



City of Lake Geneva, 626 Geneva St, Lake Geneva, WI 53147- 262.248.3673- www.cityoflakegeneva.gov

**REGULAR COMMON COUNCIL
MONDAY, JANUARY 27, 2025 - 6:00 PM
LAKE GENEVA CITY HALL; COUNCIL CHAMBERS (MAIN LEVEL)**

Members:

Mayor Todd Krause, Council President, Mary Jo Fesenmaier, Council Vice President, Cindy Yager, Alderpersons: Sherri Ames, Peg Esposito, Linda Frame, Joel Hoiland, Cathy Stoodley, and Shari Straube

Watch this meeting on the City of Lake Geneva's live video stream: <https://cityoflakegeneva.gov/319/City-Meetings-Video-Stream>

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Awards, Presentations, Proclamations, and Announcements
 - a. City Clerk update regarding 2025 elections
5. Mayoral Appointments
 - a. Paula Porubcan to the Hillmoor Commission for a term expiring May 1, 2027
 - b. Lowell Thompson to the Hillmoor Commission for a term expiring May 1, 2025
 - c. Larry Happ to the Hillmoor Commission for a term expiring May 1, 2025
 - d. Peggy Schneider to the Hillmoor Commission for a term expiring May 1, 2026
 - e. Kenneth Etten to the Hillmoor Commission for a term expiring May 1, 2027
 - f. Mark Davids to the Hillmoor Commission for a term expiring May 1, 2026
 - g. Dan Getzen to the Hillmoor Commission for a term expiring May 1, 2027
 - h. Jessica Pokorny to the Board of Park Commissioners for a term expiring May 1, 2025
6. Re-consider business from previous meeting
7. Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda, except for public hearing items. Comments will be limited to 5 minutes
8. Acknowledgement of Correspondence
9. Approve the Regular Council Minutes of January 13, 2025

10. Discussion/Recommendation regarding the Forbeck 5K and Half Marathon (discussed at FLR June 18, 2024)
11. CONSENT AGENDA– Any item listed on the consent agenda may be removed at the request of any member of the Council. The request requires no second, is not discussed, and is not voted upon.
 - a. Alcohol Beverage License Location Transfer filed by Lake Geneva Billiard Club dba Lake Geneva Billiard Club "High Rollers Suite"
 - b. Original Class "A" Beer/"Class A" Liquor License application filed by Tridev LLC dba Geneva Gas Mart at 1231 Grant St
12. Items removed from the Consent Agenda
13. Discussion/Action regarding amendment to Complimentary Riviera Ballroom Event Request form from VISIT Lake Geneva for Winterfest (amended to include Tuesday, January 28, 2025, original request was approved on January 13, 2025)
14. Discussion/Action regarding recommendation of the Finance, Licensing, and Regulation Committee- Ald. Ames
 - a. Riviera Leases for years 2025, 2026, 2027
Iwona Bialous - Gogolewski Space "A"
Del Carlson - KC Enterprise Spaces "L & K"
Del Carlson - KC Enterprise Storage Space "O"
John and Cheryl Borowiec - DBA The Cheese Box / Queso Corp Space "B"
Catherine Griffith and Paul Ochalek - Geneva Lake Mini Donut Company LLC, DBA Dinky's Dough On The Dock Space "M"
Ying Ying Fang - Dockside Gifts Space "C"
Gage Marine Storage Space "F"
Kevin Singh & Joe Hatten - DBA Going Bananas Space "G & H"
 - b. State Municipal Financial Agreement (SMFA) with the WI DOT for the State Highway 120, Edwards Blvd, Project for an estimated \$533,750
 - c. Pay Request #3 from Wolf Paving for the 2024 Street Program in the amount of \$275,160.82 (Public Works Committee recommended approval November 25, 2024)
 - d. Proposed 2025 Building and Zoning Fee Schedule
 - e. Hillmoor Project Coordinator Consulting Contract with Michael Krajovic
 - f. Acceptance of the Pre-Paid and Regular Check Reports
Pre-Paid Checks: \$229,979.10
Regular Checks: \$322,361.01
15. Discussion/Approval of Resolution 25-R05 extension of permit due date for short term rental

permit applications from January 31st to March 31st to allow for implementation of new software and ordinance provisions

16. Motion to go into Closed Session

- a.** pursuant to Wisconsin Statutes 19.85 (1) (g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved regarding:

Tax assessment claims by Agree Stores, LLC c/o Walmart v. City of Lake Geneva

Potential claim by former City Clerk for unlawful termination

Subrogation claim by City of Lake Geneva in Holly Povish et al. v. Aerial Adventures, LG, LLC, and

- b.** pursuant to Wisconsin Statutes 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 regarding the MGT contract extension for interim administrator services

17. Motion to return to open session pursuant to Wisconsin Statutes 19.85 (2) and take action on any items discussed in closed session

18. Adjournment

Requests from persons with disabilities, who need assistance to participate in this meeting or hearing, should be made to the City Clerk's office in advance so the appropriate accommodations can be made.

City of Lake Geneva

Resident Volunteer Application for: Boards, Committees, and Commissions



Date: 21 NOV 2024 Aldermanic District: 2 Years in Lake Geneva 30
Last name: Porubcan First name: Paula
Residential street address: 223 Sky Lane
E-mail address: porubcan@illinois.edu Phone number: 262-215-3712

Please prioritize your first choice 1-3 of the committees you would like to serve on:

- | | |
|--|---|
| ☐ Avian Committee (2-year term) | ☐ City Plan Commission (3-year term) |
| ☐ Cemetery Board (2-year term) | ☐ Police and Fire Commission (5-year term) |
| ☐ Geneva Lake Environmental Agency
(1-year term) | ☐ Tourism Commission (1-year term) |
| ☐ Historic Preservation Committee
(3- year term) | ☐ Tree Board (3-year term) |
| ☒ <u>1</u> Hillmoor Commission (3-year term) | ☐ Utility Commission (3-year term) |
| ☐ Library Board (3-year term) | ☐ Zoning Board of Appeals 3-year term) |
| ☐ Park Board (3-year term) | ☐ Other _____ |

Please answer the following questions:

Why are you interested in serving on the above indicated committees?

The Hillmoor property is an important city asset. It can provide recreation, inspiration, community, education, home to wildlife, clean air and water, and perhaps revenue. I believe we can find a way for it to do all these things, successfully, but only if we take the time now to think through the project carefully. I would consider it an honor to assist my community with this task.

List any specific qualifications you have to serve on your selections.

I have been a full-time resident of Lake Geneva since the fall of 1993. Both of my children went through the public school system here and participated in many extra-curricular community activities. That is, I am familiar with the many opportunities and challenges our city has seen over the last 30 years.

I am semi-retired - currently working as a private archaeological consultant. Prior to this, I worked full time as a senior level professional archaeologist for over 35 years in the Western Great Lakes region, working for universities, private consulting companies, engineering companies, and tribal governments. Throughout my career, I was

Do you have any experience with Public Service or prior Civic Involvement?

Yes.

I served on the Ad Hoc Hillmoor Committee throughout its tenure, about 1.5 years, in 2023 and 2024. I have served as an Election Inspector for the city, serving in all elections, since 2021.

What are your goals for your chosen boards/committees/commissions, or the City in general?

Long-term planning, and successful plan execution, for the Hillmoor property will require a strong desire to listen to the ideas and concerns of city residents, a willingness to educate residents and businesses about the property itself, an ability to understand complicated interlocking issues, and the patience to take this process through all its necessary steps. My goals are to be a good listener, a well prepared educator, a continuing life-long learner of new ideas, and a patient, consistent, and respectful Commission member.

Thank you for your interest! The Mayor may request an interview.

Signature _____ Date 21 NOV 2024

Submit completed forms to the City Clerk's Office:
626 Geneva St, Lake Geneva WI 53147
cityclerk@cityoflakegeneva.gov

Office Use:

Date Received: _____

Employee: _____

10 AM

City of Lake Geneva

Resident Volunteer Application for: Boards, Committees, and Commissions



Date: 12/20/2024 Aldermanic District: 3 Years in Lake Geneva 5
Last name: Thompson First name: Lowell
Residential street address: 300 Edwards Blvd, Lake Geneva, WI 53147
E-mail address: lowell@learningwithlowell.com Phone number: (616) 951-4597

Please prioritize your first choice 1-3 of the committees you would like to serve on:

<u> </u> Avian Committee (2-year term)	<u>2</u> <u> </u> City Plan Commission (3-year term)
<u> </u> Cemetery Board (2-year term)	<u> </u> Police and Fire Commission (5-year term)
<u> </u> Geneva Lake Environmental Agency (1-year term)	<u> </u> Tourism Commission (1-year term)
<u> </u> Historic Preservation Committee (3- year term)	<u> </u> Tree Board (3-year term)
<u>1</u> <u> </u> Hillmoor Commission (3-year term)	<u> </u> Utility Commission (3-year term)
<u> </u> Library Board (3-year term)	<u> </u> Zoning Board of Appeals 3-year term)
<u> </u> Park Board (3-year term)	<u> </u> Other <u> </u>

Please answer the following questions:

Why are you interested in serving on the above indicated committees?

I' m passionate about serving the Lake Geneva community. The Plan Commission aligns with my skills in planning and analysis, while the Hillmoor Commission offers a chance to address a unique challenge and create lasting value for the city. I' m particularly excited to contribute innovative, community-focused solutions that balance economic growth with preserving the city' s natural beauty and historical significance.

List any specific qualifications you have to serve on your selections.

I bring expertise in strategic planning, stakeholder engagement, and problem-solving, developed through years of leading initiatives that require balancing complex priorities. As COO of a business, I've honed my ability to analyze multifaceted projects, integrate diverse perspectives, and turn challenges into actionable solutions. I excel at evaluating proposals for both short-term feasibility and long-term impact, ensuring alignment with broader community goals. My collaborative approach and commitment to delivering practical, innovative results make me well-suited to contribute meaningfully to the missions of both commissions.

Do you have any experience with Public Service or prior Civic Involvement?

While I have not formally served in public office, I have significant experience engaging with communities in various capacities. I've led community-focused projects through my role as COO of a startup, balancing diverse stakeholder interests and facilitating collaboration. I'm also committed to engaging with local committees to contribute to Lake Geneva's growth.

