



Village of Genoa City

755 Fellows Rd ▪ P.O. Box 428
Genoa City, WI 53128
262-279-6472 Office ▪ 262-279-6618 Fax

Committee of the Whole Meeting

Thursday, March 5th, 2026 @ 6:30 p.m.

BOARD MEMBERS

Ken Parker
Village President

Duane Gallo
Trustee

Phil Traskaski
Trustee

Melissa Bobula
Trustee

Joyce DeLong
Trustee

Pamela Larson
Trustee

Shawn Sponenburg
Trustee

Notice is hereby given that there will be a Meeting of the Committee of the Whole on the above date and time at the Village Hall, 755 Fellows Rd; Genoa City, Wisconsin 53128

AGENDA

1. Call to Order/Roll Call
2. Approval of minutes from the February 5th, 2026, meeting.
3. 2026 Goals and Objectives.
 - a. None.
4. New Business: (Discussion)
 - a) Bryce Inman-Veteran's Park -Darling Field 2026 lease renewal *discussion
 - b) Adaptive swing-Veteran's Park (FM) *discussion (Board Approval)
 - c) 4H petting zoo (July 17, 2026) – FM *discussion (Board Approval)
 - d) Scholarship 2026 (FM) *discussion
 - e) Corporate Drive *discussion
5. Ongoing Business: (Discussion)
 - a. Business License (wholesalers, cost of application, etc.) *discussion
 - b. Ordinance amendment: 310-49 (B1) /CU (wholesalers)*discussion
 - c. Fence Ordinance *discussion
6. Ordinance and Resolution Updates
 - a. 2026 R-03-02 Resolution Authorizing the Issuance and Sale of \$3,615,000 General Obligation Promissory Notes, Series 2026A (Board approval)
7. Department Head Reports:
 - Chief of PD:
 - DPW Foreman:

PLEASE DO NOT REMOVE, PICK UP A COPY AT VILLAGE HALL OR VIEW ON VILLAGE WEBSITE

- Library Director (Qtrly):
- Clerk Treasurer:
- Village Manager:

8. Village President Report

9. Adjourn into closed session in accordance with Wisconsin Statue 19.85(1):

None.

10. Reconvene into open session.

None.

11. Adjournment

ADA NOTICE: Please note, upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aids and services. For additional information or to request services please contact the Municipal Clerk at 262-279-6472.



Village of Genoa City

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Committee of the Whole Meeting-Minutes – February 5th, 2026

BOARD MEMBERS

Ken Parker
Village President

Duane Gallo
Trustee

Phil Traskaski
Trustee

Melissa Bobula
Trustee

Joyce DeLong
Trustee

Pamela Larson
Trustee

Shawn Sponenburg
Trustee

1. Called Meeting to Order 2/5/26 /Roll Call

Meeting of the Village Board was called to order at 6:30 pm by Village President, Ken Parker.

Roll Call: Ken Parker-here; Duane Gallo-here; Phil Traskaski-here; Melissa Bobula-here; Joyce DeLong-here; Pamela Larson-absent; and Shawn Sponenburg-here.

2. Approval of minutes from the December 4th 2025, meeting. *January 1st meeting canceled.

DeLong/Gallo motion to approve minutes, carried 5-0-0 (Absent: Pamela Larson)

3. 2026 Goals and Objectives.

a. None.

4. New Business: (Discussion)

a) Public Comment (length, portion of meeting) *discussion

Create a separate sign-in sheet for this for the Board meeting.

b) Business License (wholesalers) *discussion

Application will be revised accordingly

c) Ordinance amendment: 310-49 (B1) /CU (wholesalers)*discussion

*Board suggestion: the CU is per business not physical address of property. *this item was redlined on this document for further discussion.*

d) Special Events Permit: Stray Voltage RE: GC Farmer's Market Temporary location for 2026 season (Board Approval)

e) JT Business Park- Rezone (Plan & Board Approval)

5. Ongoing Business: (Discussion)

a. 2026 Fellows Road Project financing plan *discussion (Board Approval)

6. Ordinance and Resolution Updates

a. None.

PLEASE DO NOT REMOVE, PICK UP A COPY AT VILLAGE HALL OR VIEW ON VILLAGE WEBSITE

7. Department Head Reports:

- Chief of PD: *None*
- DPW Foreman: *upgrade plant meeting*
- Library Director (Qtrly): *N/A*
- Clerk Treasurer: *None*
- Village Manager: *PSC rate case study is complete; IL business to relocate to GC, meeting with John to discuss*

8. Village President Report

None.

9. Adjourn into closed session in accordance with Wisconsin Statue 19.85(1):

(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

Went to closed session first per Village President Ken Parker. Traskaski/DeLong motion to adjourn into closed session, carried 5-0-0. (Absent: Pamela Larson)

Roll Call: Ken Parker-here; Duane Gallo-here; Phil Traskaski-here; Melissa Bobula-here; Joyce DeLong-here; Pamela Larson-absent; and Shawn Sponenburg-here.

10. Reconvene into open session.

Gallo/Traskaski motion to reconvene into open session, carried 5-0-0. (Absent: Pamela Larson)

11. Adjournment

Gallo/Traskaski motion to adjourn, carried 5-0-0 (Absent: Pamela Larson) Adjourned at 7:49pm.

Ken Parker, Village President

Jackie Petritis, Clerk Treasurer

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VILLAGE OF GENOA CITY

755 Fellow Rd; PO Box 428;

Genoa City, WI 53128

www.genoacity.info

(262) 279-6472 office (262) 279-6618 FAX

LEASE AGREEMENT

This Agreement is made and entered into as of the first day of **April 2025**, by and between the Village of Genoa City a Wisconsin municipal corporation, whose address is 755 Fellows Road, Genoa City, Wisconsin 53128, hereinafter referred to as the Lessor and Bryce Inman, N337 US HWY. 14, Walworth, WI 53184 hereinafter referred to as the Lessee.

WITNESSETH:

That the said Lessor does hereby lease, demise and let unto the said Lessee the real property known as the Joe Darling Field and Concession Stand at 700 Fellows Rd located in the Village of Genoa City, County of Walworth and State of Wisconsin:

TERM: The term of this Lease Agreement shall commence **April 1, 2025**, and be for a **period of one year, ending on March 31, 2026.**

RENTAL: The Lessee shall pay the sum of **One (\$1.00) Dollars for the initial term of the Lease.** Rental for any renewal of the Lease shall be negotiated by the parties at least ninety (90) prior to the expiration of the initial term of the Lease. If a new rental amount cannot be negotiated by the parties, then the Lease shall terminate at the end of the initial term. Lease.

RESPONSIBILITIES OF LESSEE:

1. Lessee shall prepare and maintain the baseball field, the baseball diamond, including but not limited to, the dugouts, fencing, field lighting, base anchors, scoreboard and storage.
2. Lessee shall provide all necessary materials and supplies necessary to prepare and maintain the property.

3. Lessee shall keep the concession stand in a clean and workable condition and pick up all garbage in the area and empty garbage cans into the park dumpster.
4. Lessee must provide a schedule of all events and practices for its use of the property. As this is a public space the schedule will be posted on the Lessor's website calendar to allow the public information and access to utilize the field for their own usage. Use of the property by the public does not include the use of Lessee's equipment without Lessee's consent. If someone other than the Lessee wishes to use Lessee's equipment, then Lessee has the right to charge a fee of \$15/hour for any equipment and \$30/hour for use of the portable pitching mound. If Lessee or an agent of Lessee is required to be at the property for use by others, then that person will receive a stipend of \$10/hour.
5. Lessee shall be responsible for payment of the electrical, water and sewer expenses for the actual field and snack bar/press box. Lessor shall be responsible for payment of all other utilities.

INSURANCE: Lessee prior to commencement of use of the property, Lessee shall provide the Lessor's Village Clerk Treasurer with a certificate of liability insurance in the amount of One Million and no/100 (\$1,000,000.00) Dollars acceptable to the Village and shall add the Village as an additional insured.

HOLD HARMLESS: Prior to commencement of use of the property, Lessee shall sign the Lessor's standard Hold Harmless Agreement.

USE OF THE PROPERTY: Lessee shall have the exclusive right of the use of the ball field during the term hereof. Lessee shall not use the property for any other purpose than baseball and softball events. When Lessee is not using the property for its events, the property may be used by the public. The property is a public park, and as such, the seating, parking and restrooms are open to the public at all times. All other persons, other than the Lessee, attempting to use the baseball fields during the term of this Agreement and during Lessee's scheduled events shall be removed from the property. Lessee shall not sub-lease to any other person, entity, or organization without prior knowledge of the Lessor. Should an agreement be made by Lessee

for sub-lease, the Lessor shall receive 50% of revenue received.

REPRESENTATIONS:

1. The Lessor represents and warrants that the Lessor has the right, title and authority to enter into this Lease Agreement and to encumber the property to this Lease Agreement for the term of this Lease Agreement.
2. The Lessee represents and warrants that the Lessee has the right, title and authority to enter into this lease Agreement.

TERMINATION: Either party may terminate this lease upon seventy-five (75) days written notice to the other party at the addresses listed above. The Lessee further agrees to quit and deliver up to the Lessor said premises peaceably and quietly at the expiration of this Lease Agreement in as good or better condition as at the commencement of this Lease Agreement.

