOR TOTAL:	100.00
T0000272 BOY SCOUTS OF AMERICA							
REFUND	08/17/10	01	REFUND REC BURN PERMIT	11-22-00-4471 FIRE DEPT BURNING PERMIT		08/24/10	15.00
						INVOICE TOTAL:	15.00
						VENDOR TOTAL:	15.00
UNITED UNITED LABORATORIES							
21318	08/03/10	01	TOILET/FLOOR CLEANER	11-52-00-5350 BLDG MAINT SUPPLIES-PARKS		08/24/10	826.50
						INVOICE TOTAL:	826.50
						VENDOR TOTAL:	826.50
USCELL U.S. CELLULAR							
RE081710	08/12/10	01	HARBORMASTER CELL 8/12-9/11	40-55-10-5221 TELEPHONE EXPENSE		08/24/10	17.74
		02	MAYOR'S CELL 8/12-9/11	11-16-10-5221 CITY HALL TELEPHONE EXPENS			14.19
		03	BLDG INSP CELL 8/12-9/11	11-24-00-5262 COMMUNICATION SYSTEMS			21.45
		05	CITY ADMIN CELL 8/12-9/11	11-16-10-5221 CITY HALL TELEPHONE EXPENS			56.40
		06	CITY CLERK CELL 8/12-9/11	11-16-10-5221 CITY HALL TELEPHONE EXPENS			49.04
		07	BEACH CELL 8/12-9/11	40-54-10-5221 BEACH TELEPHONE			17.08
		08	PARKING MTR 1 CELL 8/12-9/11	42-34-50-5221 TELEPHONE EXPENSE			6.43

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USCELL U.S. CELLULAR							
RE081710	08/12/10	09	PARKING MTR 2 CELL 8/12-9/11	42-34-50-5221 TELEPHONE EXPENSE		08/24/10	7.59
		10	CITY HALL CELL 8/12-9/11	11-16-10-5221 CITY HALL TELEPHONE EXPENS			9.12
		11	CEMETERY CELL 8/12-9/11	11-00-00-1391 A/R BILL OUTS			7.95
		12	PARKING SUPERVISOR 8/12-9/11	42-34-50-5221 TELEPHONE EXPENSE			10.89
						INVOICE TOTAL:	217.88
						VENDOR TOTAL:	217.88
VANDE VANDEWALLE & ASSOCIATES, INC.							
201006021	06/30/10	01	6/10 PLANNING-DREAMFIELD CSM	11-00-00-1391 A/R BILL OUTS		08/24/10	291.00
		02	6/10 CITY PLANNING	11-69-30-5212 OUTSIDE PROFESSIONAL PLANN			175.50
						INVOICE TOTAL:	466.50
						VENDOR TOTAL:	466.50
VON VON BRIESEN & ROPER, S.C.							
6431	08/04/10	01	CC REMOVAL ISSUE	11-13-10-5214 OUTSIDE ATTORNEYS FEES		08/24/10	43.00
						INVOICE TOTAL:	43.00
						VENDOR TOTAL:	43.00
VORPA VORPAGEL SERVICE INC.							
27880	07/30/10	01	AC REPAIR-RIVIERA	40-55-20-5350 BLDG. MAINTENANCE SUPPLIES		08/24/10	284.39
						INVOICE TOTAL:	284.39
						VENDOR TOTAL:	284.39
WALCO WALWORTH COUNTY TREASURER							

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WALCO WALWORTH COUNTY TREASURER							
64-246-7/10	08/12/10	01	COURT FINES-COUNTY-8/10	11-12-00-2420 COURT FINES-COUNTY		08/24/10	2,833.50
						INVOICE TOTAL:	2,833.50
						VENDOR TOTAL:	2,833.50
WEENE WE ENERGIES							
RE081710	03/10/08	01	INV 5604-510-433-LIBRARY	99-00-00-5222 LIBRARY UTILITIES		08/24/10	-141.34
		02	INV 3843-358-997-LIBRARY	99-00-00-5222 LIBRARY UTILITIES			-64.53
		03	INV 7837-744-963-FIREHOUSE	11-22-00-5224 FIREHOUSE GAS HEAT			81.38
		04	INV 0480-524-472-UPPER RIVIERA	40-55-10-5224 UPPER RIVIERA GAS HEAT			416.10
		05	INV 7891-194-618-CITY HALL	11-16-10-5224 CITY HALL GAS HEAT			2,955.93
		06	INV 0847-573-906-HOST TOWER	11-22-00-5224 FIREHOUSE GAS HEAT			120.54
		07	INV 5288-664-956-MUSEUM	11-51-10-5224 MUSEUM-GAS HEAT			-346.36
		08	INV 8052-439-940-STREET DEPT	11-32-10-5224 ST DEPT BLDG GAS HEAT			-1,861.98
		09	INV 8017-524-022-1065 CAREY	11-32-10-5224 ST DEPT BLDG GAS HEAT			-405.43
		10	INV 6602-046-262-1070 CAREY	11-32-10-5224 ST DEPT BLDG GAS HEAT			139.58
		11	INV 7283-171-261-VET'S PARK	11-52-01-5224 VETS PARK GAS HEAT			66.07
		12	INV 5694-161-339-120 SHERIDAN	11-17-10-5224 SHERIDAN SPRINGS HEAT EXP			16.82
		13	INV 6474-690-836-120 SHERIDAN	11-17-10-5224 SHERIDAN SPRINGS HEAT EXP			8.41
		14	INV 2070-408-152-120 SHERIDAN	11-17-10-5224 SHERIDAN SPRINGS HEAT EXP			-215.27