What are your goals for your chosen boards/committees/commissions, or the City in general?

My goal is to promote sustainable development that balances growth with preserving Lake Geneva's character. For the Plan Commission, I want to ensure zoning and projects reflect long-term community needs. On the Hillmoor Commission, I aim to help determine a thoughtful use for the property that benefits residents and aligns with the city's vision.

Thank you for your interest! The Mayor may request an interview.

Signature  Date 12/20/2024

Submit completed forms to the City Clerk's Office:

626 Geneva St, Lake Geneva WI 53147

cityclerk@cityoflakegeneva.gov

Office Use:

Date Received: 12/20/2024
Employee: UK - City Clerk

1:30

City of Lake Geneva

Resident Volunteer Application for: Boards, Committees, and Commissions



Date: 11/25/24 Aldermanic District: 2 Years in Lake Geneva 9
Last name: Happ First name: Larry
Residential street address: 1120 S LakeShore Dr #13
E-mail address: Lhapp101@gmail.com Phone number: 630 817 0768

Please prioritize your first choice 1-3 of the committees you would like to serve on:

- | | |
|---|---|
| ☐ Avian Committee (2-year term) | ☐ City Plan Commission (3-year term) |
| ☐ Cemetery Board (2-year term) | ☐ Police and Fire Commission (5-year term) |
| ☐ Geneva Lake Environmental Agency (1-year term) | ☐ Tourism Commission (1-year term) |
| ☐ Historic Preservation Committee (3- year term) | ☐ Tree Board (3-year term) |
| ☒ Hillmoor Commission (3-year term) | ☐ Utility Commission (3-year term) |
| ☐ Library Board (3-year term) | ☐ Zoning Board of Appeals 3-year term) |
| ☐ Park Board (3-year term) | ☐ Other _____ |

Please answer the following questions:

Why are you interested in serving on the above indicated committees?

The City of Lake Geneva has already invested millions of dollars and hundreds of hours of time on the Hillmoor project. It has the potential of being an iconic part of the future of this City and it is critical that the right decisions are made in planning its future development. There are no "do overs" on a project of this size and significance. I would like to lend my experience and background in helping to make the best plan possible.

List any specific qualifications you have to serve on your selections.

MBA University of Chicago, 1980
MS Mechanical Engr, Northwestern Univ, 1971
BSME, Northwestern University, 1970
Badger High School graduate, class president 1965
Owner and President of Designcraft, Inc 1999 - 2015 , an Industrial Design and Product Development firm located in Lake Zurich, IL
Father of 4 children and grandfather of 8 who all would be potential future Hillmoor users
I hold many fond memories playing golf at Hillmore and attending its events

Do you have any experience with Public Service or prior Civic Involvement?

Secretary of Somerset Condominium Association, LLC, 2021 - present,
an active HOA within the City of Lake Geneva
Treasurer of Lake Zurich Industrial Council, 2012-2018, an organization representing manufacturing and commercial businesses in Lake Zurich, IL
Treasurer of Loch Lomond Homeowners Association, 2014-2017, an HOA in Mundelein, IL
Past active member of National Electrical Manufacturers Association, Underwriter's Laboratory Advisory Board, and Association of Professional Model Makers
Hold 21 Patents / published in engineering and design related professional magazines
Regularly attend City of Lake Geneva Planning Commission and City Council meetings.

What are your goals for your chosen boards/committees/commissions, or the City in general?

I simply want to assist the City in developing a plan which will ensure the best possible use of this valuable asset. I have no preconceived opinions regarding the YMCA proposal and am aware of the discussions both for and against this opportunity. I am a board member of GLAS organization and aware of their interest in the use of the property, but feel I would be able to fairly consider both sides of this opportunity as well.

Thank you for your interest! The Mayor may request an interview.

Signature Laurence R. Kapp Date 11/25/24

Submit completed forms to the City Clerk's Office:

626 Geneva St, Lake Geneva WI 53147

cityclerk@cityoflakegeneva.gov

Office Use:

Date Received: _____

Employee: _____

City of Lake Geneva

Resident Volunteer Application for: Boards, Committees, and Commissions



Date: 11/29/24 Aldermanic District: 1 Years in Lake Geneva 34 years
Last name: Schneider First name: Peggy
Residential street address: 245 Lookout Dr.
E-mail address: schneider245@sbcglobal.net Phone number: 262-248-2242

Please prioritize your first choice 1-3 of the committees you would like to serve on:

☐ Avian Committee (2-year term)	☐ City Plan Commission (3-year term)
☐ Cemetery Board (2-year term)	☐ Police and Fire Commission (5-year term)
☐ Geneva Lake Environmental Agency (1-year term)	☐ Tourism Commission (1-year term)
☐ Historic Preservation Committee (3- year term)	☐ Tree Board (3-year term)
☐ Hillmoor Commission (3-year term)	☐ Utility Commission (3-year term)
☐ Library Board (3-year term)	☐ Zoning Board of Appeals 3-year term)
☐ Park Board (3-year term)	☒ Other <u>Hilmoor Committee</u>

Please answer the following questions:

Why are you interested in serving on the above indicated committees?

I am interested in serving to promote the development of the current Hillmoor property into a safe and community based green space.

List any specific qualifications you have to serve on your selections.

I was part of the Hillmoor Ad Hoc committee. I am a physical therapist with an interest in promoting accessibility and safety within our community.

Do you have any experience with Public Service or prior Civic Involvement?

I am currently a member of the Lake Geneva Park Board.

What are your goals for your chosen boards/committees/commissions, or the City in general?

I am interested in promoting facilities that are safe and accessible that provide enjoyment for the members of our community.

Thank you for your interest! The Mayor may request an interview.

Signature Peggy Schneid Date 11/29/24

Submit completed forms to the City Clerk's Office:
626 Geneva St, Lake Geneva WI 53147
cityclerk@cityoflakegeneva.gov

Office Use:

Date Received: 12/2/2024
Employee: UC - City Clerk

City of Lake Geneva

Resident Volunteer Application for: Boards, Committees, and Commissions



Date: 12/10/24 Aldermanic District: 1 Years in Lake Geneva 43
Last name: ETTEN First name: KENNETH
Residential street address: 1109 WISCONSIN STREET
E-mail address: ken@mccormacketten.com Phone number: (262) 248-2770

Please prioritize your first choice 1-3 of the committees you would like to serve on:

☐ Avian Committee (2-year term)	☐ City Plan Commission (3-year term)
☐ Cemetery Board (2-year term)	☐ Police and Fire Commission (5-year term)
☐ Geneva Lake Environmental Agency (1-year term)	☐ Tourism Commission (1-year term)
☐ Historic Preservation Committee (3- year term)	☐ Tree Board (3-year term)
☒ <u>1</u> Hillmoor Commission (3-year term)	☐ Utility Commission (3-year term)
☐ Library Board (3-year term)	☐ Zoning Board of Appeals 3-year term)
☐ Park Board (3-year term)	☐ Other _____

Please answer the following questions:

Why are you interested in serving on the above indicated committees?

As a long-time resident, I'm familiar with the history of the Hillmoor Golf Course property and know the many stages it has gone thru over the years. I would like to be a part of helping create a unique site that will include a number of special features that will appeal to all local residents and visitors.

List any specific qualifications you have to serve on your selections.

Several years ago, our firm, McCormack + Etten / Architects, worked with a developer from Chicago who had a vision of creating what she referred to as an "Arts & Community Destination" on the Hillmoor property. Her intention was to include a mix of uses, including hiking trails, an outdoor theater, small shops and artist studios, and a unique cabin-style hotel. While that project did not move ahead and these may not be the specific uses that the majority of our residents would ultimately want, it did give me significant knowledge regarding the Hillmoor property and its potential uses.

Do you have any experience with Public Service or prior Civic Involvement?

As a resident and business owner in Lake Geneva for over 40 years, I've always felt a need to contribute to the community. I served on the Lake Geneva Plan Commission for 15 years, have been a member and Chairman of the Lake Geneva Historic Preservation Commission of 28 years, currently serve on the Black Point Preserve Board of Directors, and have been a member and officer of the Lake Geneva Rotary Club for 43 years. In addition, I served on the Buildings & Grounds Committee and School Board at St. Francis de Sales Church.

What are your goals for your chosen boards/committees/commissions, or the City in general?

As I noted previously, I would like to be a part of creating a unique and special place on the former Hillmoor Golf Course property that would provide some feature or amenity that would appeal to every resident of the City of Lake Geneva. The City has made a serious commitment to save this site and it is now up to all of us to determine the best long-term use for our fellow citizens.

Thank you for your interest! The Mayor may request an interview.

Signature  Date 12/10/24

Submit completed forms to the City Clerk's Office:
626 Geneva St, Lake Geneva WI 53147
cityclerk@cityoflakegeneva.gov

Office Use:

Date Received: _____

Employee: _____

2:00

City of Lake Geneva

Resident Volunteer Application for: Boards, Committees, and Commissions



Date: 11.25.24 Aldermanic District: _____ Years in Lake Geneva 4

Last name: DAVIDS First name: MARK

Residential street address: 1070 S. LAKE Shore Dr # 652

E-mail address: MADWKRDL23@ICLOUD.COM Phone number: 847 9109748

Please prioritize your first choice 1-3 of the committees you would like to serve on:

- | | |
|---|---|
| ☐ Avian Committee (2-year term) | ☐ City Plan Commission (3-year term) |
| ☐ Cemetery Board (2-year term) | ☐ Police and Fire Commission (5-year term) |
| ☐ Geneva Lake Environmental Agency (1-year term) | ☐ Tourism Commission (1-year term) |
| ☐ Historic Preservation Committee (3-year term) | ☐ Tree Board (3-year term) |
| ☒ Hillmoor Commission (3-year term) | ☐ Utility Commission (3-year term) |
| ☐ Library Board (3-year term) | ☐ Zoning Board of Appeals 3-year term) |
| ☐ Park Board (3-year term) | ☐ Other _____ |

Please answer the following questions:

Why are you interested in serving on the above indicated committees?

I AM INTERESTED IN SUPPORTING THE COMMUNITY
WITH TIME ON THE COMMISSION.
HILLMOOR IS A GREAT SPACE AND I WANT TO HELP
THE COMMUNITY WITH OPTIONS.

List any specific qualifications you have to serve on your selections.

