



City of Lake Geneva, 626 Geneva St, Lake Geneva, Wisconsin- 262.248.3673- www.cityoflakegeneva.com

**PIERS, HARBORS, AND LAKEFRONT COMMITTEE
TUESDAY, OCTOBER 12, 2021 5:00 PM
CITY HALL, COUNCIL CHAMBERS**

Committee Members: Chairperson Joan Yunker, Alderpersons: Shari Straube, Ken Howell, Rich Hedlund, and Tim Dunn

CITY HALL WILL BE OPEN TO THE PUBLIC DURING ALL MEETINGS. THE CITY OF LAKE GENEVA IS HOLDING ALL MEETINGS VIRTUALLY AS WELL AS IN PERSON. IF YOU WISH TO LISTEN OR WATCH THE MEETING YOU MAY DO SO BY USING THE FOLLOWING:

1. Links to the City of Lake Geneva's live video stream can be found at www.cityoflakegeneva.com/video
2. Television: Watch live broadcast of the meeting on Spectrum Cable Channel 25
3. Listen to audio via phone: (602) 333-2017 (Long distance rates may apply) (888) 204-5987 (Toll Free)

Access Code: 9746153

AGENDA

1. Meeting called to order by Chairman Yunker
2. Roll Call
3. Discussion/Recommendation regarding the approval of the September 14, 2021 Piers, Harbors, and Lakefront Committee minutes as prepared and distributed
4. Comments from the public limited to 5 minutes, limited to items on this agenda
5. Harbormaster Report
6. Discussion/Recommendation regarding Agreement for 2022 Lifeguard Services with the Water Safety Patrol
7. Discussion/Recommendation regarding Agreement with Lake Geneva Boat Lines
8. Discussion/Recommendation regarding possible increase of buoy/slip rate for 2022
9. Discussion/Recommendation regarding possible addition of rate classification for kayak, buoy, and slip rates
10. Discussion/Recommendation regarding possible requiring buoy/slip deposits no later than January 31 of the year
11. Discussion/Recommendation regarding implementation of Park Mobile or VIPLY app for boat launch fees
12. Discussion/Recommendation regarding possibly increasing beach pass rate to \$10
13. Discussion/Recommendation regarding possibly extending the kayak rack rental by one month; terminating on November 15 instead of October 15
14. Discussion/Recommendation regarding proposed lease for the Riviera 1st Floor Concourse Tenants
15. Adjournment

*This is a meeting of the Piers, Harbors & Lakefront Committee.
No official Council action will be taken; however, a quorum of the Council may be present.*

cc: Aldermen, Mayor, Administrator, Harbormaster, Media

**PIERS, HARBORS, AND LAKEFRONT COMMITTEE MINUTES
TUESDAY, SEPTEMBER 15, 2021 5:00 PM
CITY HALL, COUNCIL CHAMBERS**

Committee Members: Chairperson Joan Yunker, Alderpersons: Shari Straube, Ken Howell, Rich Hedlund, and Tim Dunn
Chairperson Yunker called the meeting to order at 5:00 p.m.

Roll Call

Present: Yunker, Howell, Dunn, Hedlund and Straube (arrived at 5:09pm)

Discussion/Recommendation regarding the approval of the August 10, 2021 Piers, Harbors, and Lakefront Committee minutes as prepared and distributed. Moved by Hedlund, seconded by Dunn. Motion carried by unanimous voice vote.

Comments from the public limited to 5 minutes, limited to items on this agenda.

Jim Strauss addressed the committee concerning agenda item 7 concerning his objections to the proposal

Aldersperson Mary Jo Fessenmaier addressed the committee to compliment the Harbormaster concerning his monthly report (agenda item 5), and to express her objections to objections to potentially selling the municipal owned west pier (agenda item 7)

Ed Van Horn of 1025 Timothy spoke to express his opposition to agenda item 7

Janet Ewing of Lockwood Blvd spoke to express her opposition to agenda item 7

Harbormaster Report. Harbormaster Russell addressed the committee and reviewed the contents of the packet materials provided for this meeting. General discussion was held on the various topics outlined within his written report.

Discussion/Possible Recommendation on RFP responses for slips and buoy commercial installation. City Administrator Nord reported that the City received one proposal which was from Gage Marine. Nord noted that City staff made efforts to attract additional proposals. Based on review by various staff, Nord recommended that this proposal be accepted and forwarded to the City Council for final approval. Moved by Hedlund, seconded by Howell. Motion carried by unanimous voice vote.

Discussion the sale of municipal west end boat slips. Chairman Yunker placed this item on the agenda to hold general discussion on the idea as a way to generate revenues for the City. Yunker covered various upcoming expenses related to the west end pier that the City will need to address. General discussion was held by the members with all saying they were against the idea, but all expressed interest in some manner of rate adjustment for the slips. No action was taken.

Discussion/Recommendation on any revisions to Riviera 1st floor retail leases (length of lease, rate of rent, changes to leases for 2022 and beyond). Nord addressed the committee to report that the current 1st floor renters are seeking a multi-year lease with the City. Nord reported there have been no issues reported on the first floor between the various tenants. Discussion was held by the members where there was interest expressed in determining if any of the shops wished to remain open year round. Additionally, the committee expressed interest in adding some manner of rate “escalator” to offset inflation. Consensus of the Committee to continue this topic to the next meeting so Nord could speak with the tenants, conduct other research and report back.

Discussion/Possible Recommendation on defining Non Resident Property Owner as “the owner of a dwelling within the City of Lake Geneva and said owner resides in the dwelling for a period of at least 30 days between Memorial Day and Labor Day”. Harbormaster Russell reported that the committee may want to amend the current definition to better administer the leasing program. Some general discussion about breaking “nonresident property owner” into two categories; vacant lots and lots that are developed. Some discussion was held. It was the consensus of the committee to continue this discussion at the next committee meeting.