Upon termination, expiration, or non-renewal, Lessee shall have the right to remove his equipment, including, but not limited to, base pegs, base plugs, based, home plate, pitchers' mound, ATV rakes, brooms, field liner, tarps, field maintenance material.

NON-COMPETE CLAUSE: During the term of this Lease Agreement and for a period of one year following the termination, expiration or non-renewal of this Lease Agreement, Lessor agrees not to lease the property to any person or entity in direct competition with the Lessee's business of operating and youth baseball league. This clause does not apply in the event that the Lessee is no longer operating a youth baseball league.

MISCELLANEOUS:

1. This Lease Agreement is binding on the parties hereto, their respective successors and assigns.
2. Both parties agree to observe and obey during the term of this Lease Agreement, all laws, ordinances, rules and regulations promulgated and enforced by Lessor,

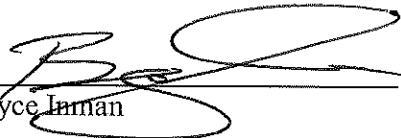
and by any other proper authority having jurisdiction over the use of the real property described herein.


IN WITNESS WHEREOF, said parties have hereunto set their hand and seals.

LESSOR:
VILLAGE OF GENOA CITY

LESSEE:
BRYCE INMAN

BY: 
Kenneth Parker, Village President


Bryce Inman

ATTEST:
BY: 
Jackie Petritis , Village Clerk | Treasurer

Farmers Market

Freedom Swing

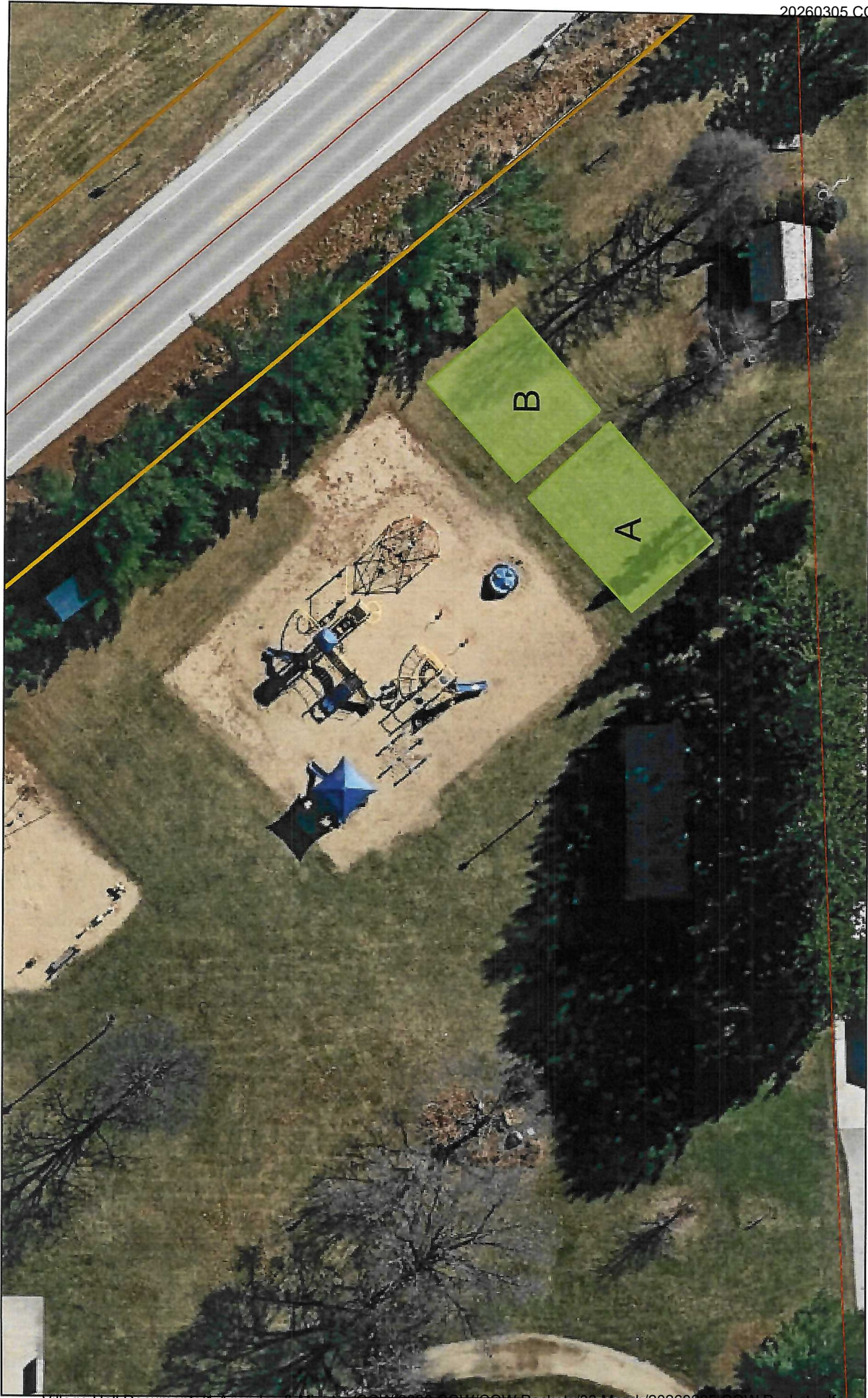
&

Belt Swing

Donation

ArcGIS Web Map

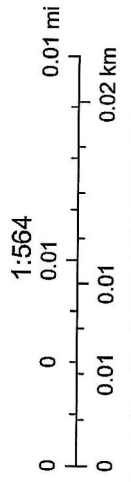
20260305.COW Packet



2/25/2026, 2:01:37 PM

Walworth Co, Right-of-Way

Walworth Co, Parcels



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LR LEE RECREATION, LLC

Providing Fun Across Wisconsin Since 1995

DATE: January 29, 2026
 TO: Village of Genoa City
 755 Fellows Rd.
 Genoa City, WI 53128
 FROM: Jeff Thompson
 RE: Quote for Freestanding Equipment, Options

BCI BURKE "Play That Moves You"

OPTION 1: Y / N

1-#SWINGS 1-Bay Single Post Swing Assembly (Red Posts, Blue Freedom Seat) \$3,118.00
 INCLUDES: 1-Belt Swing Seat, 1-Freedom Swing Seat

Subtotal Equipment	\$3,118.00
Installation	\$1,000.00
Freight	\$ 800.00
TOTAL	\$4,918.00

OPTION 2: Y / N

1-#SWINGS 1-Bay Single Post Swing Assembly (Red Posts, Blue Freedom Seat) \$3,118.00
 INCLUDES: 1-Belt Swing Seat, 1-Freedom Swing Seat

1-#590-0064 Little Digger (Red) \$1,028.00

Subtotal Equipment	\$4,146.00
Installation	\$1,200.00
Freight	\$ 800.00
TOTAL	\$6,146.00

OPTION 3: Y / N

1-#SWINGS 1-Bay Single Post Swing Assembly (Red Posts, Blue Freedom Seat) \$3,118.00
 INCLUDES: 1-Belt Swing Seat, 1-Freedom Swing Seat

1-#580-0230 Three Drum Table (Red Post, Blue Tabletop, Red Drums) \$1,772.00

Subtotal Equipment	\$4,890.00
Installation	\$1,500.00
Freight	\$ 800.00
TOTAL	\$7,190.00

OPTION 4: Y / N

1-#SWINGS 1-Bay Single Post Swing Assembly (Red Posts, Blue Freedom Seat) \$3,118.00
 INCLUDES: 1-Belt Swing Seat, 1-Freedom Swing Seat

1-#590-0064 Little Digger (Red) \$1,028.00

1-#580-0230 Three Drum Table (Red Post, Blue Tabletop, Red Drums) \$1,772.00

Subtotal Equipment	\$5,918.00
Installation	\$1,800.00
Freight	\$ 800.00
TOTAL	\$8,518.00

Quote Accepted by: _____ Date: _____

Terms: Net 20

Marking of Private Lines, Site Preparation, Resilient Surfacing, Disposal of Garbage & Site Restoration is the responsibility of the customer.

Lead time: 5-8 Weeks Upon Receipt of Order

Quote Effective: Until 02-28-2026

Jackie Petritis

From: Chelsea Police <chelseacop@yahoo.com>
Sent: Monday, February 16, 2026 1:23 PM
To: Jackie Petritis; Flame Throwers 4-H Club
Subject: Permit for Farmers Market

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Jackie,

I am requesting that the Genoa City 4-H Club, Flame Throwers, to be put on the agenda for the next board meeting to have the Discovery Barn at the Genoa City Farmers Market at 171 South Carter Street on July 17th. Let me know if you need anything else from me.

Thank you,
Chelsea
Flame Throwers 4-H

Owner (stray voltage): Will the owner allow the above request? If so, where is a good location for the event?

Village Board: Contingent on property owner approval, is this allowed?

Jackie Petritis

From: Patricia A. Reda <preda@lucida.com>
Sent: Monday, February 9, 2026 1:14 PM
To: Jackie Petritis
Subject: RE: Farmers Market - RE: Scholarships

Hi Jackie:

This would be a restricted donation. If the money was not spent during the fiscal year it was given, it would need to be included as "restricted fund balance" at year end. So...you could have a GL account for restricted donations and a corresponding GL account for restricted donation expenditures. The difference between the two in any given year would be a change to "restricted equity".