I have been on many BOARDS in the past. I enjoy the humor properly and understand the complexities of finding a solution that will support the community.

Do you have any experience with Public Service or prior Civic Involvement?

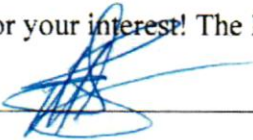
I have ample experience on various McHenry County BOARDS as well as VOLUNTEER for NOT-FOR PROFIT CAUSES.

What are your goals for your chosen boards/committees/commissions, or the City in general?

Help support future generations of community residents.

Thank you for your interest! The Mayor may request an interview.

Signature



Date

11-25-24

Submit completed forms to the City Clerk's Office:

626 Geneva St, Lake Geneva WI 53147

cityclerk@cityoflakegeneva.gov

Office Use:

Date Received:

11/27/2024

Employee:

UR - City Clerk

2:30

City of Lake Geneva

Resident Volunteer Application for: Boards, Committees, and Commissions



Date: 12/19/2024 Aldermanic District: 3 Years in Lake Geneva 59
Last name: Getzen First name: Dan
Residential street address: 500 S Edwards Blvd, Unit 2
E-mail address: Getz53147@gmail.com Phone number: 262-203-0480

Please prioritize your first choice 1-3 of the committees you would like to serve on:

- | | |
|--|---|
| ☐ Avian Committee (2-year term) | ☐ City Plan Commission (3-year term) |
| ☐ Cemetery Board (2-year term) | ☐ Police and Fire Commission (5-year term) |
| ☐ Geneva Lake Environmental Agency
(1-year term) | ☐ Tourism Commission (1-year term) |
| ☐ Historic Preservation Committee
(3- year term) | ☐ Tree Board (3-year term) |
| ☒ Hillmoor Commission (3-year term) | ☐ Utility Commission (3-year term) |
| ☐ Library Board (3-year term) | ☐ Zoning Board of Appeals 3-year term) |
| ☐ Park Board (3-year term) | ☐ Other _____ |

Please answer the following questions:

Why are you interested in serving on the above indicated committees?

I am fortunate to be born and raised in Lake Geneva and this would be an opportunity to give back to the community by enhancing the quality of life for the residents along with providing a great example of environmental stewardship.

List any specific qualifications you have to serve on your selections.

Through 40 years in the corporate sector I've learned to be an effective communicator with honed interpersonal skills that, I believe, are crucial for collaborating with board members and engaging with the Lake Geneva community. Along with the ability to make informed decisions and establish a plan based on research/community need, I am committed to the Hillmoor mission of developing a comprehensive plan for the property.

Do you have any experience with Public Service or prior Civic Involvement?

Experience in community service includes several decades with both the Lake Geneva Lions Club and the LG Jaycees where I was an elected board member and chaired many of the clubs most successful events. I'm also a founding member of TreadHead Cycling which is Lake Geneva's premier cycling club. TreadHeads have hand built over 35 miles of mountain bike/hiking trails in and around the Lake Geneva area.

What are your goals for your chosen boards/committees/commissions, or the City in general?

Community impact is at the top of the list as we have the opportunity to make a tangible difference in the community by creating a comprehensive plan for Hillmore in the hopes of improving and maintaining the land as a recreational area. Personal growth in regards to learning more about the inner workings of our local government and a sense of personal satisfaction that comes from contributing to the well-being of our community plus seeing the positive outcomes of our efforts are also goals.

Thank you for your interest! The Mayor may request an interview.

Signature Dan Getzen

Date 12/19/2024

Submit completed forms to the City Clerk's Office:

626 Geneva St, Lake Geneva WI 53147

cityclerk@cityoflakegeneva.gov

Office Use:

Date Received: 12/19/2024

Employee: LE - City Clerk



CITY OF LAKE GENEVA

COMMITTEE VOLUNTEER APPLICATION

Thank you for your interest in serving on one of the City's Boards, Committees or Commissions. Information about the scope and duties of the various bodies is available on the City website in the City Ordinances.

Please complete the following form and return it to City Hall. When there is a vacancy or expiring term, your application will be considered. Applications are to be submitted by March 1st in order to ensure consideration for a May 1st appointment. Applications are kept on file for a period of two years. If you have any questions about the role or functions of a particular Board, Commission or Committee, please contact the City Clerk's Office at (262) 249-4092.

BOARDS, COMMITTEES, COMMISSIONS

Please indicate the Boards, Committees or Commissions you are interested in serving on (no more than three). Please list first, second and third choice.

☐ Parking Commission	☐ City Plan Commission
☐ Historic Preservation	☒ Library Board 2 nd
☐ Police & Fire Commission	☐ Tree Board
☐ Zoning Board of Appeals	☐ Communications Committee
☐ Cemetery Committee	☒ Board of Park Commissioners 1 st
☐ Utility Commission	☐ Avian Committee

APPLICANT INFORMATION

Applicant Name: Jessica Pokorny
Home Address: 1196 Lake Geneva Blvd, Lake Geneva WI 53147
Email: jlpokorny5@gmail.com Phone: 952-200-5049
Occupation: Student / at home parent
How long have you been a City resident? 8 yrs.
Why do you want to serve on this/these Board(s), Committee(s), Commission(s):

I am interested in supporting the local interests in our parks and the library. I am an avid user of both these resources in our community. I have young children that love being out in the natural settings of our parks and reading.

Are you familiar with duties and responsibilities of the Committee? Yes

Have you observed any meetings of this Committee(s)? NO

Please list any elective or appointive public positions or offices you hold:

I am the current cubmaster for our Lake Geneva Cub Scout program. I oversee the program for kids 5k-5th grade.

Describe briefly your education and any work experience or other activity which in your opinion would be beneficial in carrying out the responsibilities of this office:

I am an early childhood education student, actively involved leader in Cub Scouts and Boy Scout level, and a parent to three very active boys that love the community space our library creates and our parks.

If appointed to this office, are there any other activities in which you are now engaged which would interfere with your regular attendance upon the duties required: If so, to what extent?

NO, I have no activities that would interfere with my regular attendance at meetings.

Signature: [Signature] Date: 4/30/24

Please return completed applications to:

City Clerk
Lake Geneva City Hall
626 Geneva Street
Lake Geneva, Wisconsin 53147

For Office Use Only

Date Filed: _____

Date copy provided to Mayor: _____

Appointed to: _____

Date appointed: _____

**CITY OF LAKE GENEVA REGULAR COMMON COUNCIL MINUTES
MONDAY, JANUARY 13, 2025 - 6:00 PM
LAKE GENEVA CITY HALL; COUNCIL CHAMBERS (MAIN LEVEL)**

Members: Mayor Todd Krause, Council President, Mary Jo Fesenmaier, Council Vice President, Cindy Yager, Alderpersons: Sherri Ames, Peg Esposito, Linda Frame, Joel Hoiland, Cathy Stoodley, and Shari Straube

Call to Order

by Mayor Krause at 6:00 pm.

Pledge of Allegiance

Aldersperson Yager

Roll Call

Present: Todd Krause, Sherri Ames, Shari Straube, Mary Jo Fesenmaier, Linda Frame, Peg Esposito, Joel Hoiland, Cathy Stoodley, Cynthia Yager.

Others present: Interim Administrator Dave DeAngelis, City Attorney Dan Draper, City Clerk Lacey L. Reynolds, Harbormaster Erick Nicia and other interested persons.

Awards, Presentations, Proclamations, and Announcements

Mayor Krause informed the council, interviews for the Hillmoor Commission concluded, equipment is needed to fix Channel 25 and should be delivered sometime in February and presentations were made to the PFC last week regarding a study done for the Police and Fire departments.

Re-consider business from previous meeting

None.

Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda, except for public hearing items. Comments will be limited to 5 minutes

George Steffen of Pleasant St. spoke regarding the lagoon fees and that he is not in favor of the increase. Luke Pfeiffer of S. Lake Shore Dr. spoke regarding his business the Maxwell Mansion, CUP item 13b and his concerns for the CUP restrictions. Leann Muzzy of Ridge Rd. spoke regarding the Maxwell Mansion CUP item 13b, her concerns and shared she is not in favor of the updates.

Acknowledgement of Correspondence

Two letters received, forwarded to the Mayor and Common Council.

Approve the Regular Council Minutes of December 9, 2024 and Special Council Minutes of December 17, 2024

Motion by Hoiland to approve, second by Stoodley. Voice vote, approved, motion carried.

CONSENT AGENDA– Any item listed on the consent agenda may be removed at the request of any member of the Council. The request requires no second, is not discussed, and is not voted upon.

Motion by Ames to approve all the events listed, second by Hoiland. Voice vote, approved, motion carried.

Public Event Permit filed by Lakeland Community Church for Church in the Park on July 6, 2025

Public Event Permit filed by the Geneva Lake Arts Foundation for Art in the Park from August 8 to 10, 2025

Public Event Permit with Street Use application filed by J3 Events Inc for the Studio Wine Run 5k on May 26, 2025

Complimentary Riviera Ballroom Event Request Form filed by VISIT Lake Geneva for Winterfest from January 29 to February 2, 2025

Items removed from the Consent Agenda

None.

Discussion/Action regarding Resolution 25-R01, authorizing May 13, 2025, as World Migratory Bird Day in the City of Lake Geneva

Motion by Yager to approve, second by Ames. Voice vote, approved, motion carried.

Discussion/Action on the Recommendations of the Finance, Licensing, and Regulation Committee- Ald. Ames

Geneva Lake Seawall Replacement Project Alt Bid 1 - Reinforced Poured Concrete Wall from CK Contractors in the amount of \$131,028.20 (approval recommended December 17, 2024)

Motion by Ames to approve, second by Esposito. Voice vote, approved, motion carried.

Gage Marine Pier and Buoy Service Contract for 2025-2027 (approval recommended December 17, 2024)

Motion by Ames to approve, second by Stoodley. Voice vote, approved, motion carried.