Discussion/Possible Recommendation to amend Definition of “boat” or “watercraft” to state it must be registered with the State of Wisconsin, must NOT be manually propelled. Must have propulsion (OB, I/O, Inboard) or be able to be propelled by wind (functional sails). Harbormaster Russell expressed his opinion that an improved definition needs to be added to all leases for next year and beyond. Currently some individuals are using unusable boats as a “holding” mechanism on the buoys while waiting for a slip to open up. After general discussion, it was the consensus of the committee that the Harbormaster meet with the City Attorney to draft an ordinance to address this issue and forward it to the FLR Committee once it is ready to present. Moved by Howell, seconded by Hedlund. Motion carried by unanimous voice vote.

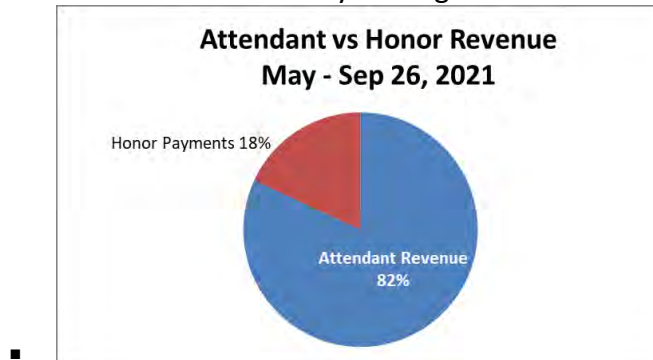
Adjournment. At 5:42 pm, Motion by Howell to adjourn, seconded by Hedlund. Motion carried by unanimous voice vote.

**Harbormaster Report
Piers, Harbor and Lakefront Committee
October 12, 2021**

- **Buoy/Slips/Piers**
 - All buoys/slips/racks to be vacated by October 15th
- **Beach – closed**
- **Boat Launch**
 - Attendant staffing on/off thru 10-15-21 based on weather
 - Revenue May-Sept 26, 2021

	TIL Rev	TIL Rev	
	Attended	Honor	
■	\$19,793.00	\$4,374.50	\$24,167.50

- Season Pass Rev: \$ 8,409.60
- Attendant vs Honor by % - Slight shift to Honor due to less staffed days



- Total Launches

[illegible]

Attended by Day of Week	
Row Labels	Sum of Total Launches Paid
Sunday	393
Monday	160
Tuesday	92
Wednesday	96
Thursday	90
Friday	151
■ Saturday	412

Attended Average Launches by Day of Week	
Row Labels	Average of Total Launches Paid
Sunday	20
Monday	9
Tuesday	7
Wednesday	6
Thursday	6
Friday	9
■ Saturday	20

Data does not include SEASON PASS launches

- **Riviera**

RIVIERA EVENTS	
MONTH	No of EVENTS
May	5
June	8
July	12
August	10
September	10
October	8
November	4
December	5
○ Total	62

Water Safety Patrol

Geneva Lake Water Safety Committee, Inc., est. 1920
P.O. Box 548; 451 Outing St., Williams Bay, WI 53191
Phone: 262-245-6577; Fax: 262-245-6640
e-mail: wspatrol@sbcglobal.net; web: watersafetypatrol.org

Lifeguard Services Agreement for the 2022 Summer Season

The **Geneva Lake Water Safety Patrol** agrees to provide services to the
City of Lake Geneva based on the following description:

Service Description and Dates of Service:

***REGULAR SEASON:** Three lifeguards (overlapping shifts) on weekdays and four lifeguards (overlapping shifts) on weekends/holidays from **June 4** through **Aug. 28**. Hours of coverage: **9:30am to 6:00pm (10:00am to 5:00pm after Aug. 14)**.

***PEAK SEASON:** A fifth lifeguard to be added on weekends/holidays for the dates of **June 18-Aug. 7**.

***EARLY & LATE SEASON:** Three lifeguards (overlapping shifts) on weekends for the dates of **May 28-30 (Memorial Day), and Sept. 3-5 (Labor Day)**. Hours of coverage: **10:00 am to 5:00pm**.

Weather: In cases of dangerous, questionable, rainy or cold weather conditions, the lifeguard(s) may be dismissed early or temporarily at the discretion of the Water Safety Patrol management. Also, if the Beach management closes down the beach house, the lifeguards may be dismissed. A “Swim at Your Own Risk” policy is in effect whenever lifeguards are not present on the beach, and the city of Lake Geneva is responsible for posting signs to that effect.

Training, Boat Crew back-up, etc: Water Safety Patrol to provide back-up emergency services with its Boat Patrol. Lifeguards will be able to activate emergency protocol through two-way radios connected in with Water Safety Patrol dispatchers and Boat Patrol. Training will be conducted throughout the summer both on the beach and at Water Safety Patrol Headquarters. Emergency practice drills will be conducted regularly by Water Safety Patrol management, and lifeguards will be tested on use of emergency equipment, etc. Lifeguards are to fill out reports for any rescues, pull-outs, or significant injuries.

Costs for services described above:

Lifeguard Services for the above dates.....	\$28,090.00
Liability Insurance.....	\$3885.00
Workman's Compensation.....	\$ 660.00
Uniforms.....	\$ 580.00
First-Aid Supplies.....	\$ 390.00
Swimming Lessons.....	\$4290.00
New megaphone.....	\$ 85.00

Total: \$37,980.00

Payment: Payment due by **June 1, 2022**
(please use this document to serve as your invoice)

Authorized Signatures:

City of Lake Geneva: _____ date: _____

Print: _____ title: _____

Water Safety Patrol: *Ted Pankau* date: 9/13/21
Ted Pankau, Director

Please return signed agreement to Water Safety Patrol by Dec. 15, 2021

City of Lake Geneva**Slip, Buoy and Kayak Rack Rental Rates****2021 Season - Current Rates**