--Pattie

Patricia A. Reda, CPA

Lucida

TAX + ACCOUNTING SOLUTIONS

Direct: 262.910.1351

Office: 262.248.6281

326 Center Street
 Lake Geneva, WI 53147

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From: Jackie Petritis <clerktreasurer@vi.genocacity.wi.gov>
Sent: Tuesday, February 3, 2026 11:27 AM
To: Patricia A. Reda <preda@lucida.com>
Cc: John Cole <manager@vi.genocacity.wi.gov>
Subject: Farmers Market - RE: Scholarships
Importance: High

Hello Pattie,

Another question, Linda Gray our Municipal attorney thought I should run this past you... If a scholarship donation of \$300 dollars was received the doner would need to know how much of the donation would be going to the scholarship and the money would be costed to a "separate" gl code and not used until the scholarship was given, correct? What are the parameters for this separated gl code? Please advise.

~Thank you.

Regards,



SPONSORSHIP OPPORTUNITIES

Become a sponsor and support the Village of Genoa City Farmers Market and Community!

Dear Business Owner,

The Village of Genoa City is excited to begin our 4th Farmers Market Season! Our Market is held every Friday, 3pm to 7pm, beginning Memorial Weekend through September. We are currently planning this year's market days and special events. Our success depends on the support of our local community and businesses.

Your sponsorship helps ensure the sustainability of the Genoa City Farmers Market as a much-needed attraction to our community. Your donation helps pay for entertainment, special events, equipment and park improvements. **This year, we are working on establishing a scholarship for a Badger High School Senior, so your monetary support will be a great asset to that project.**

At the market, local farmers sell a wide variety of farm-fresh produce and meat products. They are complemented by vendors selling baked goods, canned goods, honey, dairy & cheese, plants & herbs and more. Food Trucks selling hot, on-the-go meals. We have local artisans displaying their creations, local musicians entertaining marketgoers, and collaboration with our local organizations including Lions Club serving beer and malt beverages.

SPONSOR PACKAGE BENEFITS:	Platinum \$300+	Gold \$250+	Silver \$150+	Bronze \$100+
• Featured Sponsor on our Facebook page with link to your company	✓			
• Participation booth at the market for one week (<i>must call to set up date</i>)	✓	✓		
• Your promotional materials to display at our booth				
• Logo/Name on back of Market Crew T-shirts as market sponsor	✓	✓	✓	
• Logo/Name on our Website with link to your company	✓	✓	✓	✓
• Logo/Name on marketing materials	✓	✓	✓	✓

DONATIONS MUST BE RECEIVED BY APRIL 1ST TO APPEAR IN MARKETING MATERIALS INCLUDING T-SHIRTS.

Please return this portion with your donation.

Company Name: _____

Company Address: _____

Contact Person: _____ Contact Phone: _____

Contact Email: _____ Company Website: _____

Sponsorship Package: Platinum \$300+ Gold \$250+ Silver \$150+ Bronze \$100+

Send check to: Village of Genoa City | 755 Fellows Rd | PO Box 428 | Genoa City, WI 53128
262-279-6472 | www.vi.genoacity.wi.gov

THANK YOU FOR YOUR GENEROUS DONATION AND SUPPORT!



NEW SCHOLARSHIP INFORMATION

Scholarship Name:	
Scholarship Funded by:	
Address:	
CONTACT INFORMATION	
Phone number:	
Email address:	
FUNDING OPTIONS <i>select one option</i>	
<input type="checkbox"/>	Donor to annually fund the scholarship
<input type="checkbox"/>	Donor to pay directly to the recipient (annually)
<input type="checkbox"/>	Lump sum donation to the Badger Union High School Endowment Fund, INC. due prior to being awarded at awards night. Initial Deposit amount: \$ _____ Date: _____
DISBURSEMENT	
Number of annual scholarship:	
Annual amount to be given: (per scholarship awarded)	
APPLICATION <i>select one option</i>	
<input type="checkbox"/>	The organization or person in charge of the scholarship will submit an application to Badger High School to distribute to current Seniors.
<input type="checkbox"/>	The organization or person in charge of the scholarship will use Badger's General Scholarship Application.
AWARD <i>select one option</i>	
<input type="checkbox"/>	Badger's Scholarship Committee is entrusted with choosing the student(s) to receive the award based on criteria indicated on the application.
<input type="checkbox"/>	The donor or an individual designated by the donor will select the student(s) to receive the award annually and notify Badger's Scholarship Committee.

220 E. South Street, Lake Geneva, WI 53147

P: (262) 348 - 2000 | F: (262) - 248 - 6178



SCHOLARSHIP AWARD CRITERIA	
Minimum GPA:	
Extracurricular Involvement:	
Community Service:	
Post-secondary training / education pathway: (i.e. Tech School, 4 year school)	
Favored College Major(s):	
Scholarship Description / Background information (for application form)	
Who will present the scholarship? <i>select one option</i>	
	You or an individual designated by you. (Please provide the name) _____
	Badger's Scholarship Committee

Student pay-out: *Most scholarship recipients are given a certificate indicating how they should claim their scholarship, as opposed to giving a check. The general guidelines are: students must present their first semester college transcripts along with proof of registration for second semester to the CHAMBERLAIN | Otte, CPAs, LLP, 421 Broad Street, Lake Geneva, WI 53147. Checks are mailed directly to the college.*

Print your name: _____

Signature: _____

Date: _____

220 E. South Street, Lake Geneva, WI 53147

P: (262) 348 - 2000 | F: (262) - 248 - 6178



BUSINESS REGISTRATION APPLICATION

\$25.00 Annual Fee/Late Fee \$10.00

Annual License Expires **JUNE 30TH EACH YEAR**

Please fill in the blanks completely, as incomplete applications will be rejected.

20260305 COW Packet
755 Fellows Rd
PO Box 428
Genoa City, WI 53128
262-279-6472

Please Check: New Business New Owner Name Change Renewal
 Location Change *(must be approved by Building & Zoning Dept prior to application)*

APPLICANT & BUILDING INFORMATION

Business Name:

Business Address:

Email:

Phone:

Website:

Facebook Address:
www.facebook.com/

Business Owner(s) Name:

Business Owner(s) Email:

Phone:

Business Owner(s) Mailing Address:

Local Contact Person for Business (if different):

Email:

Phone:

Building Owner(s) Name:
(If different)

Address:

Building Owner(s) Email:

Phone:

Has the building owner approved the use of the space for your business? YES NO

Type of Business:

Opening date:

Is the property currently vacant? YES NO

Is this a home-based business? YES NO

Are there any improvements planned to the existing property? YES NO **If yes, please explain below:*

Have you spoken with the Building & Zoning Administrator regarding your business? YES NO

BUSINESS OWNER SIGNATURE:

DATE:

For Office Use Only

Date Filed: _____ **Date License Issued:** _____ **License No.:** _____

Date Forwarded to Building Dept: _____ **BI Approval:** _____

Date Forwarded to Fire Dept: _____ **FC Approval:** _____

Date Forwarded to Police Dept: _____ **PC Approval:** _____

Notes/Conditions: _____

Receipt Number: _____ **Total Paid: \$** _____ **Check #:** _____

conservation standards and do not involve dumping, filling, or soil or peat removal or impair the natural fauna, flora, watercourses, water regimen or topography:

- (1) Boat landing sites.
- (2) Flood overflow and movement of water.
- (3) Forest and game management.
- (4) Fishing.
- (5) Impoundments of water.
- (6) Navigation and navigational structures.
- (7) Park and recreation area, not including the location or erection of buildings or structures.
- (8) Stream bank protection.
- (9) Swimming beaches.
- (10) Wilderness areas and wildlife preserves and refuges.
- (11) Hiking and natural trails.

B. Area, height and yard requirements: none. No buildings or structures are permitted.

§ 310-49. Business districts.

In order to provide for the varied daily consumer needs for the people, these several business-oriented districts are created. All activities are designed to support the welfare of the Village and its inhabitants as well as promote a stable commercial economy.

A. B-1 General Business District. The purpose of this zoning district is to further maintain and encourage the use and redevelopment of the principal business district in the Village. The promotion of retail sales and services will be the principal aim of this district.

(1) Principal uses:

- (a) **Creative arts:** art galleries, art studios, antique shops, museums, music studios, photography studios, dance studios and similar creative arts shops, with or without the incidental sale of related art, music or photo supply items.