Resolution 25-02 regarding changes to the City of Lake Geneva Fee Schedule for increases to the Annual West End Pier Slip, Lagoon Slip, Buoy, Dingy, Kayak and Paddleboard Rack Leases (approval recommended December 17, 2024)

Motion by Ames to approve, second by Esposito. Motion by Frame to send this item back to the Piers, Harbor and Lakefront Committee, second by Fesenmaier. Discussion took place. Alder Frame amended her motion to only send back the Lagoon section of the fee schedule to the Piers, Harbor and Lakefront Committee, Alder Fesenmaier amended her second. Roll call vote: Frame, yes; Fesenmaier, yes; Straube, yes; Ames, no; Esposito, no; Hoiland, no; Stoodley, no; Yager, yes. 4-4 tie vote. Krause, yes, 5-4 vote, motion carried. Main motion to approve and will not include the updated fees for the lagoon; voice vote, approved, 1 abstained (Yager), motion carried.

Request by the Utility Commission for the City to participate in funding the replacement of culverts along the White River access road on the Hillmoor property with a 20% cost share of the final construction costs (approval recommended January 7, 2025)

Motion by Ames to approve, second by Hoiland. Voice vote, approved, motion carried.

Acceptance of the Pre-Paid and Regular Check Reports

Motion by Ames to approve, second by Yager. Voice vote, approved, motion carried.

Discussion/Action on the Recommendations of the Plan Commission- Ald. Esposito

Resolution 25-R03, authorizing the issuance of a Conditional Use Permit (CUP) to 930 Bayview Dr, Lake Geneva for a second-story addition and fence replacement in the Estate Residential (ER-1) zoning district, Tax Parcel No. ZGB00026

Motion by Esposito to approve, second by Ames. Voice vote, approved, motion carried.

Resolution 24-R04, authorizing the amendment of a Conditional Use Permit (CUP), to expand the Outdoor Commercial Entertainment land use and remove the Limited Conditional Use status in the General Business (GB) zoning district for the property located at 304 S. Wells St and 421 Baker St, Parcel No. ZA452900001

Motion by Frame to approve, second by Stoodley. Discussion took place. Motion by Hoiland to amend and remove all restrictions, including restriction 1 - Side A amplified sound shall be permitted Fridays, Saturdays and Sundays only, 2 - Side A amplified sound shall cease by 9:00 PM each of the permitted days and 3 - this amendment shall be reviewed in one year, second by Yager. Roll call vote: Hoiland, yes; Yager, yes; Stoodley, yes; Esposito, no; Frame, yes; Fesenmaier, no; Straube, yes; Ames, no. Motion carried 5-3. Main motion to include the amendment, roll call vote: Frame, yes; Stoodley, yes; Hoiland, yes; Ames, no; Straube, yes; Fesenmaier, no; Esposito, no; Yager, yes. Motion carried 5-3.

Confirming Mayoral Appointments

Alastair Cumming to the Business Improvement District for a term expiring January 1, 2027

Motion by Straube to approve, second by Fesenmaier. Voice vote, approved, motion carried.

Emily Trainor to the Business Improvement District for a term expiring January 1, 2027

Motion by Hoiland to approve, second by Yager. Voice vote, approved, motion carried.

Stephen Schroeder to the Business Improvement District for a term expiring January 1, 2027

Motion by Frame to approve, second by Stoodley. Voice vote, approved, motion carried.

Ann Esarco to the Plan Commission for a term expiring May 1, 2026

Motion by Straube to approve, second by Frame. Voice vote, 7 yes, 1 no (Ames), motion carried.

Shelley Rowell to the Tourism Commission for a term expiring May 1, 2025

Motion by Fesenmaier to approve, second by Frame. Voice vote, approved, motion carried.

Adjournment

Motion by Ames to adjourn, second by Yager. Voice vote, approved, motion carried. Adjourned at 7:21 pm.

Lacey L. Reynolds

City Clerk

City of Lake Geneva- Event Permit Policy and Application



The purpose of this policy and event permit application is to guide organizations that are non-profit, not-for-profit, private, or for profit to plan and execute a successful event here in beautiful Lake Geneva. This policy and application will outline the requirements and possible fees associated with hosting an event in the City based on the estimated attendance.

For profit, private, non-profit and not-for profit groups will be able to plan their experience here in the City based on the following four tiers:

☐ **Public Assembly Permit** – **Non-profit or Not-for-Profit (No Charge), Otherwise \$60 per day* (Meet one or more criteria) Single day event use of City of Lake Geneva facilities with NO street, parking or intersection closures, attendance under 500, NO serving of alcohol in public space.

☐ **Block Parties or use of Gazebo for 1 Hour Photo Ops:** \$75.00
Small event limited to one street with 4 barricades in a neighborhood or gazebo in Flat Iron Park.

☐ **Tier 1 Events:** **Non-profit or Not-for-Profit (No Charge), Otherwise \$250 for an event up to seven days, additional \$50 per day thereafter*
(Meet one or more criteria) Rolling closure of streets, public walkway, limited parking stalls or intersection closures that do not impact public use, attendance of 501 to 3,000, four (4) hours or less of alcohol sales or serving, majority use of a city park(s), or other municipal facility.

☒ **Tier 2 Events:** **Non-profit or Not-for-Profit (No Charge), Otherwise \$500 for an event up to seven days, additional \$100 per day thereafter*
(Meets one or more criteria) Non-profit or not-for-profit organization offering multiple-day events, attendance of more than 3,001+, more than four (4) hours of alcohol sales or serving, and/or exclusive use of City park(s), street(s), limited parking stalls, or other municipal facility.

Note: Seminary Park (includes the use of the Shelter) and Flat Iron Park (includes the use of Brunk Pavilion) have 3 available picnic tables and 10 benches which you can select as part of your event permit. Any additional picnic tables, benches, or barricades needed should be directed to a rental company. This event permit does not apply to the rental or use of the Riviera Ballroom.

Event permit application fees are not refundable whether wholly or partially. Any group using any municipal facility, park or property will be required to place a credit card number on file with the City of Lake Geneva's Clerk Office for any incidentals. Any charges will be fully explained and outlined to the applicant prior to any charge.

All non-profits and not-for-profit groups will be required to provide a current tax form with EIN# to prove their organization's status.

City of Lake Geneva- Event Permit Policy and Application



All event dates are granted on a first come first served basis, although non-profit groups located within the City of Lake Geneva will be given preferential treatment when considered. For events that occur annually you will have the option to place a hold on future dates for no more than three years after the current event being applied for.

All applicants will be required to sign an indemnification agreement for organizations below a tier 1 and all tier 1 and tier 2 event applications will be required to include a copy of their Certificate of Liability insurance with this application.

Any non-profit or not-for-profit organization that is wishing to sell alcohol as part of their event with need to complete a Temporary Class "B"/ "Class B" Retailer's License and pay a separate application fee. This event permit application does not grant the right or privilege to any group to sell alcohol of any kind.

All events under a level tier 1 will only be considered by City Staff prior to approval. Tier 1 and 2 events will require approval of City Staff, the Finance, License, & Regulation Committee and the Common Council.



CITY OF LAKE GENEVA EVENT PERMIT APPLICATION

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

Applications must be submitted

AT LEAST 4 WEEKS prior to the proposed event date for approval.

Section I- APPLICANT INFORMATION

Name of Applicant: _____

Name of Event Organizer/Producer: _____

Production Company/Organization: _____ FEIN #: _____

Street Address: _____

City: _____ State: _____ Zip code: _____

E-mail Address: _____

Daytime Phone: _____ Cell Phone: _____

Are you a ☐ For-Profit OR ☐ Non-Profit Organization 501(c) _____

EIN # (Tax Exempt Number): _____

*All non-profits must present a copy of their current Tax ID- EIN#

Section II- EVENT INFORMATION- Check the proper category

☐ **Public Assembly Permit- *Non-Profit: No Charge; Otherwise: \$60.00 per day Fee**

(Meet one or more criteria) Single day event use of City of Lake Geneva facilities with NO street, parking or intersection closures, attendance under 500, NO serving of alcohol in public space.

☐ **Block Parties or use of Gazebo for 1 Hour Photo Ops: * Non-profit: No Charge; Otherwise: \$75.00 Fee**

Small event limited to one street with 4 barricades in a neighborhood or gazebo in Flat Iron Park.

☐ **Tier 1 Events: *Non-Profit: No Charge; Otherwise: \$250.00 Fee for an event up to seven days; additional \$50.00 per day thereafter**

(Meet one or more criteria) Rolling closure of streets, public walkway, limited parking stalls or intersection closures that do not impact public use, attendance of 501 to 3,000, four (4) hours or less of alcohol sales or serving, majority use of a city park(s), or other municipal facility.

☐ **Tier 2 Events: *Non-Profit: No Charge; Otherwise: \$500.00 Fee for an event up to seven days; additional \$100.00 per day thereafter**

(Meets one or more criteria) Non-profit or not-for-profit organization offering multiple-day events, attendance of more than 3,000+, more than four (4) hours of alcohol sales or serving, and/or exclusive use of City park(s), street(s), limited parking stalls, or other municipal facility.

Note: Seminary (includes the use of the Shelter) and Flat Iron Park (includes the use of Brunk Pavilion) have 3 available picnic tables and 10 benches which you can select as part of your event permit. Any additional picnic tables, benches, or barricades needed should be directed to a rental company.

1. Title of Event: _____
2. Date(s) of Event: _____
3. Location(s) of Event: _____
4. Hours: _____

Note: Start Time & End Time

5. Event Chair/Contact Person: _____ Phone: _____

6. Day of Event Contact Name: _____ Phone: _____

7. Is the event open to the public?

8. Will you charge an admission fee?

9. Estimated Attendance Number: _____

10. Basis for estimate: _____

11. Will you be setting up a tent?

If yes, list the location, size, Rental Company, and proof of completion of locates.

12. Will there be any animals?

If yes, what type and how many: _____

13. Attach a detailed description of proposed event with map of the exact location of the event and/or route.

14. Description of plan for handling refuse collection and after-event clean-up:

15. Description of plan for providing event security (if applicable):

16. Will there be fireworks or pyrotechnics at your event?

If yes, please attach a fireworks display permit or application.

17. Will your event include the sale of beer and/or wine?

If yes, please attach a completed Temporary Alcohol License & Temporary Operator License Application.

18. Will you or any other vendors be selling food or merchandise?

If yes, please attach list of proposed vendors, including business name and type of food/merchandise sold.

19. Do you intend to use the available picnic tables and benches in the location?

Continue to next page...