	Lake Geneva 2021	Williams Bay 2021	5% Williams Bay 2022	Fontana
West End Pier - 24' Slip				
Resident	\$ 1,882.00	\$ 2,300.00	\$ 2,415.00	
Non-Resident Property Owner	\$ 2,824.00			
Non-Resident	\$ 3,763.00			
West End Pier - 26' Slip				
Resident	\$ 2,196.00	\$ 2,470.00	\$ 2,594.00	\$ 2,800.00
Non-Resident Property Owner	\$ 3,199.00			
Non-Resident	\$ 4,076.00			
Lagoon Slip				
Resident	\$ 811.00	\$ 2,060.00	\$ 2,163.00	
Non-Resident Property Owner	\$ 1,350.00			
Non-Resident	\$ 1,882.00			
Buoys				
Resident	\$ 811.00			
Non-Resident Property Owner	\$ 1,350.00			
Non-Resident	\$ 1,882.00			
Dinghy, Kayak, and Paddleboard Racks				
Resident	\$ 140.00			
Non-Resident Property Owner	\$ 203.00			
Non-Resident	\$ 279.00			

SEASON MAY 15 - OCT 15

City of Lake Geneva

Slip, Buoy and Kayak Rack Rental Rates

2022 Season

Recommendation #1

	Current 2021 Rate	3% 2022 Rate	5% 2022 Rate	7.5% 2022 Rate	10% 2022 Rate	Williams Bay 2022
West End Pier - 24' Slip						
Resident	\$ 1,882.00	\$ 1,938.00	\$ 1,976.00	\$ 2,023.00	\$ 2,070.00	\$ 2,415.00
Non-Resident Property Owner - Dwelling	\$ 2,824.00	\$ 2,909.00	\$ 2,965.00	\$ 3,036.00	\$ 3,106.00	
Non-Resident Property Owner - Lot or Rental	\$ 3,294.00	\$ 3,393.00	\$ 3,459.00	\$ 3,541.00	\$ 3,623.00	
Non-Resident	\$ 3,763.00	\$ 3,876.00	\$ 3,951.00	\$ 4,045.00	\$ 4,139.00	
West End Pier - 26' Slip						
Resident	\$ 2,196.00	\$ 2,262.00	\$ 2,306.00	\$ 2,361.00	\$ 2,416.00	\$ 2,594.00
Non-Resident Property Owner - Dwelling	\$ 3,199.00	\$ 3,295.00	\$ 3,359.00	\$ 3,439.00	\$ 3,519.00	
Non-Resident Property Owner - Lot or Rental	\$ 3,638.00	\$ 3,747.00	\$ 3,820.00	\$ 3,911.00	\$ 4,002.00	
Non-Resident	\$ 4,076.00	\$ 4,198.00	\$ 4,280.00	\$ 4,382.00	\$ 4,484.00	
Lagoon Slip						
Resident	\$ 811.00	\$ 835.00	\$ 852.00	\$ 872.00	\$ 892.00	\$ 2,163.00 plus solar lift required and fees for install, removal and storage on WB property
Non-Resident Property Owner - Dwelling	\$ 1,350.00	\$ 1,391.00	\$ 1,418.00	\$ 1,451.00	\$ 1,485.00	
Non-Resident Property Owner - Lot or Rental	\$ 1,616.00	\$ 1,664.00	\$ 1,697.00	\$ 1,737.00	\$ 1,778.00	
Non-Resident	\$ 1,882.00	\$ 1,938.00	\$ 1,976.00	\$ 2,023.00	\$ 2,070.00	
Buoys						
Resident	\$ 811.00	\$ 835.00	\$ 852.00	\$ 872.00	\$ 892.00	
Non-Resident Property Owner - Dwelling	\$ 1,350.00	\$ 1,391.00	\$ 1,418.00	\$ 1,451.00	\$ 1,485.00	
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Non-Resident	\$ 1,882.00	\$ 1,938.00	\$ 1,976.00	\$ 2,023.00	\$ 2,070.00	
Dinghy, Kayak, and Paddleboard Racks						
Resident	\$ 140.00	\$ 144.00	\$ 147.00	\$ 151.00	\$ 154.00	
Non-Resident Property Owner - Dwelling	\$ 203.00	\$ 209.00	\$ 213.00	\$ 218.00	\$ 223.00	
Non-Resident Property Owner - Lot or Rental	\$ 241.00	\$ 248.00	\$ 253.00	\$ 259.00	\$ 265.00	
Non-Resident	\$ 279.00	\$ 287.00	\$ 293.00	\$ 300.00	\$ 307.00	

PROPOSED RATES - 2022**City of Lake Geneva****Slip, Buoy and Kayak Rack Rental Rates****2022 Season****SEASON MAY 15 - OCT 15****Recommendation #2**

	Current 2021 Rate	3% 2022 Rate	5% 2022 Rate	7.5% 2022 Rate	10% 2022 Rate
West End Pier - 24' Slip					
Resident	\$ 1,882.00	\$ 1,938.00	\$ 1,976.00	\$ 2,023.00	\$ 2,070.00
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SEASON MAY 15 - OCT 15

City of Lake Geneva

Slip, Buoy and Kayak Rack Rental Rates

2022 Season

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Non-Resident	\$ 279.00	\$ 287.00	\$ 293.00	\$ 300.00	\$ 307.00	

 = Proposed new classification

SAMPLE LEASE PACKET

CITY OF LAKE GENEVA

CHANGES HIGHLIGHTED IN YELLOW

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



**PLEASE READ THE ENTIRE DOCUMENT BEFORE SUBMITTING TO
THE CITY. YOU ARE RESPONSIBLE FOR KNOWING AND
COMPLYING WITH ALL RULES AND REGULATIONS.**

**RULES & REGULATIONS FOR THE 2022 BUOY/STALL
RENTALS WILL BE ENFORCED**

**BEFORE PAYMENT WILL BE ACCEPTED, APPLICANTS
MUST PROVIDE**

***PROOF OF RESIDENCY (IF APPLICABLE)**

AND A CURRENT BOAT REGISTRATION,

WHICH MATCHES THE CURRENT PROPERTY OWNER

**Proof of residency: Electric, gas, cell phone, or cable
bill – which matches the current property owner –
dated within 30 days. If you rent, a copy of current lease
AFFIDAVIT OF RESIDENCY must also be completed if
claiming residency within the City of Lake Geneva*