- (b) **Food stores:** grocery stores, bakeries, confectioneries, meat markets, fruit and vegetable stands and similar food stores which sell food items primarily for off-premises consumption.
- (c) **Restaurants:** restaurants, lunch counters, ice cream parlors and other similar businesses which sell food items primarily for on-premises consumption, but specifically excluding the drive-in type of establishment where food is sold to and consumed by customers remaining in their vehicles.
- (d) **Recreational centers:** theaters, bowling alleys, billiard and pool rooms, physical culture and health studios, martial arts studios and other uses of similar nature and character.
- (e) **Wearing apparel:** clothing stores, including department and variety stores, dressmaking, millinery and tailoring shops, and shoe stores.
- (f) **Hardware:** hardware, paint and wallpaper stores; glass and mirror shops; tile and carpeting stores; toy, hobby and bicycle shops; sporting goods; automotive supplies; and house wares and home appliances.
- (g) **Offices:** business and professional offices of lawyers, doctors, dentists (including medical clinics), real estate agents, travel agencies, public utilities, civil engineers, insurance agents, etc.
- (h) **Personal care services:** barbershops, beauty parlors, laundry and dry-cleaning shops and shoe repair shops.
- (i) **Financial services:** banks, savings and loans associations, credit unions, loan offices, etc.
- (j) **Home furnishings:** furniture stores, radio, television and appliance stores, and interior decorating services.
- (k) **Drug and variety stores:** pharmacies and health care items, jewelry, gift and cosmetic items, newspapers, books, magazines, tobacco items, cameras, photo supplies, etc.
- (l) **Specialty services:** locksmiths, orthopedic and medical supply stores, office supplies, and music, dance, business or trade schools.
- (m) **Specialty sales:** coin and stamp shops, florists, secondhand shops, and catalog sales stores.
- (n) **Libraries:** [Added 4-11-2002]

(2) Conditional uses:

***the CU goes to the business not physical property address.**

- (a) Automobile service stations.
- (b) Taverns: cocktail lounges, taverns, saloons or liquor stores operated in conjunction with or separate from restaurants, hotels, clubs, recreation centers, etc.
- (c) Undertaker and funeral homes.
- (d) Parking lots and facilities other than parking required by § 310-61 through 310-66.
- (e) Nightclubs and dance halls.
- (f) Public swimming pools.
- (g) Boarding, lodging and rooming houses.
- (h) Clubs, lodges, and fraternal or religious institutions.
- (i) Planned business development.
- (j) Any use which provides drive-up or drive-in service for its customers or which has vehicular access across a public sidewalk to off-street parking shall be considered a conditional use.
- (k) Residential dwelling units.
- (l) Fast processing minilab photo processing facility not to process more than 100 rolls per day on the average and dedicated primarily to retail traffic.
- (m) Winery, retail.
- (n) Bed-and-breakfast establishment.
- (o) Telephone and gas power substations.
- (p) Pet shops.
- (q) Self-service storage facility/mini storage. **[Added 10-29-1998]**
- (r) Day-care centers. **[Added 11-11-1999]**
- (s) Automobile and Truck Sales and Services. **[Added 02-14-2008]**
- (t) Light Industrial: May conduct retail activity as a conditional use provided that all requirements are complied with. **[Added 11-13-14]**

- (3) Area, yard and height requirements. [Added 10-29-1998]**
- (a) Lot:**
- [1]** Width: 20 feet minimum.
- [2]** Area: 1,750 square feet minimum plus requirements of § 310-62.
- (b) Building height: 45 feet maximum.**
- (c) Yard:**
- [1]** Street. A street yard shall be provided equal to the average of the yards of the two abutting structures. If residential zoning is present on such block on the same street a twenty-five-foot yard shall be provided.
- [2]** Side:
- [a]** Principal uses: none; except when provided, a minimum five feet. When abutting on a residential zone, a minimum of 10 feet.
- [b]** Conditional uses: as determined by the Plan Commission after public hearing and review of premises.
- [3]** Rear: 10 feet.
- [4]** Shore: 100 feet minimum.
- (d) Floor area ratio:**
- [1]** One-story: 1.0:1.
- [2]** Two-story: 2.0:1.
- [3]** Three-story: 2.4:1.
- [4]** Four-story: 2.8:1.
- [5]** Over four-story: 3.0:1.
- (e) Off-street parking: not required.**

B. B-2 Highway Business District. The purpose of this business district is to provide a zone where certain commercial activities may be conducted outside of the downtown business area.

(1) Principal uses:

- (a) Creative arts:** art galleries, art studios, antique shops, museums, music studios, photography studios, dance studios and similar creative arts shops, with or without the incidental sale of related art, music or photo supply items.
- (b) Food stores:** grocery stores, bakeries, confectioneries, meat markets, fruit and vegetable stands and similar food stores which sell food items primarily for off-premises consumption.
- (c) Restaurants:** restaurants, lunch counters, ice cream parlors and other similar businesses which sell food items primarily for on-premises consumption, but specifically excluding the drive-in type of establishment where food is sold to and consumed by customers remaining in their vehicles.
- (d) Recreational centers:** theaters, bowling alleys, billiard and pool rooms, physical culture and health studios, martial arts studios and other uses of similar nature and character.
- (e) Wearing apparel:** clothing stores, including department and variety stores, dressmaking, millinery and tailoring shops, and shoe stores.
- (f) Hardware:** hardware, paint and wallpaper stores; glass and mirror shops; sporting goods; automotive supplies; housewares and home appliances; and building materials.
- (g) Offices:** business and professional offices of lawyers, doctors, dentists (including medical clinics), real estate agents, travel agencies, public utilities, civil engineers, insurance agents, etc.
- (h) Personal care services:** barbershops, beauty parlors, laundry and dry-cleaning shops and shoe repair shops.
- (i) Communication services:** newspaper offices, radio and television broadcasting stations, bookstores, telegraph offices, and print shops.
- (j) Financial services:** banks, savings and loan associations, credit unions, loan offices, etc.
- (k) Home furnishings:** furniture, radio, television and appliance stores, interior decorating services, and upholstery shops.

- (l) **Drug and variety stores:** pharmacies and health care items, jewelry, gift and cosmetic items, newspapers, magazines, tobacco items, camera and photo supplies, etc.
 - (m) **Undertaker and funeral homes.**
 - (n) **Specialty services:** locksmiths, frozen food lockers, orthopedic and medical supply stores, office supplies, and music, dance, business or trade schools.
 - (o) **Specialty sales:** coin and stamp shops, florists, secondhand shops, pet shops and catalog sales stores.
- (2) **Conditional uses:**
- (a) Automobile service stations and car washes.
 - (b) Auditorium, stadium, gymnasium and other similar places of public events.
 - (c) Boarding, lodging and rooming houses.
 - (d) Clubs, fraternal or religious institutions and lodges.
 - (e) Auction facilities.
 - (f) Automobile sales and services.
 - (g) Taverns, cocktail lounges, saloons or liquor stores operated in conjunction with or separate from restaurants, hotels, clubs, recreation centers, etc.
 - (h) Boat and recreational vehicle sales, service or repair.
 - (i) Animal hospitals, shelters, and kennels.
 - (j) Parking lots and facilities other than parking required by §§ 310-61 through 310-66 of this chapter.
 - (k) Bus and rail depots.
 - (l) Hotels and motels.
 - (m) Machinery and equipment sales and service.

- (n) Nightclubs and dance halls.
 - (o) Public swimming pools.
 - (p) Residential dwelling units.
 - (q) Any use which provides drive-up or drive-in service for its customers or which has vehicular access across a public sidewalk to off-street parking shall be considered a conditional use.
 - (r) Any use in conjunction with a permitted or conditional use which requires outdoor service, storage, display or sales shall be considered a conditional use.
 - (s) Pre-engineered buildings.
 - (t) Winery, retail.
 - (u) Bed-and-breakfast establishment.
 - (v) Telephone and gas power substations.
 - (w) Self-service storage facility/mini storage. **[Added 10-29-1998]**
 - (x) Day-care centers. **[Added 11-11-1999]**
 - (y) Permanent structures for the retail sales of fireworks, as they are defined in subsection 167.10(1) (e), (f), (i), (j), (k), (l), (m), (n) and (p), Wis. Stats. **[Added 05-09-2019]**
- (3) Area, yard and height requirements.**
- (a) Lot:
 - [1] Width: 75 feet minimum.
 - [2] Area: 10,000 square feet minimum; except hotels and motels: 30,000 square feet minimum plus an additional 800 square feet for each lodging room in excess of 35.
 - (b) Building height: 45 feet maximum.
 - (c) Yards:
 - [1] Street:
 - [a] State, federal or county: 40 feet minimum.

- [b] Village roads: 15 feet minimum.
- [2] Side:
 - [a] Principal uses: six feet. [Amended 6/9/16]
 - [b] Conditional uses: as determined by Plan Commission after hearing and review of proposal.
- [3] Rear: 20 feet minimum.
- [4] Shore: 100 feet minimum.
- (d) Floor area ratio:
 - [1] One-story: 0.75:1.
 - [2] Two-story: 1.5:1.
 - [3] Three-story: 2.0:1.
 - [4] Four-story: 2.2:1.
 - [5] Over four-story: 2.25:1.
- (e) Lot area coverage. Not more than 75% of the land area is to be occupied by buildings, structures and parking areas.
- (f) Off street parking. Off street parking shall be in accordance with §§ 310-61 through 310-66 of this chapter.

§ 310-50. Industrial districts.

The purpose of this district is to provide for location of certain industrial or warehousing activities in the Village where exclusive manufacturing, industrial and related warehousing activities are carried out. Because of the objectionable nature of certain of these activities, this district shall be so located as to provide the least amount of incompatibility with areas requiring a pleasant, hazard- and nuisance-free environment.

A. M-1 Industrial District.

- (1) **Principal uses:**
 - (a) Automotive upholstery.
 - (b) Commercial bakeries.

Chapter 310 ZONING (Fence Only)

§ 310-69. Fences.

FENCE, OPEN -- A fence, including entrance and exit gates, where each one-foot-wide segment for the full length and height of the fence contains at least 40% open spaces which afford a direct view through the fence.

FENCE, RECREATIONAL -- An open fence located in any district utilized for the enclosure of a recreational sport or activity area.

FENCE, RESIDENTIAL -- An open or solid fence located in a residential district which does not exceed two feet in the street yard or four feet in any other yard. The fence may be decorative or restrictive in nature.