Section III- STREET USE

☐ **Check if this section does not apply**

Required for any event using a public street. Per Sec. 62-243 of the municipal code, this application must include the following attachments:

- ☐ Certificate of Comprehensive General Liability Insurance with the City, its employees and agents as additional insured with coverage for contractual liability with minimum limits of \$500,000 per occurrence for bodily injury and property damage limits of \$250,000 per occurrence.
- ☐ Petition signed by more than half of the residential dwelling units and/or commercial units residing along that portion of the street designated for the proposed use or whose property is denied access by virtue of the granting of the permit.

1. Description of portion(s) of road(s) to be used:

Road closures must include rental of barricades; must be coordinated with the City of Lake Geneva Department of Public Works

2. Will any parking stalls be used or blocked during the event?

Parking Stall daily fees or bagging of Parking Stall fees are not included with the event permit fee; arrangements must be made with the City of Lake Geneva Parking Manager

Dates of Use: _____

Total Number of Parking Stalls being Requested: _____

Parking Stall Number(s) and Location: _____

3. Description of Signage to be used during event: _____

**The use of City Street Banner poles will require a separate, complete Street Banner Display Application*

4. Anticipated Services

Please indicate below any additional services you are requesting for your event. Estimated Fees or Deposits for these services may be required prior to issuance of permit(s)

☐ **Electricity;** Explain: _____

☐ **Water;** Explain: _____

☐ **Traffic Control;** Explain: _____

☐ **Police Services;** Explain: _____

☐ **Fire/EMS Services;** Explain: _____

☐ **Other;** Explain: _____

***Please note:** The City of Lake Geneva, the Police Department and/or Fire Department have the right to cancel an event due to inclement weather or any safety risk.

***All Parks and Public Spaces must be left the way they were originally found. A credit card is required to be placed on file with the City Clerk's office should the park or public space incur any damage or has not been cleaned up. Any charges will be communicated to the card holder prior to credit card processing.**

Name on Card: _____

Credit Card #: _____

Expiration Date: ____/____ **CVV#:** _____

Billing Address: _____

City, State, Zip Code: _____

The applicant for her/himself and for other persons, organizations, firms and corporations, if any listed in this application, being of sound mind and body, do hereby freely, voluntarily and knowingly, now and for all times, fully save and hold harmless and defend, the CITY OF LAKE GENEVA, a Wisconsin Municipal Corporation located in the Walworth County, and each and every of its elected and appointed officials, employees, representatives, agents, heirs, and assigns, jointly and severally from and against any and all claims, causes of action, actions, liabilities, demands, losses, damages, and/or expenses of whatsoever kind and nature including counsel or attorneys' fees, which I have or may, at any time, incur or sustain arising from, resulting from, incurred in consequence of, or pertaining to, any and all intentional and negligent acts, omissions, incidents, activities and transactions, of whatever kind and nature, direct or indirect, of mine own and those of or by the CITY OF LAKE GENEVA, and each and every of its elected and appointed officials, employees, representatives, and agents, regardless of when or where, occurring or arising from this event.

Applicant Signature: _____ **Date:** _____

Revised application: 12/3/2024

For Office Use Only

Date Filed with Clerk: _____ **Payment Amount: \$** _____

Receipt #: _____

City Clerk/Administrator Signature: _____ Date: _____

☐ Approve ☐ Denied Notes: _____

Police Chief Signature: _____ Date: _____

☐ Approve ☐ Denied Notes: _____

Fire Chief Signature: _____ Date: _____

☐ Approve ☐ Denied Notes: _____

DPW Signature: _____ Date: _____

☐ Approve ☐ Denied Notes: _____

Parking Signature: _____ Date: _____

☐ Approve ☐ Denied Notes: _____

Harbormaster Signature: _____ Date: _____

☐ Approve ☐ Denied Notes: _____

Tier I & Tier II Events Only:

FLR Meeting Date: _____

Council Meeting Date: _____

City of Lake Geneva- Event Permit

Save the Date Form

Per the City of Lake Geneva Event Permit Policy, events held annually have the ability to reserve future dates for that event no more than three years after the current event being applied for.

Completion of this form is not meant to replace the application process for a City of Lake Geneva Event permit. A new event permit application will need to be completed for every future event.

Event Name: _____

Event Date: YR 20____: _____

YR 20____: _____

YR 20____: _____

All Park Facilities: _____

Name of Sponsoring Organization: _____

If Non-profit or Not-for-Profit: Tax ID / EIN #: _____

Contact First Name: _____ Last Name: _____

Phone/Mobile: _____

Email: _____

Notes/Request: _____

Memo

To: City Clerk, Lacey Reynolds

From: Chief Gritzner

Date: 01/21/2025

Re: Forbeck Foundation Half Marathon/5k

City Clerk Reynolds:

Our department has reviewed the application for the Forbeck Foundation Half Marathon/5K for June 8th, 2025.

This is an extremely large event requesting multiple full road closures covering a large portion of the City concluding in the BID district. At minimum, we believe there would need to be 45 police officers to ensure safety and proper traffic rerouting during this event. We would only be able provide 20 officers/community service officers for the event. The remaining resources would need to be provided by outside agencies.

In addition, this event is scheduled on the same day as the Badger High School graduation ceremony which draws a large crowd and many visitors to the City. Although the times do not overlap, we suspect the hard road closures to cause disruption leading up to the graduation. Graduation begins at 1:30pm and the Forbeck permit is requesting complete northbound lane closure of South Lakeshore Drive from Big Foot Beach State Park to Baker Street until 12:30pm.

I spoke to Chief Peters at the Fire Department. He stated he would not be able to provide EMS for this event and could only provide incident management support.

We have suggested to this organization alternate routes for the marathon to relieve the manpower burden on complete road closures. Those suggestions have been disregarded.

At this time, absent significant adjustments, I do not believe our department can provide the necessary resources for such a large scale event to ensure the safety of those participating and the large crowds it is sure to draw.



MEMORANDUM

To: Lacey Reynolds, City Clerk

From: John Peters, Fire Chief

Date: 1/22/2025

Re: Forbeck Foundation Half Marathon/5k

Our department has reviewed the application for the Forbeck Foundation Half Marathon/5K for June 8th, 2025. At this time, absent significant adjustments, I do not believe our department can provide the necessary resources for such a large-scale event to ensure the safety of those participating and the large crowds it is sure to draw.

This determination is based upon the following:

1. We do not have the capability to provide the requested medical support and ambulances required for the size and scope of this event.
2. This event would adversely effect our ability to respond to our routine requests for service.
3. Numerous road closures and traffic congestion would adversely effect our response times.

We have discussed our concerns with the organizer and provided alternative options for medical support and ambulance coverage. Additionally, we advised them the State would require a Special Event EMS Operational Plan, and an approved copy would need to be provided to use following their review.

The Department did however offer to provide Incident Command Support/Administrative support.

Please feel free to contact me should you have any further questions.

City of Lake Geneva Public Works
1065 Carey St. Lake Geneva WI. 53147
www.cityoflakegeneva.gov

Jan. 20, 2025

Re; Forbeck Half Marathon

DPW agrees that the Forbeck Foundation is a worthy cause and has successfully engaged in similar activities at other locations over the years.

However, the City of Lake Geneva is a unique venue and I have several reservations regarding the timing and execution of the event, I will concentrate on the downtown area and DPW issues only.

On the downtown route, the request is for full closure of Main St, STH 50 from S Lake Shore Dr to Elmwood. This essentially cuts off any west bound access from US 12 to the downtown area as there would be no opportunity to turn north and go around the route west of S Lake Shore. All west bound traffic would need to turn south on Wells St. with no alternatives to get north of Main St. Edwards Blvd would be the last opportunity to turn north and come into downtown. East bound traffic would have a similar issue east of Elmwood. Traffic would need to turn north on Forrest and would have no opportunity to re-access Main St unless they travelled north on Williams to the by-pass. As always, the lake is our biggest asset, but can be a hindrance in rerouting traffic.

As all intersections on Main St from S LSD to Elmwood would be full closure, all intersections between the two roads would need to be fully blocked (either by persons or signage) as well as warning signs when approaching the area. (ie; Road Closed Ahead) Main St would also need to be closed prior to 6am when parking starts and in the permit south side parking is referenced, but both north and south sides would be needed. (this is a parking issue and DPW will not elaborate)

Intersections affected on Main St. would be; S LSD, (south) Mill St, (north) Center St., (north and south) Broad St., (north and south) Cook St., (north and south) Madison St., (north) Warren St. (north) Maxwell St., (north) Elmwood, (north)

These do not include the 16 intersections in the Sturwood and Maple Park area neighborhoods.

Sections of roads that would be in the middle of the full closures include;

1200 block of Wisconsin

11, 12, 1300 block of Dodge

Franklin St. entire route

200 block of Madison

200 Block of Warren

200 block of Maxwell

500 block of Maxwell

Will parking/access be allowed in these areas during the event? If so, how will it be managed?

Notice to residents should certainly be discussed in these areas as well as warning signs in several locations heading towards the event from all directions.

DPW does not have enough barricades, signs, etc. to supply this event, the applicant would need to contact a sign vendor.

With all these items being questioned, DPW cannot suggest approval at this time.

Tom Earle, DPW





January 14, 2025

To:

Mayor Krause & Members of the City Council
City of Lake Geneva
626 Geneva St. Lake Geneva WI, 53147

Subject: Inability to Support Forbeck 5k & Half Marathon Event

Dear Mayor & Council Members,

I am writing to inform you that after a thorough review of the proposed event permit for the Forbeck 5k & Half Marathon, scheduled for June 8, 2025, it has been determined despite our commitment to contributing to the success of city events, the scope of this particular event exceeds the available resources and capacity of the Parking Department.

We anticipate several significant negative impacts:

- The reduction of available City parking by 580 spaces without an alternate parking plan provided for the displaced vehicles; with no viable parking alternatives in close proximity to the event venue, this poses significant challenges for attendees and city operations.
- The race route significantly impacts all major access points to Flat Iron Park, and as a result, the safe and efficient operation of a shuttle service cannot be ensured.
- The boat launch and trailer parking lot will be completely inaccessible during the event, impacting recreational boaters.
- The Methodist Church at the corner of Cook and Geneva Streets will be blocked on Sunday morning, preventing access to the church for services.
- Conflict with Badger High School's graduation events, which may exacerbate parking and traffic congestion, creating further challenges for both events.
- Access to the beach will be severely limited, affecting public use of this popular space.