**IN/OUT launch tags will be mailed to the address on your
application after full review by staff.**

THE ENCLOSED PACKET MUST BE FILLED OUT ENTIRELY

**LEASE AGREEMENTS MUST BE INITIALED AT THE
BOTTOM OF EACH PAGE, SIGNED and DATED. FAILURE TO
DO SO WILL RESULT IN LEASE BEING RETURNED**

CITY OF LAKE GENEVA

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



February 1, 2022

Susan & Dan Schalk
1508 Linda Lane
Lake Geneva WI 53147

Buoy: 3
Ramp: 14

FEE:
FEE:

Will populate once rates determined
18

TOTAL DUE \$- **March 25, 2022**

Enclosed please find the Renter Information Form, Buoy/Dinghy Ramp Lease, and Affidavit of Residency. Your fee for the 2022 season is listed above. The forms must be completed IN FULL and returned to City Hall, along with payment, a COPY OF YOUR BOAT REGISTRATION, a driver's license, and a current Utility bill on or before March 25th.

- **PROOF OF RESIDENCY AND A CURRENT BOAT REGISTRATION MUST BE PRESENTED AT THE TIME OF PAYMENT.** The primary owner (lessee) on the boat registration MUST match the current property owner name and address. Residency can be proven with a current (within 30 days) utility bill (electric, gas, cell, cable). We will not accept incomplete forms, nor will we process *any* application without a current boat registration.
- If City resident status is claimed, the enclosed Affidavit of Residency must be completed IN FULL, and notarized. (A notary is available at City Hall). By signing this document, you are claiming that the City of Lake Geneva is your domicile.

The City of Lake Geneva reserves the right to verify residency, and revoke any lease that is obtained under false pretenses.

If payment is not received at City Hall on or before **March 25, 2022**, a \$25/day late fee will be imposed. Date of payment is considered the date it is received at City Hall. Postmark dates are not accepted. If payment is not received on or before **April 4, 2022**, it shall be determined that you have forfeited your space. **No exceptions shall be granted to this payment schedule.**

Dinghies stored on City facilities shall not exceed a length of ten feet. Dinghy owners must place their assigned buoy number provided by the city on the dinghy port side of the bow. Dinghies without a buoy number will be removed at the owner's expense.

If you wish to move to a vacant boat stall or buoy, you must **indicate your preference on the Current Lessee Application Form that can be found on the City of Lake Geneva website under Departments/Harbormaster.** Vacant slips and buoys will be offered to current mooring owners based on longevity, continuing until all vacancies are filled. Thereafter, remaining spaces will be offered according to the Harbormaster Wait List. If your phone number or email address changes, please notify us immediately. **It is your responsibility to keep your contact information current.**

Questions regarding leases or policies should be directed to the Harbormaster at (262) 249-4086, or by email harbormaster@cityoflakegeneva.com.

Sincerely,

Harbormaster

BUOY LEASE

THIS INDENTURE made this AUTO day of AUTO DAY RUN, 2022, by and between the City of Lake Geneva (herein referred to as "Lessor") and Susan & Dan Schalk whose residence mailing address is 1508 Linda Lane Lake Geneva WI 53147 (herein referred to as "Lessee").

WITNESSETH:

1. Lease. Lessor leases to Lessee a specified buoy in the City buoy area, more specifically being identified as buoy number 3 (subject buoy). The Lessor leases to Lessee a specified Ramp Slot in the City ramp area, more specifically being identified as Ramp Slot number 14 (subject ramp slot, N/A indicates Not Applicable). This lease is for a term of one (1) boating season commencing as soon as the Buoys are placed in the water or on the date of this lease, whichever is later and terminating October 15, 2022, at the end of the day. A boating season is defined, for 2022 as commencing when the buoys are placed in Geneva Lake annually in the spring and ending when the municipal buoys are removed from Geneva Lake in the fall, or October 15th at the end of the day, whichever is earlier. In any event, the boat must be on its buoy by June 15th unless Lessee is notified of the problem. Lessee also agrees to remove his/her boat prior to the end of each summer season. All boats will be off the buoys, and all dinghies removed by October 15, 2022. If boats are left beyond October 15th, they will be removed and stored at a boat company at the owner's expense.
2. Dinghies left on the ramp past October 15, 2022, will be removed to the City impound lot and stored at the owner's expense. (Charge for moving the dinghy to the impound lot is \$50.00. The charge for storage is at a rate of \$10.00 per day).
3. Rent. Lessee agrees to pay to Lessor as rent for the buoy identified above, the total sum in advance as stated in the price sheet attached and made a part of this lease. All such rent payments shall be made payable to and delivered to the City of Lake Geneva City Clerk's office whose address is 626 Geneva Street, Lake Geneva, Wisconsin 53147 with the following attachments: a copy of the current Wisconsin boat registration card, Renter Information form, this lease signed, and Affidavit of Residency, if claiming resident status.
4. Use of Buoy.
 - (a) Lessee agrees to use the leased buoy only for the purpose of securing a watercraft registered to the Lessee in the State of Wisconsin. A copy of the current Wisconsin boat registration must be sent in with the annual lease payment.
 - (b) In the event Lessee acquires and intends to place on the subject buoy a boat different from the originally identified boat, Lessee shall notify Lessor in writing of the change and supply Lessor with a copy of the different boat's registration within 30 days or Lessee's rights under the lease shall be terminated.
 - (c) Lessee and boats not in compliance with all the terms of this lease shall lose all rights under this lease and any watercraft may be removed by Lessor and stored at Lessee's expense.
 - (d) Lessee also agrees not to engage in any unlawful activity on or around the leased buoy and to comply with all City Ordinances and Resolutions at all times.
 - (e) Lessee agrees to comply with all Conditions for Use as stated in this lease.