FENCE, SECURITY -- An open fence designed to restrict access to an area or facility. It shall be of an open type similar to woven wire or wrought iron fencing.

FENCE, SOLID -- A fence, including solid entrance and exit gates, which effectively conceals from view of the adjoining properties and streets materials that are stored and operations conducted behind it.

3. Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art II).

A. Definitions. The following words and terms, for purposes of this Ordinance, shall have the meanings herein provided:

Administrator. The administrator of the Department and designees thereof.

Arbor. A decorative solid or latticework structure or trellis which is used as an entrance focal point along a barrier which serves the purpose of a fence.

Berm. A mound of earth higher than the final elevation of a lot.

Department. The Village of Genoa City Department of Zoning Administration.

Dog Enclosure. Any outdoor structure or enclosure used to restrict dogs to a contained yard area.

Fence(s). "Fence" means a vertical screen device used to provide privacy, visual or otherwise, or for containment. "Fence" includes but is not limited to trellises, railings and walls.

Fence, Agricultural/Farm. A fence consisting of chicken wire, deer fence, hog wire, high tensile wire strands, used in the agricultural, farming and livestock

business, specifically for livestock, animal and bird control.

Fence, Patio. A privacy fence which fully or partially encloses a patio.

Fence, Privacy. A **privacy fence** is any type of barrier that creates a border and defines an area and limits visibility.

Fence, Stockade. a solid **fence** of half-round boards pointed at the top.

Fence, Good Neighbor. A fence constructed of solid or spaced boards, where the face boards are installed at the center of the posts so that the fence looks the same from both sides.

Install, Installation, Installed. To construct, erect, install, place, or replace over 16 lineal feet (lf)

Lot-Double Frontage. An interior lot having street frontage on the front and rear of the lot.

Person. Any person, firm, corporation, association or other legal entity.

Property Owner. A Person that owns or controls real property situated in the village.

Trellis. A frame or structure of open latticework.

Vision Clearance Area. A triangular area on a lot at the intersection of two streets or a street and an alley, driveway, at the intersection of a driveway/alley and sidewalk, other point of vehicular access or railroad, two sides of which are lot lines measured from the corner intersection of the property lines to a minimum distance of fifteen (15') feet from their intersection.

B. Permit.

- (1) **Permit Required.** No Person shall install a Fence in the Village without first obtaining a Fence Permit and complying in all respects with the terms and conditions and this Ordinance. A Fence Permit shall be valid only for the term of issuance, unless sooner suspended or revoked. A Fence Permit is not required for painting, maintenance, or repair or replacement of less than sixteen (16) lineal feet (l.f.) of a Fence.
- (2) **Permit Application.** A Zoning Permit application shall be filed with the Department, consisting of the following:
 - (a) A fully completed Zoning Permit application form and payment of full permit fee.
 - (b) A drawing, site plan or plat map displaying property boundaries, the location of the buildings and structures on the property, the proposed location of the Fence and its distances from the existing structures on the property.
 - (c) A photo of the type of fence being installed.

- (d) If the Fence is proposed to be installed on rented or leased property, the written consent of the owner(s) of the property.
 - (e) Other information as may be required by the Department to assist in the review of the application.
- (3) **Permit Fee.** A permit fee shall be remitted upon submittal of the Fence application, the amount of which shall be established, from time to time, by resolution of the Village Board.
- (4) **Application Review and Approval Required, Permit Issuance.** The Administrator shall review, approve and issue the Fence Permit application, provided that the application is in compliance with this Ordinance and the standards of this Ordinance for the Fence to be installed have been met. The Fence Permit may contain reasonable conditions stated in the permit.
- (5) **Completion of Installation.** A Fence authorized by a Fence Permit shall be fully installed in accordance with this Ordinance and permit conditions, within ninety (90) days of the date of permit issuance. A Fence Permit shall expire ninety (90) days after the date of issuance. After a Fence Permit expires, no work requiring such a permit shall be commenced, resumed or undertaken until a new permit is issued or the original permit is extended.

The permit applicant may file a written request for an extension of the Fence Permit, stating the reason for the request, for up to ninety (90) additional days to complete the Fence installation. The Administrator, in administering this Code, shall grant the request if good cause is shown.

- (6) **Responsibility of Department.** The Department, through the Administrator, shall:
- (a) Review and issue Fence Permits where the application is in compliance with this Ordinance.
 - (b) May issue reasonable site-specific conditions.
 - (c) May waive or reduce vision clearance requirements where:
 - [1] Traffic can safely approach and enter the intersection, alley, driveway or street given existing traffic control devices or other physical conditions of the area; or,
 - [2] Topographic conditions are so extreme or building structures exist such that it is not practical to provide required vision clearance.
 - (d) May inspect the Fence for compliance with this Ordinance and the Permit.
 - (e) Shall enforce this Ordinance with the assistance of the Village Attorney.
- (7) **Responsibility of Applicant.** The applicant is solely responsible for installing the Fence:

- (a) Within the boundaries of their property determined by survey, in compliance with this Ordinance and the Permit, including, but not limited to, proper materials, height, setback and vision clearance.
- (b) In compliance with any subdivision covenants or restrictions, deed restrictions, utility easement restrictions, land use restrictions of record, including applicable plan review and approval, or waiver requirements.
- (c) In a manner as will not obstruct storm water drainage, violate a Village approved storm water plan, or unreasonably divert storm water onto the property of another.

C. Fence Installation.

- (1) **General Requirements.** No Fence shall be installed, except in strict compliance with this Ordinance, site specific permit conditions, and the following requirements:
- (a) Structural and support components of a Fence shall face away from adjacent properties.
 - (b) Fences shall be installed with the finished side facing the adjacent property or public right-of-way, and the Fence posts must be located on the inside of the Fence facing the property on which the Fence is located, except when the style of Fence commonly described as a “Good Neighbor Fence” is installed.
 - (c) Fences shall be installed plumb and the top finish of the Fence shall be uniform. Fences shall follow the contour of the ground to the extent practical. Adjustments for grade shall occur at the bottom of the Fence.
 - (d) The height of the Fence shall be controlled by the applicable provisions of the Village Zoning Ordinance for the district in which the Fence will be located. Fence height shall be measured from the surface of the ground immediately below the Fence. Berms, retaining walls or other methods to raise the elevation of the site shall require approval by the Department prior to installation.
 - (e) The project site shall be marked by Diggers Hotline before digging holes for Fence installation.
 - (f) No Fence in the Vision Clearance Area shall exceed three (3’) feet in height above the mean street grade.
 - (g) The height of walls and Fences shall be measured vertically from the finished grade on the exterior side of the Fence. Raising the finished grade by placing fill solely for the purpose of adding additional height to a Fence is prohibited. If a Fence is placed on a berm, the berm shall be included in the height of the fence and the height shall be measured vertically from the base of the berm, unless said Fence is approved in conjunction with a Conditional Use Permit/Site Plan Review, or an exception is granted by the Village Board.
 - (h) All Fences shall be no closer than six (6”) inches to the public sidewalk.

- (2) **Obstruction of Ingress/Egress Area of a Dwelling.** No Fence shall be installed in any yard that will shield any window or opening in a habitable space of a dwelling. A minimum distance of three (3') feet shall be maintained between any solid Fence and any such window or opening in a dwelling.
- (3) **Modifications.** All modifications to an existing Fence shall comply with this Ordinance.
- (4) **Fences in Front Yards.** Fences installed in a front yard shall comply with the following requirements:
- (a) In residentially zoned areas on corner, interior, through and reverse frontage lots, Fences, not exceeding four (4') feet in height, shall be allowed within a residentially required front yard setback area. The front yard setback consists of any side lot line between the front property line and the front setback line or building line, whichever is closest to the front property line. No Fence over four (4') feet in height shall be permitted within residentially required front yard setback areas. Fences over three (3') feet in height shall not encroach within vision clearance areas.
 - (b) Fences on residentially zoned lots, including interior and corner double-frontage lots, fronting a street, shall be installed in accordance with front yard setback requirements.
 - (c) Notwithstanding Section 310-69 C.(4.)a. and 310-69 C.(4.)b., in residentially zoned areas on a corner lot, where the primary entrance faces a street side yard, fences not exceeding six feet (6') in height are allowed within the residentially required front yard setback area, provided the fence is not installed closer than fifteen (15') feet to the street side yard lot line.
 - (d) No Fence shall be installed in any B-1, B-2, BP, M-1 or M-2 zoned district, unless said Fence is approved in conjunction with a Conditional Use Permit/Site Plan Review.
- (5) **Fences in Rear/Side Yard.** Fences in rear and side yards shall meet the following requirements:
- (a) No Fence or wall shall exceed six (6') feet in height in any side or rear yard. Fences not greater than six (6') feet in height are permitted in side or rear yards and shall not extend beyond the front of the principal structure or the required building setback, whichever is furthest from the road right-of-way.
 - (b) A wall or solid Fence not more than six (6') feet in height, as measured from the highest adjacent grade, may be maintained along the interior side or rear lot lines provided such a wall or solid Fence does not extend into a required front yard.
 - (c) Fences which exceed three (3') feet in height in side or rear yards shall not encroach within vision clearance areas.