INVOICES DUE ON/BEFORE 08/24/2010

INVOICE # / VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
WEENE WE ENERGIES							
RE081710	03/10/08	15	INV 8038-565-943-120 SHERIDAN	11-17-10-5224 SHERIDAN SPRINGS HEAT EXP		08/24/10	6.09
		16	INV 3841-184-962-120 SHERIDAN	11-17-10-5224 SHERIDAN SPRINGS HEAT EXP			16.82
		17	INV 0695-830-703-120 SHERIDAN	11-17-10-5224 SHERIDAN SPRINGS HEAT EXP			6.09
						INVOICE TOTAL:	798.92
						VENDOR TOTAL:	798.92
WELD WELDERS SUPPLY CO							
966322	07/30/10	01	RENTAL-ACETYLENE	11-32-10-5340 OPERATING SUPPLIES-STREET		08/24/10	5.65
						INVOICE TOTAL:	5.65
						VENDOR TOTAL:	5.65
WHOLE WHOLESALE DIRECT INC.							
000179662	08/04/10	01	LIGHT-SANDER	11-32-12-5351 EQUIP MAINT SUPPL-SNOW & I		08/24/10	119.22
						INVOICE TOTAL:	119.22
000179674	08/05/10	01	SHOP LIGHT	11-32-10-5340 OPERATING SUPPLIES-STREET		08/24/10	69.89
						INVOICE TOTAL:	69.89
000179690	08/05/10	01	WINTER BLADES	11-32-12-5340 OPERATING SUPPLIES-SNOW &		08/24/10	108.38
						INVOICE TOTAL:	108.38
						VENDOR TOTAL:	297.49
WIELEV WISCONSIN ELEVATOR INSPECTION							
1965	07/27/10	01	ELEVATOR INSPECTION	40-55-20-5360 RIV MAINTENANCE SERVICE CO		08/24/10	90.00
						INVOICE TOTAL:	90.00
						VENDOR TOTAL:	90.00

INVOICES DUE ON/BEFORE 08/24/2010

INVOICE # / VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
WISC STATE OF WISCONSIN							
64-246/7/10	08/12/10	01	COURT FINES-STATE-7/10	11-12-00-2424 COURT FINES-STATE PORTION		08/24/10	8,735.91
					INVOICE TOTAL:		8,735.91
					VENDOR TOTAL:		8,735.91
					TOTAL ALL INVOICES:		330,269.16

August 12, 2010

Bryan Poetzinger
240 Elmwood Ave.
Lake Geneva, WI, 53147

To Whom It May Concern,

I have been an Electrician for 24 years. In that time, I have served as an Apprentice on up to General Foreman. Through education and practical experience I have built a vast knowledge of the Electrical field and the challenges it presents. Through time I have learned to build communication and practical skills in order to complete tasks in a safe and timely fashion.

Currently, I am employed by Ashburn Electric Company of Alsip Illinois since November 2009. I have been working at Northwestern University in Chicago running a 2400 volt power upgrade and a 13-story fire alarm project at Rubloff Law School.

My wife Therese and I have two children; Kelly age 18 will attend UWM in the fall and Liam age 13 is in 8th grade at LGMS. We also have a 2 year old Weimaraner named Ruby.

My family and I moved to Lake Geneva in 2000 and have rehabbed two homes (240 and 248 Elmwood Ave.). Presently, my wife and I own Nina's Kettle Corn in the Riviera.

Sincerely,

Bryan J. Poetzinger

Bryan Poetzinger

240 Elmwood Ave.
Lake Geneva, WI. 53147

OBJECTIVE

To utilize my extensive Electrical experience of hospital and commercial construction in order to enhance quality, industry reputation and customer satisfaction in the electrical construction field.

EDUCATION

* **Washburn Trade School 1986-1990**
* **St. Laurence High School Burbank, IL. 1977-1981**

QUALIFICATIONS

* **Local #134 Apprenticeship and member since 1986**
* **10 hours OSHA training**
* **Dynamics of Supervision I, II&III**
* **Served as an Apprentice, Journeyman, Foreman, General Foreman and Union Steward**
* **Worked at many area hospitals including Rush, St. Francis, Northwestern, Alexian Brothers, Holy Cross, Christ and Loyola Medical Center**
* **Many commercial jobs including Marshall Fields, Inside Real Estate Group and Quest Foods**
* **Attended various safety classes**
* **Good working knowledge of standard practices, methods and trade safety of Electrical maintenance as well as the Chicago Electrical Codes, BOCA and NFPA**
* **Ability to solve problems and utilize skills to complete multi-component electrical Projects in a safe and timely fashion under minimal supervision**
* **Excellent interpersonal skills**