Without a viable parking solution and adjustments to address accessibility concerns, we anticipate major congestion, safety risks, and a negative impact on the event and public services. The event cannot proceed as planned without resolving these critical issues. It may be beneficial to collaborate with event organizers to consider relocation of the event, or entertain using an alternate race route.

Thank you for your understanding.

Sincerely,

Beth Gehris-Padro
Parking Operations Manager
City of Lake Geneva, Parking Department



City of Lake Geneva

Lakefront: Office of the Harbormaster

626 Geneva Street Lake Geneva, WI 53147

January 20, 2025

To: Mayor Krause & Members of the Lake Geneva City Council

Subject: Forbeck 5k & Half Marathon Event

I am writing to share a few concerns following a review of the proposed event permit for the Forbeck 5k & Half Marathon scheduled **on June 8, 2025**. Although Lakefront may be minimally affected compared to other departments, it could still experience some revenue loss, so I would like to bring these potential impacts to your attention for consideration during the approval process. I have also included possible solutions for each concern.

First, the requested race route starts and finishes on Wrigley Drive, directly impacting the boat launch and requiring its closure for the duration of the event. This closure limits boaters' access to the lake and is projected to result in approximately \$250.00 in lost revenue from daily launch fees. Boaters would be directed to other launch sites around the lake instead. To facilitate this transition, the City could use social media, signage, and community alerts to notify the public about the closure.

Second, the route may temporarily disrupt access to the beach, slips and buoys, boat rentals, and other local businesses. It is difficult to predict how this will affect beach sales, given that sales depend on weather and lake temperature variables. However, since many event participants and spectators may also visit the beach during their stay in our community, the impact could be neutral or even positive. One suggested mitigation measure is to adjust the marathon route to avoid Wrigley Drive altogether, thereby lessening its impact on Lakefront access.

Therefore, I recommend that the City Council address these concerns with High Altitude Special Events Management. However, the Lakefront concerns are minimal compared to other departments; thus, other departments' concerns should take precedence.

Thank you for your time and attention,

A handwritten signature in black ink, appearing to read "Erick Nicia".

Erick Nicia

Harbormaster

City of Lake Geneva, Lakefront



**CITY OF LAKE GENEVA
CITY CLERK'S OFFICE**

626 Geneva Street
Lake Geneva, WI 53147
262.248.3673

Date: January 24, 2025

To: City Council

Re: Forbeck Foundation 5k & ½ Marathon Event Permit Application

The Forbeck Foundation Event Permit Application was submitted to the Clerk's Office on May 9, 2024. Departmental review occurred during May and the beginning of June 2024. All departments either opted to wait to approve or deny pending City Committee and Council approval or signed for approval noting additional requirements and/or limitations. The application was then recommended for approval by the Finance, Licensing, and Regulation Committee (FLR) on June 18, 2024, with the condition that the departmental concerns be appropriately resolved prior to Council consideration.

Since the FLR meeting, the applicant and City staff have had meetings and conversations to find solutions to the various concerns. The applicant then submitted an updated application on December 10, 2024, which was provided to the City departments for the opportunity to review the updates and provide feedback. Even though there are still concerns to address, this can no longer wait to be considered by the Council.

The outstanding issues in which the Clerk's Office is involved are the Petition and the Temporary Alcohol License. The applicant has been in contact with the Clerk's Office and actively working on both. Since the successful completion of the Petition is subject to the approval of the route, and a Temporary Alcohol License would be subject to the approval of the event in general, both can be addressed subsequent to the resolution of the other departmental concerns.

Respectfully submitted,
Vanessa Jahns, Deputy City Clerk

Alcohol Beverage License and
Permit Transfer Application

Date

Use this form to transfer a municipally-issued alcohol beverage retail license to a different person. Also use this form to transfer a retail license or a state-issued alcohol beverage permit to another physical location. Submit this form only to the issuing authority.

Transfer Type (check one) ☐ Person-to-Person (no fee) ☒ Place-to-Place (\$10 fee)		Fees	
Type of Authorization to transfer (check one) ☒ Municipal Retail License ☐ State Issued-Permit		Transfer Fees	\$ 10.00
Name of License/Permit (e.g. "Class A" Liquor or Brewery) Class B and Class C		Publication Fee	\$ 25.00
Current License/Permit Number BBBeerCwine-22		Background Check	\$
		Total Fees	\$ 35.00

Part A: Current Business Information

1. Legal Business Name (individual name if sole proprietor) Lake Geneva Billiard Club			
2. Business Trade Name or DBA Lake Geneva Billiard Club "High Rollers Suite"			
3. License/Permit Number [REDACTED]			
5. Entity Type (check one) ☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☒ Corporation ☐ Nonprofit Organization			
6. Premises Address 772 W. Main St. Suite 04			
7. City Lake Geneva		8. State WI	9. Zip Code 53147
10. County Walworth		11. Governing Municipality ☒ City ☐ Town ☐ Village of: Lake Geneva	
12. Premises Phone 262-745-8893		13. Premises Email [REDACTED]	
14. Contact Person Name Kurt Jennison		15. Website LakeGenevaBilliards.com	
16. Contact Person Phone [REDACTED]		17. Contact Person Email [REDACTED]	

Complete EITHER Part B OR Part C, based on the type of transfer you selected at the top of this form.

Part B: Transfer from Person-to-Person New Business Information

1. Reason for license transfer (check one) ☐ Death ☐ Disability ☐ Foreclosure ☐ Assignment to Creditor ☐ Bankruptcy			
2. Legal Business Name of New Licensee (individual name if sole proprietorship)			
3. New Licensee Phone		4. New Licensee Email	
5. Has the new licensee completed AB-100? Submit a completed Form AB-100 with this form ☐ Yes ☐ No			
6. Has the new licensee completed AB-200? Submit a completed Form AB-200 with this form ☐ Yes ☐ No			

Continued →

Part C: Transfer from Place-to-Place New Premises Information

1. New Premises Address

772 W. Main St. Suite 04

2. City

Lake Geneva

3. State

WI.

4. Zip Code

53147

5. New Premises Phone

262-745-8893

6. Premise Email

[REDACTED]

7. New Premises Description - Describe the building or buildings and any outside areas where alcohol beverages are produced, sold, stored, or consumed, and where records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

We would be moving our Private Room From The 3rd Floor "Suite 302" to "Suite 04" which is closer to our main suite of operations "Suite 01". Logistically this move makes more sense for our staff, the building and general organization/control of our events, tournaments, private parties, etc. ...

- Alcohol will be stored in maint. closet ^{Licensed}
- Alcohol will be served & stored from waitress/server
- All records will remain in Suite 01 office.

Part D: Attestation

One of the following must sign and attest to this application:

• sole proprietor

• one general partner of a partnership

• one corporate officer

• one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license or permit. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name

Jennison

First Name

Kurt

M.I.

R

Title

owner

Email

[REDACTED]

Phone

Signature

[Signature]

Date

7/26/24

Part E: For Clerk Use Only

Date Application Was Filed With Clerk

License Number

Date License Granted

Date License Issued

Signature of Clerk/Deputy Clerk

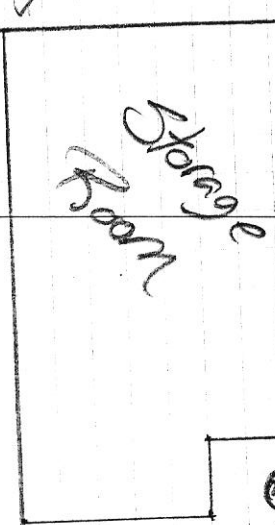
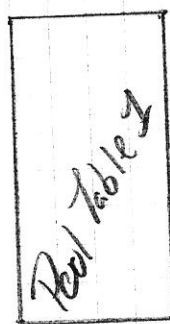
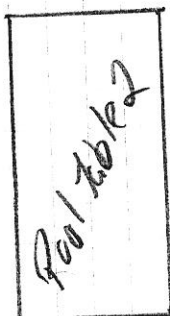
Date

772 W. Main St.
Suite 04
Lake Geneva, WI 53147

Floor Plan For High Rollers
Room.

Kurt 10/11/24

Pool Cue Pro Shop
with Display Case.

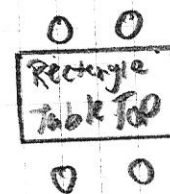
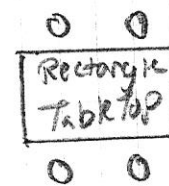
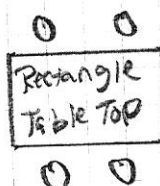
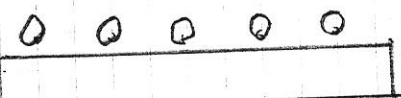


Arcade area



Utility
Maintenance
Room

Hallway
Door



Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	Lake Geneva
License Period	7/1/24-6/30/25

License(s) Requested: (up to two boxes may be checked)

- ☒ Class "A" Beer \$ 100 ☐ Class "B" Beer \$ _____
- ☒ "Class A" Liquor \$ 500 ☐ "Class B" Liquor \$ _____
- ☐ "Class A" Liquor (cider only) \$ _____ ☐ Reserve "Class B" Liquor \$ _____
- ☐ "Class C" Liquor (wine only) \$ _____

Fees	
License Fees	\$ <u>600</u>
Background Check Fee	\$
Publication Fee	\$ <u>25</u>
Total Fees	\$ <u>625</u>

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)

TRIDEV LLC

2. Business Trade Name or DBA

GENEVA GAS MART

3. FEIN

4. Wisconsin Seller's Permit Number

456-1031877032-04

5. Entity Type (check one)

☐ Sole Proprietor ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

6. State of Organization

WISCONSIN

7. Date of Organization

11-18-2024

8. Wisconsin DFI Registration Number

9. Premises Address

1231 GRANT ST

10. City

LAKE GENEVA

11. State

WI

12. Zip Code

53147

13. County

WALWORTH

14. Governing Municipality: ☒ City ☐ Town ☐ Village
of: LAKE GENEVA

15. Aldermanic District

16. Premises Phone

608-322-9442

17. Premises Email

tristavinc2@gmail.com

18. Website

N/A

19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.

located in the office, Backroom, on counter, Below counter, By North Entrance, on shelves, cooler, FLOOR ACROSS cooler of 3300 sq. ft. Building