Lessee Initials _____

- (f) No watercraft in excess of 26 feet in length shall be attached to the subject buoy at any time.
 - (g) Personal watercraft such as jet skis, wave runners, and the like are not permitted.
 - (h) Lessee shall not assign this Lease, or sublet or grant any concessions or license to use the buoy or any part thereof to anyone.
 - (i) The buoy shall be available upon commencement of the boating season on the year covered by this Lease and said buoy shall be vacated no later than October 15, 2022 at the end of day.
 - (j) Any and all damages to said buoy other than normal wear and tear are the responsibility of the Lessee.
 - (k) All buoys will be left on chains. If for some reason a buoy is removed, it will be the Lessee's responsibility to replace it. If the City has to replace the chain and/or buoy, Lessee is responsible for the costs.
 - (l) The Lessee agrees to, in the event of damage to said buoy, promptly pay for the cost of repair of said buoy. Such repairs shall be performed by the Lessor and costs incurred for said repair will be billed to the Lessee. Prompt payment means payment within thirty (30) days of the billing date.
 - (m) The leased buoy shall not lie dormant (with no boat on the leased buoy) for more than fourteen (14) days per boating season without Lessee receiving prior permission from Lessor. Lessee's failure to secure prior permission will result in the Lessee surrendering their leased buoy in accordance with section eight of this lease.
 - (n) All watercraft's shall be attached to the subject buoy by two mooring lines, not to exceed 7 feet in length, one attached to the top of the buoy and one attached to the bottom of the buoy.
5. Indemnification. Lessee agrees to indemnify and hold harmless the Lessor for any damage to the property (which includes the Lessee's watercraft) and/or person of the Lessee, the Lessee's family, agents, invitees, guests or companions, occurring at or around the leased buoy.
6. Default and Termination. If any default is made in the performance of or compliance with any term or condition of this Lease, the Lease, at the option of the Lessor, shall terminate and be forfeited. Lessee shall be given ten (10) days written notice of intent to terminate due to any default or breach. Termination and forfeiture of the Lease shall not result if, within five (5) days of receipt of such notice of intent to terminate, Lessee corrects the default or breach to the satisfaction of the Lessor. The failure of Lessor to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights and remedies that Lessor may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any of the terms and conditions of this Lease.
7. Voluntary Termination by Lessee. In the event Lessee desires to terminate this Lease and surrender the buoy prior to the expiration of the term of this Lease, all rentals paid shall not be refundable.

Lessee Initials _____

8. Surrender of Buoy. At the expiration of the Lease term, Lessee shall quit and surrender the leased buoy in as good a state and condition as it was in at the commencement of this Lease, reasonable use and wear excepted.
9. Option to Renew. An existing Lessee has a first right of refusal for entry into a new Lease for succeeding terms. Lessor retains the right to modify the terms and conditions including the rental amounts in its offer of renewal. All renewals will be made in accordance with the current policy resolution of the Common Council concerning such renewals.
10. Total Agreement. This Lease includes the provisions of the current policy resolution of the Common Council which are incorporated herein by reference. In the event of a conflict between the provisions of the written policy resolution, the provisions of the written policy resolution shall control.
11. Applicable Law. This Lease agreement shall be governed and construed in accordance with the Laws of the State of Wisconsin.
12. Severability. Should any section of this Lease be held unlawful, unconstitutional, or otherwise invalid, all remaining terms of said Lease shall remain in force.
13. This lease shall be non-transferable to anyone other than a spouse.

CITY OF LAKE GENEVA

LESSEE _____

MAYOR _____

CITY CLERK _____

DATE _____

DATE _____

DATE _____

} ADDED

FLIPPED POSITION

Lessee Initials _____

AFFIDAVIT OF RESIDENCY

STATE OF WISCONSIN)

) ss.

WALWORTH COUNTY)

Claimant, _____, being first duly sworn on oath, deposes and states as follows:

1. My name is _____.
2. My primary residence is located at: _____, City of Lake Geneva, County of Walworth, State of Wisconsin.
3. I am a resident of the State of Wisconsin and do not claim any other state or country as my domicile.
4. If I have taxable income reportable to the Wisconsin Department of Revenue, I pledge to file any required income tax return.
5. Any vehicle operating licenses are registered in Wisconsin.

IMPORTANT!
BEFORE SIGNING, PLEASE READ

Please be advised that false swearing under this affidavit is punishable under a Class H felony under Section 946.32(1) Wisconsin Statutes. The penalty for a Class H felony includes a fine not to exceed \$10,000 or imprisonment not to exceed 6 years, or both.

Applicant's Signature

Subscribed and sworn to before me
this ____ day of _____, 2022.

Notary Public, Walworth County, WI
My commission expires: _____

Lessee Initials _____

CITY OF LAKE GENEVA BOAT STALL, BUOY, RAMP RENTER INFORMATION

Date: _____ Buoy # _____ Ramp # _____
Lessee: _____ Lagoon Slip # _____ West Pier #: _____
LEGAL Residency: _____ Mailing Address: _____
City, State, Zip: _____ City, State, Zip: _____
Phone #: _____ Email: _____
Season - **2022** Amount: _____

BOAT DESCRIPTION

Make _____ Material: _____
Color: _____ WI Registration #: _____
Make of Motor: _____ Type: (Circle) Sail Inboard Outboard I/O
Beam Width (Rub Rail to Rub Rail) _____ Length (with motor down) _____

ALL requests for slips or moves must be documented by completing an application which is located at www.cityoflakegeneva.com under Departments/Harbormaster. Click on "Current Lessee Waitlist Instructions and Application"

I have submitted a copy of my Wisconsin boat registration with my completed lease and payment.