- (d) No Fence shall be installed in any B-1, B-2, BP, M-1 or M-2 zoned district, unless said Fence is approved in conjunction with a Conditional Use Permit/Site Plan Review. A Fence shall not exceed the height established unless approved in conjunction with a Conditional Use Permit/Site Plan Review.
- (6) **Fences on Corner Lots.** No Fence over three (3') feet in height shall be permitted within a vision clearance area of any portion of the lot.
- (7) **Fences on a Lot-Double Frontage.** Fences shall be installed in accordance with the required front yard setback on both streets, except where otherwise approved in conjunction with a Conditional Use Permit, Site Plan Review, or variance from the Zoning Board of Appeals.
- (8) **Approved Fence Materials.** All Fences shall meet the following material requirements:
- (a) Fences to be situated in side and/or rear yards shall be constructed using materials suitable for residential-style fencing, including, but not limited to, brick, fieldstone, wrought iron, vinyl, chain-link (with a minimum thickness of nine (9) gauge and a required top rail support), privacy or board-on-board cedar or treated wood.
 - (b) No Fence shall be constructed of used or discarded materials in disrepair, including, but not limited to, pallets, tree trunks, trash, tires, junk, or other similar items. Materials not specifically manufactured for fencing, such as railroad ties, wooden doors, landscape timbers or utility poles shall not be used for, or in the construction of a fence.
 - (c) Agricultural/Farm Fences shall only be permitted in agriculturally zoned districts and shall not exceed (6') feet in height.
 - (d) Residential front yard Fences shall be fifty (50%) percent open (see-through) and be of split rail, wrought iron or picket design with the exceptions of fences constructed in compliance with Section 310-69 C(4)(c).

D. Maintenance of Fences.

Fences shall be maintained in a manner as to prevent rust, corrosion and deterioration, so as not to become a public or private nuisance, and so as not to be dilapidated or a danger to adjoining property owners or the public. Fences shall not create an appearance of patchwork, which is indicative of a state of disrepair. Every Fence installed shall be maintained by the owner in such a way that it will remain plumb and in good repair.

E. Existing Fences.

Any Fence existing upon the effective date of this Ordinance shall not be enlarged,

extended or replaced, except in strict compliance with all of the requirements of this Ordinance.

F. Prohibitions.

(1) Prohibited Fences. No Person shall install:

- (a) An electric or razor wire Fence.
- (b) Any wire or chain-link-type Fence with the cut or salvage end of the Fence exposed at the top.
- (c) A Fence which creates a hazard to users of the street, sidewalk or to nearby property.
- (d) A Fence composed solely of Fence posts.
- (e) An incomplete Fence, consisting only of posts and supporting members.

(2) Barbed Wire Fences Restricted. No Person shall construct, use or maintain any barbed wire Fence on residential, business or institutionally zoned property.

Barbed wire Fences may be installed in M-1 or M-2 Zoning Districts under circumstances whereby no more than three (3) strands of barbed wire are horizontally situated above a Fence of boards or woven wire not less than seventy-two (72”) inches in height, excluding the barbed wire. Barbed wire may be used on top of a six (6) foot Fence surrounding a public utility, public use, or on a site storage area as approved under a Conditional Use Permit or Site Plan Review. Notwithstanding the above, barbed wire shall not be used along a property line abutting a residentially zoned area.

G. Fences Permitted Without A Permit.

The following types of Fences are permitted, as specified, without a permit, subject to the following restrictions and providing that said Fence does not in any way interfere with traffic visibility, or block, redirect or cause a drainage problem for the adjacent or downstream properties:

- (1) Snow fencing shall be permitted in all districts not exceeding four (4’) feet in height provided it is removed from May 1 to November 1 of each year. No snow Fence shall extend into the street right-of-way line unless installed by the Village or a contractor having a permit from the Village.
- (2) Agricultural/Farm Fences are limited to agriculturally zoned or used districts.
- (3) Decorative Fences not exceeding two (2’) feet in height shall be permitted in all districts. Such Fences shall not be placed in any manner which presents a hazard to pedestrians on any public or private sidewalk.
- (4) Underground electrical Fences are permitted in all districts.
- (5) Arbors and/or trellises shall not be used as a Fence.

H. Non-Boundary Related Fence Standards

Fences and/or enclosures for swimming pools shall be permitted as required in Section 310-97 (F) of the Code of General Ordinances.

Fences surrounding tennis courts, and baseball and/or softball field backstops may be erected in conformance with accepted industry standards. A Fence Permit shall be required for such installation.

I. Dog Enclosures

Dog enclosures shall be permitted in residential districts subject to the following criteria:

- (1) No dog enclosure shall be installed on a lot unless approved by the Department and a permit is issued.
- (2) Dog enclosures shall be obscured from view from neighboring properties at grade and adjacent streets. Existing structures (i.e., sheds, garages) may be used to obscure view.
- (3) Dog enclosures must be located in the buildable area directly behind and adjacent to the principal building. In no event shall a dog enclosure encroach into a required setback or be located closer to a corner or interior side property line than the principal building.
- (4) No dog enclosure shall be in excess of two hundred fifty (250) square feet in area, nor more than six (6') feet in height above the surface of the ground, as measured from the ground level at the lowest grade level within five (5') feet of either side thereof.
- (5) Dog enclosures may be constructed of any material permitted for a residential Fence.
- (6) No dog enclosure shall be constructed contrary to required vision clearance area requirements.

J. Visual Clearance Violations

- (1) **Administration of Visual Clearance Violations.** The Administrator shall have the duty of establishing, restoring and maintaining visual clearance. When the Administrator has determined that visual clearance has not been established, restored or maintained, as required within this Ordinance, the Administrator shall, in writing, notify the owner, operator or other party responsible for managing and/or maintaining the offending property that visual clearance must be established or restored within fifteen (15) days from the date of notice. The notice shall further provide that the notified party or agent shall have the opportunity to be personally heard by the Administrator within said period, and failure to request a hearing shall waive the opportunity to be heard. The fifteen (15) day compliance period may be

extended upon written request, for good and sufficient reason. The failure of the owner, operator or other responsible party to provide or restore visual clearance within the time prescribed shall authorize the Administrator to do or to have done such work as will establish or restore visual clearance, bill the owner, operator or other responsible party for the actual costs of the service rendered, and demand payment be made within thirty (30) days of the billing date. The failure of the owner, operator or other responsible party to promptly pay said bill shall authorize the Administrator to charge the cost against the property in noncompliance as a special assessment, pursuant to the authority of Section 66.60, Wisconsin Statutes. The special assessment shall be a lien upon the real estate until paid in full, with interest accruing on the unpaid balance at the rate of seven (7%) percent per annum. There shall also be a One Hundred (\$100.00) Dollar administrative charge added to the charge and special assessment to cover administrative costs of charging and specially assessing the property.

The order of the administrator may be appealed to the Board of Appeals upon written notice of said appeal being served upon or sent by registered mail to the Administrator within ten (10) days after the date of the order.

- (2) **Public Nuisance.** Obstruction to visual clearance, as regulated by this Section, shall be deemed to be a public nuisance and the Village Attorney is authorized to abate said nuisance.

K. Administration, and Appeals

- (1) **Administration.** It shall be the duty of the Administrator to administer and enforce this Ordinance.
- (2) **Appeals.** An aggrieved person adversely affected by the denial of a permit or decision, determination or interpretation under this Section 310-69 of the Ordinance by the Administrator may appeal such denial, decision, determination or interpretation to the Zoning Board of Appeals.
- (3) **Application Procedure.**
- (a) Any application for an Appeal shall be taken within 30 days from denial letter by application on forms provided by the Administrator. The application must be filed with the Village Clerk's office. In order to be accepted for filing, the application must be accompanied by a receipt from the Village Clerk/Treasurer indicating payment of the fee established therefore by the Village Board, from time to time, by resolution.
- (b) Any application for an Appeal shall be taken pursuant to the procedure set forth in Section 310-80 of the Zoning Ordinance.

**NOTICE OF PUBLIC HEARING
TO CONSIDER A TEXT AMENDMENT
TO THE VILLAGE OF GENOA CITY ZONING ORDINANCE**

Village of Genoa City
March 13, 2025, 6:30 pm
755 Fellows Road, Genoa City, WI 53128

PLEASE TAKE NOTICE that the Planning and Zoning Commission of the Village of Genoa City, Walworth County, Wisconsin will hold a public hearing beginning at 6:30pm on Thursday, March 13, 2025, at the Village of Genoa City, Village Hall to consider public comment regarding proposed amendments to the Village of Genoa City Zoning Ordinance.

Ordinance Amendment to be considered:

Amend Chapter 310-69 A, 310-69 F 1(b) and 310-69 C 8(a) Fences.

A DRAFT of the proposed amendments can be viewed at the Village of Genoa City during regular office hours 8:00am – 4:00pm, Monday through Friday, excluding Village holidays.

Submitted by:
Jackie Petritis
Clerk Treasurer

Do Not Publish Below this Line.

Publish this notice as a Class II publication in the Lake Geneva Regional News on February 27th and March 6th, 2025.

VILLAGE OF GENOA CITY, WISCONSIN

ORDINANCE NO: 2025-O-05

The Village Board of Genoa City, Walworth and Kenosha Counties, Wisconsin does
Hereby ordain as follows:

- 1. Subsections 310-69 A., Definitions, C. Fence Installation, (8) Approved Fence Materials 1 (b), and F. Prohibitions (1) Prohibited Fences (b) of Chapter 310 ZONING (Fence Only) of the Municipal Code of the Village of Genoa City are amended to read as follows:**

A. Definitions.

Fence(s) “Fence means a vertical screen device used to provide privacy, visual or otherwise or for containment. “Fence” includes, but is not limited, to trellises, railing and walls. All chain link fences are included in the definition of “Fence” but require a conditional use permit.