20. Mailing Address (if different from premises address)

21. City

22. State

23. Zip Code

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. ☐ Yes ☒ No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed?	☐ Yes ☐ No
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed?	☐ Yes ☐ No

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol or beverages. ☐ Yes ☒ No If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.			
3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? ☐ Yes ☒ No If yes, provide the name of the restricted investor and describe the nature of the interest.			
4. Is the applicant business owned by another business entity? ☐ Yes ☒ No If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.			
4a. Name of Business Entity		4b. Business Entity FEIN	
5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. <u>Former Agent</u> ☒ Yes ☐ No			
6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ☒ No			
7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No			
Part C: Individual Information			
List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary. Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.			
Last Name	First Name	Title	Phone
PATEL	PRADIPKUMAR	OWNER	
PATEL	CHETNA	CO OWNER	
Part D: Attestation			
One of the following must sign and attest to this application: • sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC			
READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.			
Last Name PATEL		First Name PRADIPKUMAR	
Title OWNER		M.I. S	
Email		Phone	
Signature <i>Pradip Patel</i>		Date 12/6/2024	
Part E: For Clerk Use Only			
Date Application Was Filed With Clerk 12/6/24	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	

Alcohol Beverage
Appointment of Agent

Date

Agent Type (check one)

- ☒ Original (no fee) ☐ Successor (\$10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

TRIDEV LLC

2. Business Trade Name or DBA

GENEVA GAS MART

3. Entity Type (check one)

- ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization

4. Alcohol Beverage Business Authorization (check one)

- ☒ Municipal Retail License ☐ State Permit

5. If successor agent, provide State Permit or Municipal Retail License Number

7231 Grant St. Lake Geneva, WI, 53147

6. Describe the reason for appointing a successor agent, if successor is checked above.

NEW OWNER

Part B: Agent Information

1. Last Name

PATEL

2. First Name

PRADIPKUMAR

3. M.I.

S

4. Email

5. Phone

8. State

WI

9

11. Drivers License/State ID Number

12. Drivers License/State ID State of Issuance

WISCONSIN

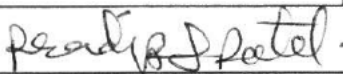
Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? ☒ Yes ☐ No
Submit proof of completion.
2. Have you completed Form AB-100, *Alcohol Beverage Individual Questionnaire*? ☒ Yes ☐ No
Submit a completed Form AB-100 with this form.
3. Have you been a Wisconsin resident for at least 90 continuous days? ☒ Yes ☐ No
See instructions for exceptions.

Continued →

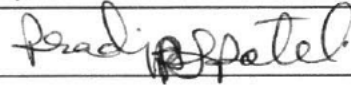
Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name PATEL	First Name PRADIPKUMAR	M.I. S
Title OWNER	Email 	Phone 
Signature 		Date 12/6/2024

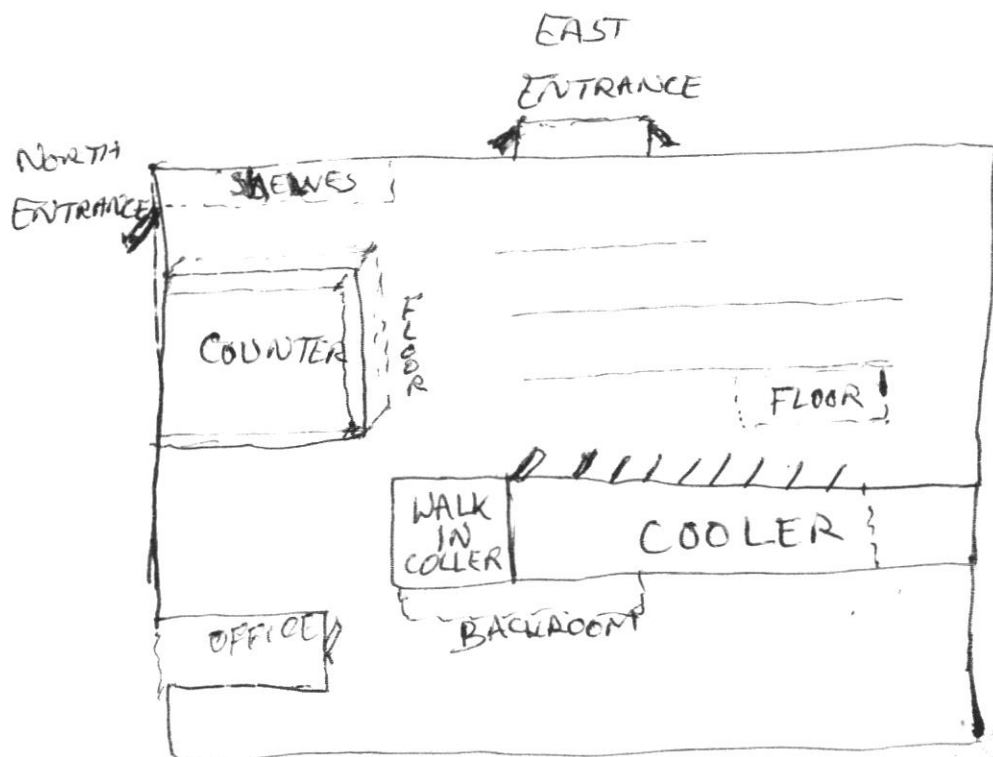
Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name PATEL	First Name PRADIPKUMAR	M.I. S
Signature 		Date 12/6/2024



GENEVA GAS MART
1231 GRANT ST.





Complimentary Riviera Ballroom Event Request

Date of Event: Tuesday, January 28, 2025 - Sunday, February 2, 2025

Hours of Event: 6:00 am - 5:00 pm

Name of Event: Lake Geneva Winterfest

Person(s) Responsible: VISIT Lake Geneva - Brie Pacey

Address: 527 Center St, Lake Geneva WI 53147

Phone Number: Office (262) 812-0023

Email: brie@visitlakegeneva.com

Estimated number of guests attending : 65,000

Food to be served? Yes/No - YES

Liquor to be served? Yes / No (no cash bar) - NO

Value of Request (See The Riviera Ballroom website for rental rates) : \$1,000 (non-profit weekday event)

*Valid for no charge events that will be open to the public or part of a community enrichment special event. Special event permit to be applied for separately, if applicable.

Completed forms to be submitted to lakegenevariviera@gmail.com to begin the approval process.

Approval from Finance, Licensing & Regulations Committee, Date: _____

Approval from Common Council, Date: _____



Memo

To: Piers, Harbors and Lakefront Committee

From: David De Angelis, Interim Administrator

cc: Harbormaster Erick Nicia

Date: January 8, 2025

Re: Riviera Lease Renewals

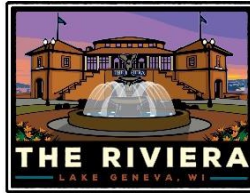
All of the Riviera space leases are currently up for renewal for the term of 2025 to 2027. Currently all lessees have agreed to the new terms and conditions which include the three-year term and the 5% increase from last year's rate. (see included sample lease) The new base rate of \$52.87 per square foot for business space and \$20.36 per square foot for storage is set to adjust per CPI-U in 2026 and 2027. I have not been informed of any issues with any of our current tenants and all of them are excited to continue as businesses in Lake Geneva at the Riviera. These new leases will bring all the lessees on to the same lease cycle moving forward, which is my understanding was one of the reasons for the one-year leases for both Gage Marine and Dinky Donuts. There was a request for a longer lease of 5 or 10 years for Gage Marine which I am not recommending at this time. It should also be noted that there was a request from Dinky Donuts to add a menu item which was agreed to as not being a material conflict with any other tenants.

The current list of lessees are:

Going Bananas
Riviera Beach Shop
Dockside Gifts
Cheese Box
KC Sweets
Gage Marine
Dinky Donuts

I am requesting at this time the Piers, Harbors and Lakefront Committee forward all of the leases to the Finance, Licensing and Regulation Committee for recommendation and approval to the Common Council.

Please feel free to contact me if you have any questions.



CITY OF LAKE GENEVA RIVIERA CONCOURSE LEASE

THIS AGREEMENT made this day of January **XX**, 2025 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 Iwona Bialous-Gogolewski, whose address is 14607 Emery Lane, Woodstock, IL 60098, 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 "A", being an area of 191 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, of 2025, 2026 and 2027

3. LESSEE shall pay as annual rent as follows:

- 2025 season \$10,098.17 (\$ 52.87 per sq. ft.)
- 2026 season: 2025 rate adjusted by Consumer Price index CPI-U September to September
- 2027 season: 2026 rate adjusted by Consumer Price Index CPI-U September to September

In no case will annual increases be less than two percent (2%) more than five percent (5%)

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):
Iwona Bialous-Gogolewski
14607 Emery Lane
Woodstock, IL 60098
(773) 720-4646
ibgreality1@aol.com