Lessee: _____ Date: _____

OFFICE USE:

☐	Copy of DL (HM)
☐	Utility Bill (if resident) (HM)
☐	Completed Forms to Customer (HM)
☐	Stark
☐	UPsafety
☐	Process Payment

Receipt #
Date
In/Out Tags
Original Treasurer
Treasurer to HM

Recommendation #1

- 5% increase to RESIDENTS on WE Pier Slips
- 5% increase on Riviera Slips/Buoys
- 10% increase all others

Recommendation #2

- 7.5% increase to RESIDENTS and NRPO's
*Buoys, Lagoon and WE Pier
- 5% increase Riviera Slips/Buoys
- 10% all others

All dollar amounts are based on 2021 leese classification

Location	2021 Current Rev	2022 Proposed 3%	2022 Recommendation #1	2022 Recommendation #2	5%	7.50%
Buoy/Ramp	\$ 61,136.00	\$ 62,955.00	\$ 67,242.00	\$ 65,844.00	\$ 64,216.00	\$ 65,736.00
Lagoon	\$ 27,957.00	\$ 28,789.00	\$ 30,750.00	\$ 30,151.00	\$ 29,367.00	\$ 30,057.00
West End Pier	\$ 115,567.00	\$ 119,033.00	\$ 122,965.00	\$ 124,437.00	\$ 121,351.00	\$ 124,241.00
Riviera Slip	\$ 56,516.40	\$ 58,210.00	\$ 59,340.00	\$ 59,340.00	\$ 59,340.00	\$ 60,760.08
Riviera Buoy	\$ 10,364.32	\$ 10,676.00	\$ 10,884.00	\$ 10,884.00	\$ 10,884.00	\$ 11,140.00
Gross	\$ 271,540.72	\$ 279,663.00	291181	\$ 290,656.00	\$ 285,158.00	\$ 291,934.08
Net Taxes	\$ 257,384.57	\$ 265,083.41	\$ 276,000.95	\$ 275,503.32	\$ 270,291.94	\$ 276,714.76
Net Increase		\$ 7,698.84	\$ 18,616.38	\$ 18,118.75	\$ 12,907.37	\$ 19,330.19

Proposed Change to Waitlist Classification and Lease Rate Structure

- **Priority 1: Current Lessees of a buoy or boat slip.** These individuals have the first priority for moving from a buoy to a slip or from slip to slip. Priority is based on date that the individual executes a lease for the first time. Surrendering a buoy or slip results in termination of Current Lessee status.
- **Priority 2: Residents of the City of Lake Geneva.** This is defined as “a person who has maintained his place of permanent abode in the City for a period of 30 days immediately preceding his application for an approval. Domiciliary intent is required to establish that a person is maintaining his place of permanent abode in the City. Mere ownership of property is not sufficient to establish domiciliary intent. Evidence of domiciliary intent includes, without limitation, the location where the person votes, pays personal income taxes or obtains a driver’s license.”
- **Priority 3: Non-Resident Property Owners.** This is defined as the owner of record of a residence that is a second home. This shall be a residence that the owner(s) intend to occupy for part of the year in addition to a primary residence. The owner(s) will occupy and only use the property as the owner's second home, the property shall be kept available for the owner's exclusive use and enjoyment at all times, the property shall not be subject to any timesharing arrangement or rental pool, and the property shall not be subject to any agreements that require the owner(s) to rent the property or give a management firm (or any other person) control over the occupancy and use of the property.
- **Priority 4: Non-Resident Lot or Rental Property Owner.**
 - A LOT is defined as “the owner(s) of property located with the City of Lake Geneva which is defined as an Undeveloped Lot meaning a legally established and existing parcel of land, with boundaries determinable from existing records, which does not have a building located thereon.
 - Rental Property is defined as a dwelling unit(s) from which the owner(s) receive rental income for either short-term or long-term rental agreements. A dwelling unit is defined as a residential single/multiple family unit or condo. The owner(s) receive income thru direct rental, internet 3rd party rentals or the unit(s) are subject to agreements that require the owner(s) to rent the property or give a management firm (or any other person) control over occupancy and use of the property
 - Exclusions
 - Commercial properties of any type (retail, service, industrial)
- **Priority 5: Non-Residents**

PROPOSED RATES

City of Lake Geneva

Kayak Rack Rental Rates

2022 Season

		SIX MONTH RENTAL APRIL 15 - OCTOBER 15 with PROPOSED INCREASES				
		Current	3%	5%	7.5%	10%
		2021 Rate	2022 Rate	2022 Rate	2022 Rate	2022 Rate
		Apr-Oct				
Kayak and Paddleboard Racks						
	Resident	\$ 140.00	\$ 144.00	\$ 147.00	\$ 151.00	\$ 154.00
	Non-Resident Property Owner - Dwelling	\$ 203.00	\$ 209.00	\$ 213.00	\$ 218.00	\$ 223.00
	Non-Resident Property Owner - Lot or Rental	\$ 241.00	\$ 248.00	\$ 253.00	\$ 259.00	\$ 265.00
	Non-Resident	\$ 279.00	\$ 287.00	\$ 293.00	\$ 300.00	\$ 307.00

		SEVEN MONTHS RENTAL APRIL 15 - NOVEMBER 15 with PROPOSED INCREASES				
			3%	5%	7.5%	10%
		2021 Pro-Rated	2022 Rate	2022 Rate	2022 Rate	2022 Rate
		Apr-Nov				
Kayak and Paddleboard Racks						
	Resident	\$ 163.00	\$ 168.00	\$ 171.00	\$ 175.00	\$ 179.00
	Non-Resident Property Owner - Dwelling	\$ 237.00	\$ 244.00	\$ 249.00	\$ 255.00	\$ 261.00
	Non-Resident Property Owner - Lot or Rental	\$ 281.00	\$ 289.00	\$ 295.00	\$ 302.00	\$ 309.00
	Non-Resident	\$ 326.00	\$ 336.00	\$ 342.00	\$ 350.00	\$ 359.00

 = recommended increase

 = recommended new classification

Dinghy rates would be separate and tied to Buoy season

CITY OF LAKE GENEVA

RIVIERA CONCOURSE LEASE

THIS AGREEMENT made this day of November 1, 2021 by and between the CITY OF LAKE GENEVA, a municipal corporation, whose principle place of business is 626 Geneva St., Lake Geneva, WI 53147, Lessor, hereinafter referred to as the CITY, and John Smith whose address is 123 Main Street, Lake Geneva, WI. 53147, LESSEE.