C. Fence Installation.

(8) Approved Fence Materials.

(a) Fences to be Situated inside and/or rear yards shall be constructed using materials suitable for residential-style fencing, including, but not limited to, brick fieldstone, wrought iron, vinyl, privacy or board-on-board cedar or treated wood. All chain-link fences to be situated in front, side and/or rear yards require a conditional use permit.

F. Prohibitions

(1) Prohibited Fences. No person shall install:

(b) Any wire or chain-link-type fence with the cut or salvage end of the Fence exposed at the top. All chain link or chain-link-type fences require a conditional use permit.

- 2.** This ordinance shall become effective immediately upon passage and publication as required by section 6.78, Wis. Stats.

VILLAGE OF GENOA CITY

BY: _____

KENNETH PARKER, PRESIDENT

ATTEST:

JACKIE PERITIS, CLERK/TREASURER

RESOLUTION NO. 2026 R-03-02

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE
OF \$3,615,000 GENERAL OBLIGATION PROMISSORY
NOTES, SERIES 2026A

WHEREAS, on February 12, 2026, the Village Board of the Village of Genoa City, Walworth and Kenosha Counties, Wisconsin (the "Village") adopted a resolution (the "Set Sale Resolution"), providing for the sale of General Obligation Promissory Notes, Series 2026A (the "Notes") for public purposes, including paying the cost of Fellows Road reconstruction, including water and sewer improvements and acquisition of public safety vehicle (collectively, the "Project");

WHEREAS, the Village Board hereby finds and determines that the Project is within the Village's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, the Village is authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, pursuant to the Set Sale Resolution, the Village has directed Ehlers & Associates, Inc. ("Ehlers") to take the steps necessary to sell the Notes to pay the cost of the Project;

WHEREAS, Ehlers, in consultation with the officials of the Village, prepared a Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on March 12, 2026;

WHEREAS, the Village Clerk (in consultation with Ehlers) caused a form of notice of the sale to be published and/or announced and caused the Notice of Sale to be distributed to potential bidders offering the Notes for public sale on March 12, 2026;

WHEREAS, the Village has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Notice of Sale and is deemed to be the most advantageous to the Village. Ehlers has recommended that the Village accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Village Board of the Village that:

Section 1. Ratification of the Notice of Sale and Offering Materials. The Village Board hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Notice of Sale and any other offering materials prepared and circulated by Ehlers are hereby ratified and approved in all respects. All actions taken by officers of the Village and Ehlers in connection with the preparation and distribution of the Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of THREE MILLION SIX HUNDRED FIFTEEN THOUSAND DOLLARS (\$3,615,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The President and Village Clerk or other appropriate officers of the Village are authorized and directed to execute an acceptance of the Proposal on behalf of the Village. The good faith deposit of the Purchaser shall be applied in accordance with the Notice of Sale and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes, Series 2026A"; shall be issued in the aggregate principal amount of \$3,615,000; shall be dated their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and shall mature on March 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2027. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on March 1, 2035 and thereafter shall be subject to redemption prior to maturity, at the option of the Village, on March 1, 2034 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

【The Proposal specifies that 【some of】 the Notes shall be subject to mandatory redemption. The terms of such mandatory redemption are set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the Village shall direct.】

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the Village are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the Village a direct annual irrepealable tax in the years 2026 through 2045 for the payments due in the years 2027 through 2046 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the Village shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the Village and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the Village for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the Village then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There shall be and there hereby is established in the treasury of the Village, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the Village may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, Series 2026A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the Village at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the Village above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed

Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the Village, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the Village, unless the Village Board directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the Village and disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the Village, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The Village represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section

141 of the Code. The Village further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The Village further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The Village Clerk or other officer of the Village charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the Village certifying that the Village can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The Village also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the Village will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the Village by the manual or facsimile signatures of the President and Village Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the Village of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the Village has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The Village hereby authorizes the officers and agents of the Village to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by Bond Trust Services Corporation, which is hereby appointed as the Village's registrar and fiscal agent pursuant to the provisions of Section 67.10(2), Wisconsin

Statutes (the "Fiscal Agent"). The Village hereby authorizes the President and Village Clerk or other appropriate officers of the Village to enter into a Fiscal Agency Agreement between the Village and the Fiscal Agent. Such contract may provide, among other things, for the performance by the Fiscal Agent of the functions listed in Wis. Stats. Sec. 67.10(2)(a) to (j), where applicable, with respect to the Notes.

Section 13. Persons Treated as Owners; Transfer of Notes. The Village shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the President and Village Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The Village shall cooperate in any such transfer, and the President and Village Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the Village at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the Village agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the Village Clerk or other authorized representative of the Village is authorized and directed to execute and deliver to DTC on behalf of the Village to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the Village Clerk's office.

Section 16. Payment of Issuance Expenses. The Village authorizes the Purchaser to forward the amount of the proceeds of the Notes allocable to the payment of issuance expenses to a financial institution selected by Ehlers at Closing for further distribution as directed by Ehlers.

Section 17. Official Statement. The Village Board hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and

Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the Village in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate Village official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The Village Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 18. Undertaking to Provide Continuing Disclosure. The Village hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the Village to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the President and Village Clerk, or other officer of the Village charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the Village's Undertaking.

Section 19. Record Book. The Village Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the Village are authorized to take all actions necessary to obtain such municipal bond insurance. The President and Village Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the President and Village Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Village Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted, approved and recorded March 12, 2026.

Ken Parker
President

ATTEST:

Jackie Petritis
Village Clerk

(SEAL)

DRAFT

EXHIBIT A

Notice of Sale

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Proposal

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Ehlers & Associates, Inc. and incorporated into the Resolution.

(See Attached)

DRAFT

[EXHIBIT MRP

Mandatory Redemption Provision

The Notes due on March 1, ____, ____ and ____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on March 1 of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on March 1, ____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, ____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, ____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)

For the Term Bonds Maturing on March 1, ____

<u>Redemption Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____
_____	_____ (maturity)]

EXHIBIT E

(Form of Note)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
	WALWORTH AND KENOSHA COUNTIES	
NO. R- _____	VILLAGE OF GENOA CITY	\$ _____
	GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2026A	

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
March 1, _____	March 30, 2026	_____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the Village of Genoa City, Walworth and Kenosha Counties, Wisconsin (the "Village"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2027 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by Bond Trust Services Corporation (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the Village are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$3,615,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the Village pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of Fellows Road reconstruction, including water and sewer improvements and acquisition of public safety vehicle, as authorized by a resolution adopted on March 12, 2026. Said resolution is recorded in the official minutes of the Village Board for said date.

The Notes maturing on March 1, 2035 and thereafter are subject to redemption prior to maturity, at the option of the Village, on March 1, 2034 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the Village, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

【The Notes maturing in the years _____ are subject to mandatory redemption by lot as provided in the resolution referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.】

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the Village, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the Village Board as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the Village kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the Village appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the Village for any tax, fee or other governmental charge required to be paid with respect to such

registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and Village may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the Village of Genoa City, Walworth and Kenosha Counties, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified President and Village Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

VILLAGE OF GENOA CITY
WALWORTH AND KENOSHA COUNTIES,
WISCONSIN

By: _____
Ken Parker
President

(SEAL)

By: _____
Jackie Petritis
Village Clerk

Date of Authentication: _____, _____

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes of the issue authorized by the within-mentioned resolution of the Village of Genoa City, Walworth and Kenosha Counties, Wisconsin.

BOND TRUST SERVICES CORPORATION

By _____
Authorized Signatory

DRAFT

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)



Monthly Activity Overview Report

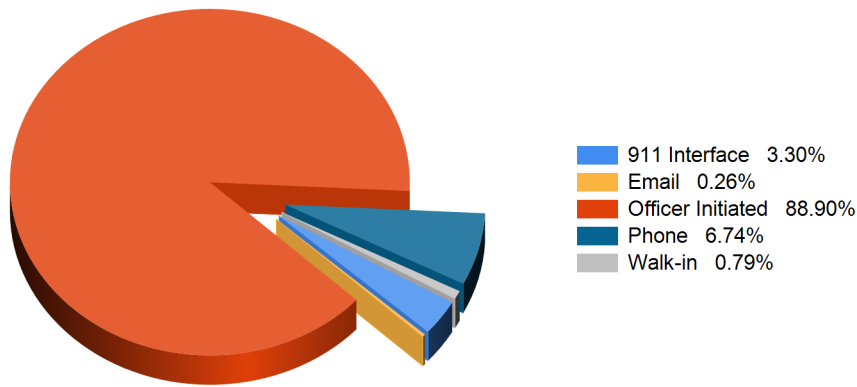
Printed On: 03/02/26 08:38

For Reporting Period: 02/01/2026 - 02/28/2026

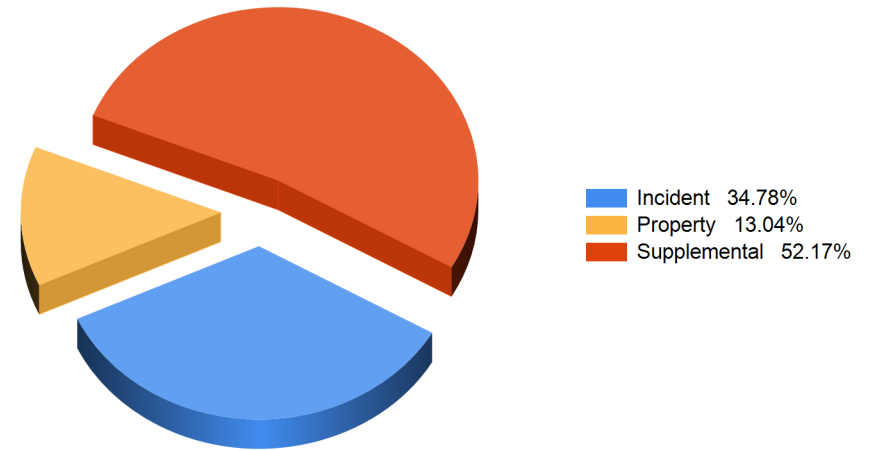
Patrol Area: SE,GC,UW, NULL,GT,BM

NOTE: This report cannot be run based on individual officer - it is based on unique Incident. This report is for specific overview purposes & counts. For individual Officer activities, please refer to Officer Activity Count reports.