WITNESSETH

1. The CITY does hereby lease and let to the LESSEE and the LESSEE hereby agrees to lease from the CITY, under all the terms and conditions hereinafter set forth, the following described area of the Riviera Concourse, to-wit:

That portion of the Riviera Concourse shown on the attached Exhibit "A" as Space "M", being an area of 196 square feet,

for the sole purpose of selling products to consumers. The City reserves the right to approve any and all items to be sold by LESSEE.

2. The term of this Lease shall be **3 years**. The LESSEE'S occupancy period under the lease shall be from April 1st through November 1st, 2022.
3. LESSEE shall pay as annual rent as follows:

- 2022 season \$2021 rate + % increase determined by council (will add exact amounts when approved)
- 2023 season : 2022 rate adjusted by Consumer Price index
- 2024 season : 2023 rate adjusted by Consumer Price Index

In no case will annual increases be less than two percent (2%) more than four percent (4%)

The rent shall be payable in four (4) equal installments, the first installment to be paid on or before June 15th of each year and the remaining installments to be paid on or before the 15th day of July, August and September.

4. A security deposit in the amount of \$2,000.00 shall be filed with the City prior to occupancy. The security deposit may be used to pay any utility bills of LESSEE that are delinquent for a period of more than thirty (30) days, any damages to the leased premises, and past due rent. The security deposit shall be returned to LESSEE upon termination of this lease if the premises are vacated in the same condition as commencement of the lease and provided no other obligations are due to the City.

5. It is understood and agreed by the LESSEE that their interest in the leased premises shall not be assigned or transferred to any other party without the express written consent of the CITY.

6. The said LESSEE shall provide liability insurance in the aggregate amount of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00) covering the event of death or injury to one (1) person, in the aggregate amount of Five Hundred Thousand Dollars and No Cents (\$500,000.00) covering the event of death or injury to more than one (1) person, and in the amount of One Hundred Thousand Dollars and No Cents (\$100,000.00) covering the event of property damage naming the CITY as an additional insured. LESSEE shall furnish a Certificate of Insurance to the City Clerk of the CITY OF LAKE GENEVA upon the execution of this Lease. Said Certificate of Insurance shall provide for minimum thirty (30) day notice in case of cancellation.

7. LESSEE fully understands and agrees that LESSEE is solely responsible for all their equipment, merchandise, and personal property and releases the City from any damages that may occur from any source, including, but not limited to theft, vandalism and elements. Winter storage of fixtures and/or equipment is permissible, but the CITY will not be responsible for any damage or loss that may occur from any source, including, but not limited to, theft, vandalism and the elements. Winter storage of merchandise or goods is not permitted.

8. Signs. (a) It is fully understood by the LESSEE that no improvement of any kind shall be made to the leased premises including, but not limited to, the erection of signs or other form of advertisement without the express written consent of the CITY.

(b) No signs shall be permitted on the exterior of the building. All permitted signs shall be approved by the CITY and conform to local ordinances

(c) No signs, posters, banners, flags or any other items will be allowed to be placed in exterior (outside) facing windows.

(d) Individual commercial spaces will be allowed one (1) business identification sign (blade sign) in the front of their store, within the common area of the first floor. The size and design of the blade sign will be established by the City of Lake Geneva.

(e) Signs and displays are allowed in tenants' interior windows but only to a maximum coverage of forty percent (40%). Illuminated signs are allowed in interior windows but may not be flashing signs or signs with simulated movement.

(f) Signs on any store doors are prohibited other than the businesses name, hours of operation, phone number and web address. Maximum coverage of the door cannot exceed 10% of the area of the door.

(g) Non-traditional retail spaces (those without customer access inside their store; specifically spaces G&H, L&K and M) are allowed to install menu boards within the interior of their tenant space. Common area facing windows may be utilized for displays up to a maximum of forty percent (40%) of the area of the window.

9. In the event LESSEE makes improvements without the consent of the CITY, the CITY may at its option consider this lease null and void and require LESSEE to pay for removal of all unauthorized improvements and restoration of the premises to the condition prior to the unauthorized improvements.

10. The City reserves the right to review and approve all services or products offered by Lessee on or from the leased premises. Prior to occupancy, the Lessee shall submit a comprehensive list of all products and services offered on or from the leased premises. The City shall approve the services and products offered by Lessee on or from the leased premises prior to Lessee's occupancy of the leased premises. The sale of services or products not approved by the City will be deemed a breach of this lease and subject to termination as provided in paragraph 13.

11. LESSEE shall not permit any unattractive or unsanitary accumulation of trash, debris or litter on the leased premises. The CITY agrees to provide normal janitorial services for the Riviera Concourse. Said services are included in the basic rent for the leased premises. The CITY shall have the sole discretion in the selection of janitorial personnel or service and the level of services provided.

12. The LESSEE shall operate their businesses in a clean, safe, sanitary and business-like manner at all times. Tenants shall not do any acts nor allow any of its' employees or agents to do any acts that would unduly interfere with or disrupt other businesses at the Riviera complex. The Lessee, their agents, and employees shall not display any merchandise or property of Lessee outside of their designated space as shown on Exhibit A. Failure to comply with the terms of this provision as determined in the sole discretion of the CITY, shall be deemed a default under this lease and subject to the remedies set forth in paragraph 23.

13. **DAMAGE TO RETAIL SPACE:** Renters cannot drill, nail or otherwise place holes on ceilings, floors or any walls within their retail space without prior written permission from the City of Lake Geneva Public Works Department. In no case will holes be allowed in the tiles.

14. **MUSIC OR LOUD SOUNDS:** Playing of music is allowed in individual spaces, but cannot be loud enough to be heard within the common area. Excessive loud sounds of any sort are prohibited within the building or individual shops.