Calls



Reports



Reports are selected based upon Dtm report is written and selected if Dttm falls within date range above-specified.

	Total	0001 0800 Hours	0800 1600 Hours	1601 2400 Hours
Total	757	226	240	291
911 Interface	25	9	8	8
Email	2	0	2	0
Officer Initiated	673	210	204	259
Phone	51	7	20	24
Walk-in	6	0	6	0

	Total	0001 0800 Hours	0800 1600 Hours	1601 2400 Hours
Total	23	7	11	5
Incident	8	3	3	2
Property	3	3	0	0
Supplemental	12	1	8	3



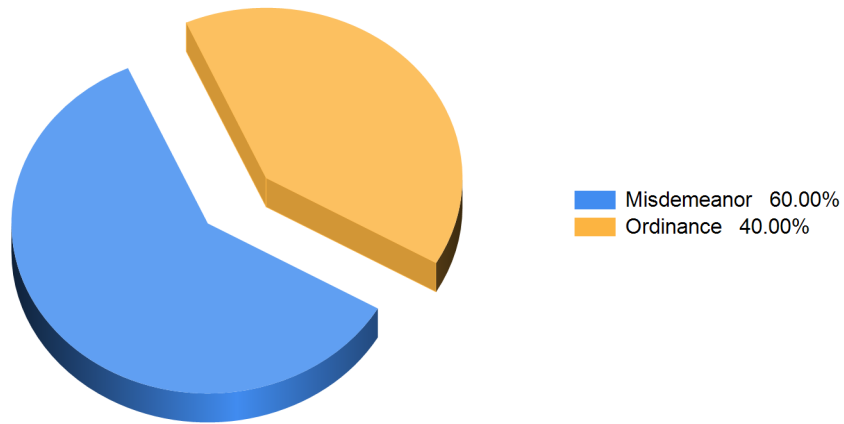
Monthly Activity Overview Report

Printed On: 03/02/26 08:38

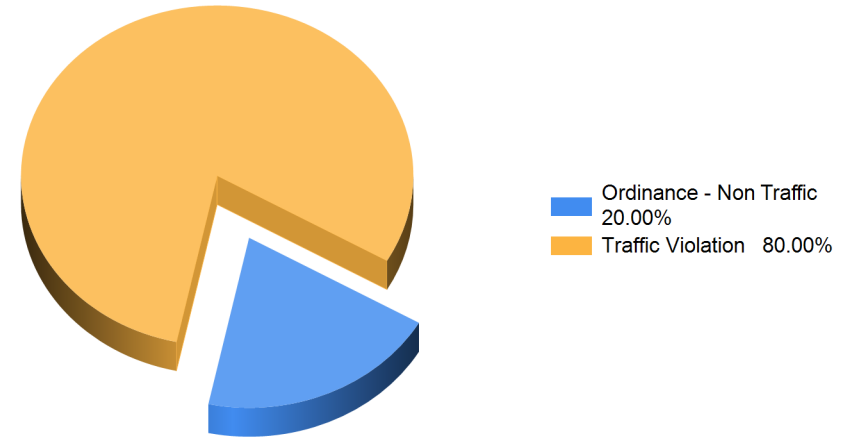
For Reporting Period: 02/01/2026 - 02/28/2026

Patrol Area: SE,GC,UW, NULL,GT,BM

Arrests



Citations



Arrests are selected based upon the charge type. Therefore if an arrest was made wherein three charges with different types are noted, the arrest will count under Each charge type.

Citations are counted by Citation Type alone.

	Total	0001 0800 Hours	1601 2400 Hours
Arrests			
Total	5	1	4
Misdemeanor	3	0	3
Ordinance	2	1	1

	Total	0001 0800 Hours	0800 1600 Hours	1601 2400 Hours
Citations				
Total	25	6	11	8
Ordinance - Non Traffic	5	1	3	1
Traffic Violation	20	5	8	7



Monthly Activity Overview Report

Printed On: 03/02/26 08:38

For Reporting Period: 02/01/2026 - 02/28/2026

Patrol Area: SE,GC,UW, NULL,GT,BM

Field Interview Stops

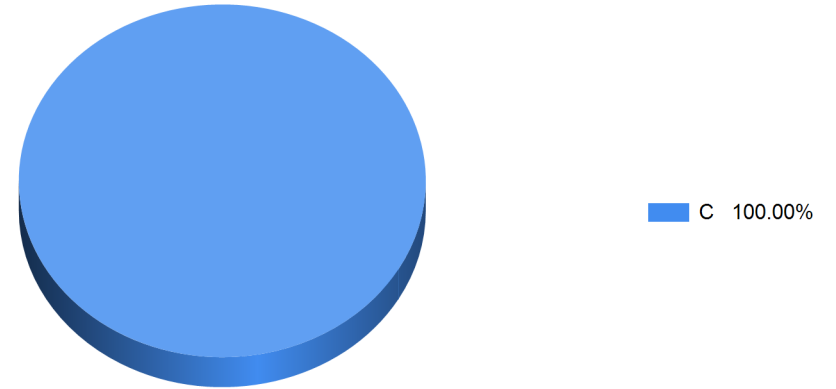
No Data Available



Field Interview Stops are counted by reason for stop.

	Total
Total	0

Crash



Crashes are counted by Crash type alone.

		Total	0001 0800 Hours	0800 1600 Hours
	Total	2	1	1
crash	C	2	1	1



DPW PROJECTS

2/1/2026

Water meter change outs
Lots of new meters going in (Ponds sub)
Vehicle services/equipment repairs
Fellows Rd Project Started
Lots of locating being done everyday
#7 plow truck repair complete oil pump
Cleaning of scrap yard and taken in for recycle
Pump for sewer plant being rebuilt

Tree work being done throughout the village
Cleaning of retention pond Williams Rd
Surveying being done for Sewer plant upgrade
TDS putting in new internet fiber throughout village
Street sweeping has started for the year
Parts of Village getting power moved to underground

DPW FOREMAN MEETINGS

2/5/26 COW meeting
2/12/26 Village Board Meeting & Plan Comm
Dept. Head Meeting every Tuesday (9am in Village Manager's office)
DPW Daily meeting
2/9/26 Farmers market park meeting
2/10/26 Fellows Rd Pre-Construction meeting
2/24/26 TDS Pre-Construction meeting

2026 DPW GOALS & OBJECTIVES

Andrew finished Water school Test on 3/12/26
Tyler and Myself also test 3/12/25
Scott to water conference in March

VILLAGE OF GENOA CITY												
BUILDING PERMITS FOR 2026												
PERMIT #	Property Owner	Address	Parcel #	Contractor	Permit Type	Purpose	Valuation	Permit Fees	PMF	Apprv. Date	PAID	NOTES
260205	UNITED FIVE GROUP LLC	536 WILLIAMS	TCR 00001	ERICKSON	E	SERVICE UPGRADE	\$42,000.00	\$ 215.00	\$ 15.00	2/25/2026	Y	
260206	HOWARD	906 N CARTER	TVGC 00085G	J KRUZAN	BEP	INTERIOR REMODEL(BATH)	\$15,000.00	\$ 309.48	\$ 80.00	2/25/2026	Y	



Village Manager Monthly Report to Board

JT Business Park possible rezone application for B-2 in March/April

John Tracy has submitted a Developers Agreement to the Village

Continue working on the CORP plan with MSA

Fellows Rd. construction has started

Continue meeting with residents concerning the water rate study/impacts

Continue working with Quarles on Fellows Rd. financing

Met with several possible business owners on property on Corporate Dr.

Working with Leo and Louis on WWTP pilot testing

Still working on the WDL with Linda, may need an ordinance change

Jon Messler and I continue to work together on updates/building issues

TDS continues to work on fiber installations in the Village

SWRPC has reached out to us on land use and regional planning

Jackie and I will be preparing for the audit soon

Rezone for sports complex will be in April

Utility Clerk/Administrative Assistant job posting out in March

Village Manager Meetings

- 2/5/2026 COW
- 2/11/2026 Entre Commercial Realty meeting
- 2/12/2026 Plan and Board Meetings
- 2/17/2026 All staff meeting
- 2/18/2026 JT Business Park meeting
- 2/25/2026 Quarles finance meeting about Fellows Rd.

Dept. Head meeting every Tuesday at 9:00 a.m.

Prepared by John Cole, CPM Village Manager

Date: 2/27/2026