15. **PAINTING PROHIBITED:** No painting of any sort will be allowed within the tenant spaces without the prior written approval of the City of Lake Geneva Public Works Department.

16. OBSTRUCTIONS IN THE COMMON AREA: No banners, chairs, displays or other obstructions of any sort will be allowed in the common area of the first floor. All tenant items must be contained within the inside of the individual stores.

17. NO STANDING OR SITTING IN THE COMMON AREA: Renters are not allowed to stand, approach visitors or otherwise advertise / hawk their items to the public within the common area.

18. MODIFICATIONS OR DAMAGE TO CITY PROPERTY: No building modifications of any sort are allowed unless approved by the City and properly permitted and inspected by the City Building & Zoning Department. This includes modifications to ceilings, walls, floors, electric, plumbing, private exhaust systems, private fire suppression systems, etc.

19. SUBJECT TO ALL APPLICABLE CODES: All spaces are subject to all applicable national, state, county and local government codes and regulations related to health, safety and building codes.

20. Failure to comply with the additional regulations outlined above may result in the business's lease being terminated immediately. Any damage incurred will be repaired by the City or its designated contractor with all related costs being paid by reduction in the tenant's security deposit.

21. The LESSEE shall pay all license fees and taxes that may be imposed by any City, State, or Federal authorities.

22. The Lessee shall be open for business from Memorial Day Weekend through Labor Day Weekend from 10:00 AM to 5:00 PM seven days per week. During these mandated hours of operation, the LESSEE's premises shall be open for business. LESSEE is permitted to be open for additional hours at LESSEE discretion. The CITY will secure the Riviera Concourse during the hours the Concourse is closed from 10:30 PM to 8:00 AM. LESSEE will not open his/her business to the public during these "closed" hours without written consent of the City. Failure to comply with these terms shall be deemed a default under this lease and subject to the remedies in paragraph 29.

23. It is expressly understood and agreed that if the LESSEE defaults in any of the covenants and agreements herein contained or shall fail to operate and use the premises for the purposes defined herein, or operate the premises during the hours set forth in paragraph 12, or fails to pay the rent, then said LESSEE shall forfeit all right, title and interest to operate in the premises hereby leased and the lease shall be deemed null and void after five (5) days written notice from the City. It is further provided, no assignment or transfer of the LESSEE's rights under this Lease shall be made by LESSEE nor through voluntary assignment, bankruptcy, or under execution, and any such event shall immediately terminate this Lease.

24. LESSEE shall be issued a key or keys for leased premises which shall not be reproduced. LESSEE shall sign a separate "key agreement" and pay a separate key deposit as determined by the CITY. All keys shall be returned on or before November 15 of each season. LESSEE agrees to reimburse the CITY for any required locksmith services for LESSEE's loss of their key or failure to return the key at the end of the term.

25. LESSEE shall procure at their own expense all necessary and required licenses, permits, and inspections prior to opening business.

26. LESSEE shall, on the last day of the term, or on earlier termination of the Lease, return the premises to the CITY in clean and satisfactory condition including all permanent fixtures, all in good and satisfactory repair. Any trade fixtures or personal property not used in connection with the operation of the vacated premises and belonging to LESSEE, if not removed at the termination or default, shall be deemed abandoned and become the property of the CITY without any payment or offset therefore. The CITY may remove such fixtures or property from the vacated premises. In the event the LESSEE does not repair and restore the leased premises to the original condition, normal wear and tear expected, the CITY shall charge the LESSEE's security deposit for any repairs and restoration of the damage and be entitled to collect any additional costs of said repairs from the LESSEE.

27. If the premises are partially destroyed during the term of this Lease, the CITY shall determine whether repairs can be made within thirty (30) days. Written notice of the intention of the CITY to repair shall be given to LESSEE within thirty (30) days after any partial destruction. Rent will be reduced proportionately in the extent to which the repair operations interfere with the business conducted on the premises by LESSEE. If the repairs cannot be made within the time specified above, the CITY shall have the option to make them within a reasonable time or terminate the lease. Rent shall be prorated and refunded based upon the remaining term of the lease. Partial destruction of the premises by natural causes, such as fire, acts of God and other natural calamities, will not give rise to any cause of action by LESSEE for loss of business or profits by Lessee.

28. If the CITY files an action to enforce any agreement contained in this Lease, or for breach of any covenant or condition, LESSEE shall pay the CITY reasonable attorney's fees and the costs of said action.

29. In the event LESSEE breaches any portion of this Lease, the aforementioned security deposit shall be forfeited and applied against any damages sustained by the CITY as a result of breach by LESSEE. The City will not be precluded from bringing action against the Lessee for any and all damages above those sustained above the amount of the security deposit.

30. The LESSEE shall hold the CITY harmless from all claims for any damages or penalties arising out of LESSEE's use of the premises. The LESSEE shall indemnify the CITY from all suits or actions brought against the CITY or sustained by any other parties, including LESSEE's service or agents, together with all reasonable attorney's fees and costs of actions incurred by the City as a result of any such suits or actions.

31. All Notices shall be sent electronically or by first class mail prepaid and addressed as follow:

City of Lake Geneva

City Administrator
City of Lake Geneva
626 Geneva Street
Lake Geneva, WI 53147
cityadministrator@cityoflakegeneva.com

LESSEE (include name, business name, address, phone number and email):

John Smith
Operating under "Business Name"
123 Main Street. Lake Geneva, WI. 53147
262 555-5555
Ninaspopcorn@gmail.com

IN WITNESS WHEREOF, the City Council of the CITY OF LAKE GENEVA has caused this indenture to be executed by its City Administrator, and countersigned by the City Clerk, and _____ Lessee by _____ has executed this indenture on the date first above written, and all parties represent that each of the signers has full authority to execute the same and bind each other to the terms hereof.

For the CITY OF LAKE GENEVA

Lessee:

Attest:

Lana Kropf, City Clerk