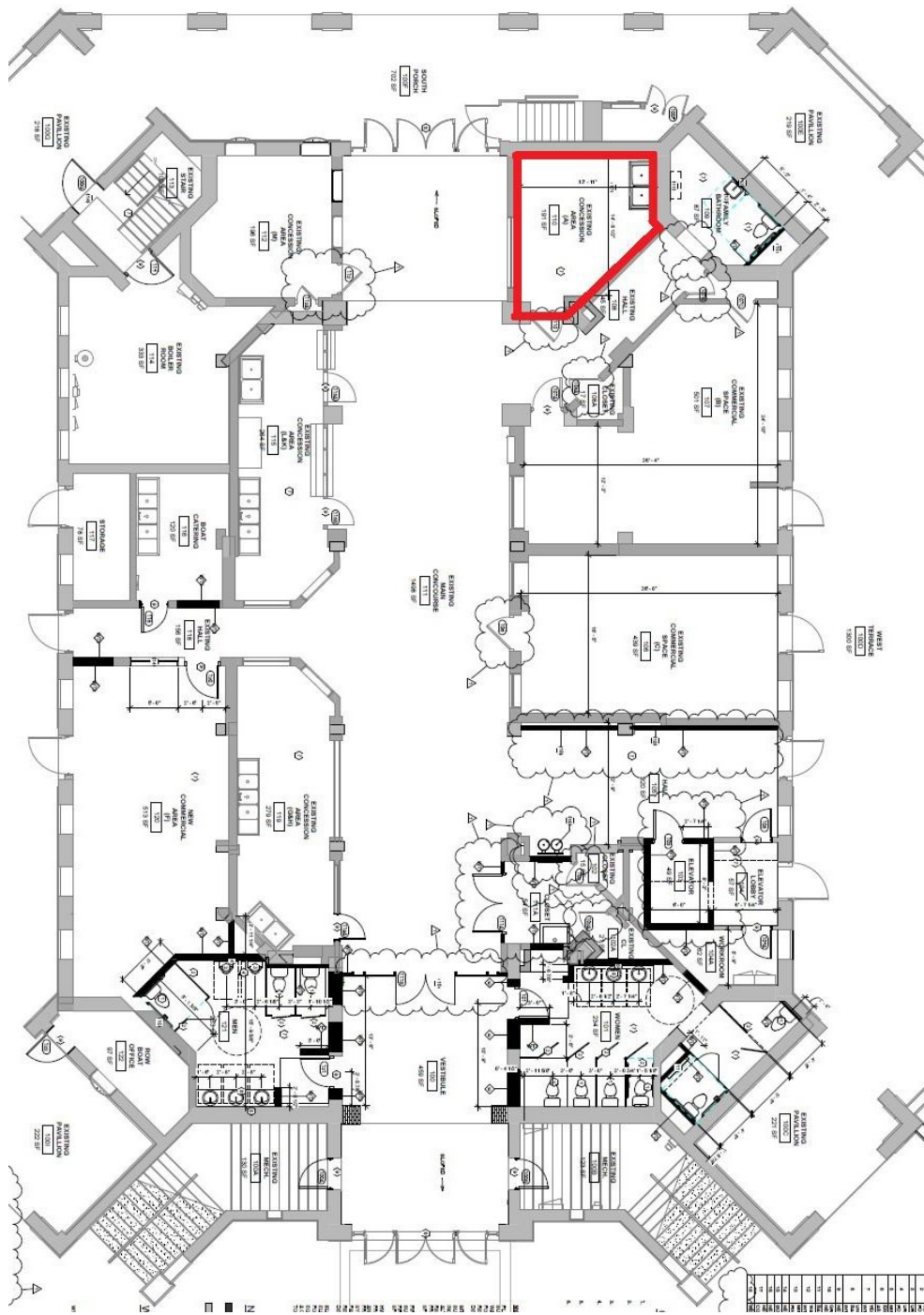
IN WITNESS WHEREOF, the City Council of the CITY OF LAKE GENEVA has caused this indenture to be executed by its City Administrator, and countersigned by the City Clerk, and _____ Lessee by _____ has executed this indenture on the date first above written, and all parties represent that each of the signers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

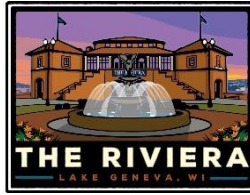
For the CITY OF LAKE GENEVA

Lessee:

Attest:

Lacey Reynolds, City Clerk





CITY OF LAKE GENEVA RIVIERA CONCOURSE LEASE

THIS AGREEMENT made this day of January **XX**, 2025 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 Del Ruth Carlson, whose address is 208 E Main, Rochester Wi. 53167, 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 "L & K", being an area of 264 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, of 2025, 2026 and 2027.

3. LESSEE shall pay as annual rent as follows:

- 2025 season \$13,957.68 (\$52.87 per sq. ft.)
- 2026 season: 2025 rate adjusted by Consumer Price index CPI-U September to September
- 2027 season: 2026 rate adjusted by Consumer Price Index CPI-U September to September

In no case will annual increases be less than two percent (2%) more than five percent (5%)

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):
Del Carlson
KC Enterprise
208 E Main, Rochester Wi. 53167
262-903-5370
kcarlson11@wi.rr.com

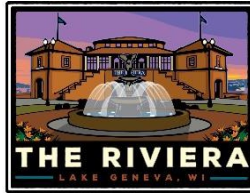
IN WITNESS WHEREOF, the City Council of the CITY OF LAKE GENEVA has caused this indenture to be executed by its City Administrator, and countersigned by the City Clerk, and _____ Lessee by _____ has executed this indenture on the date first above written, and all parties represent that each of the signers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

For the CITY OF LAKE GENEVA

Lessee:

Attest:

Lacey Reynolds, City Clerk



CITY OF LAKE GENEVA RIVIERA CONCOURSE LEASE

THIS AGREEMENT made this day of January **xx**, 2025 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 Del Ruth Carlson, whose address is 208 E Main, Rochester Wi. 53167, 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 Storage Space "O", being an area of 78 square feet, for the sole purpose of storing products that will be sold to consumers from space "L&K". 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, of 2025, 2026 and 2027.

3. LESSEE shall pay as annual rent as follows:

- 2025 season \$1,588.08 (\$20.36 per sq. ft.)
- 2026 season: 2025 rate adjusted by Consumer Price index CPI-U September to September
- 2027 season: 2026 rate adjusted by Consumer Price Index CPI-U September to September

In no case will annual increases be less than two percent (2%) more than five percent (5%)

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):
Del Carlson
KC Enterprise
208 E Main, Rochester Wi. 53167
262-903-5370
kcarlson11@wi.rr.com

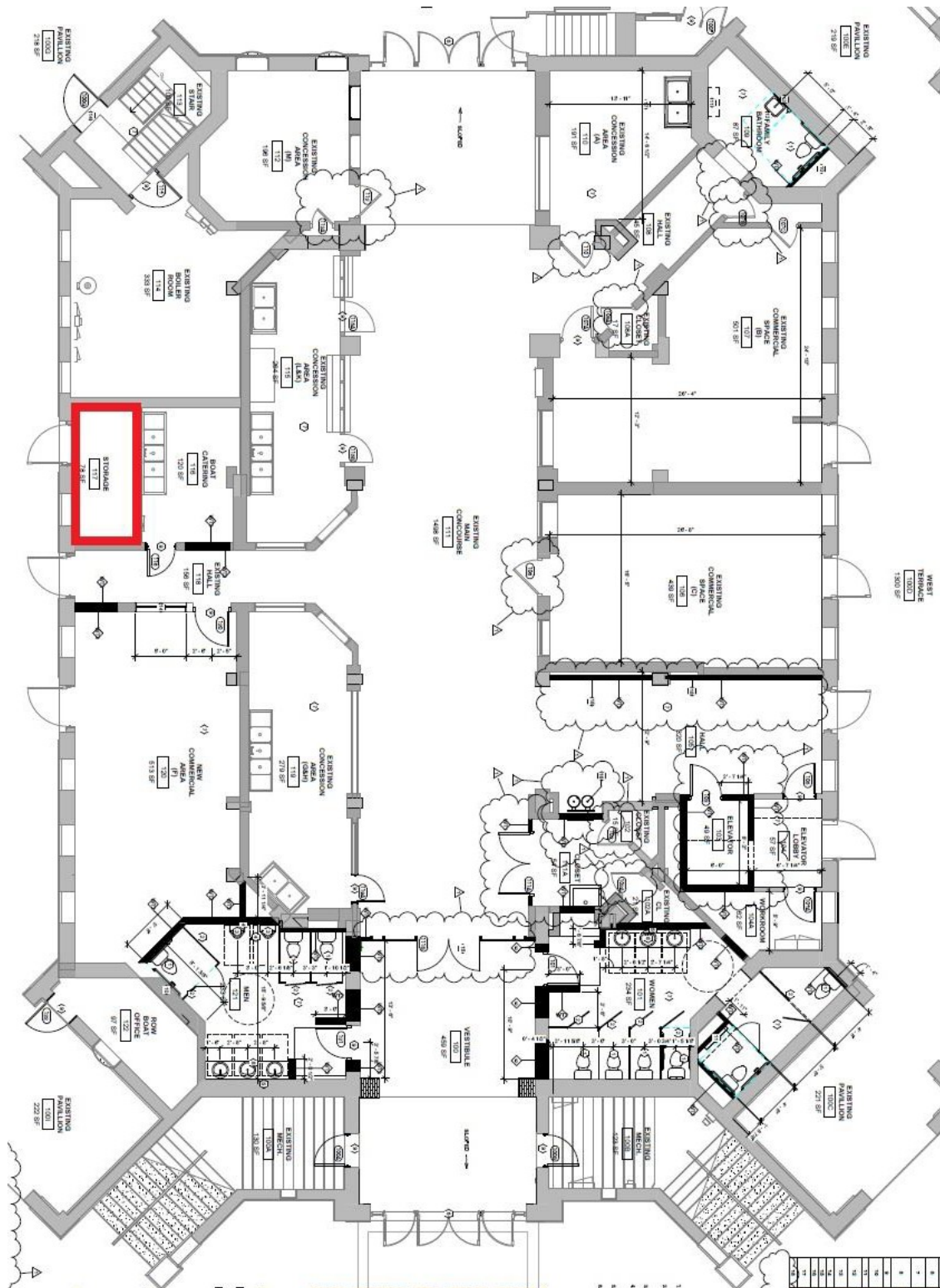
IN WITNESS WHEREOF, the City Council of the CITY OF LAKE GENEVA has caused this indenture to be executed by its City Administrator, and countersigned by the City Clerk, and _____ Lessee by _____ has executed this indenture on the date first above written, and all parties represent that each of the signers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

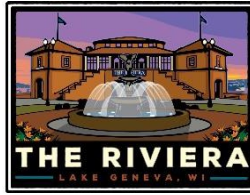
For the CITY OF LAKE GENEVA

Lessee:

Attest:

Lacey Reynolds, City Clerk





CITY OF LAKE GENEVA RIVIERA CONCOURSE LEASE

THIS AGREEMENT made this day of January **XX**, 2025 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 & Cheri Borowiec, whose address is 801 S Wells St 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 “B”, being an area of 501 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, of 2025, 2026 and 2027.
3. LESSEE shall pay as annual rent as follows:

- 2025 season: \$26,487.87 (\$52.87 per sq. ft. x 501sq.ft.)
- 2026 season: 2025 rate adjusted by Consumer Price index
- 2027 season: 2026 rate adjusted by Consumer Price Index

In no case will annual increases be less than two percent (2%) more than five percent (5%)

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 it's 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 and Cheryl Borowiec
DBA The Cheese Box / Queso Corp
801 S Wells St Lake Geneva WI 53147
262-248-34440
info@cheesebox.com

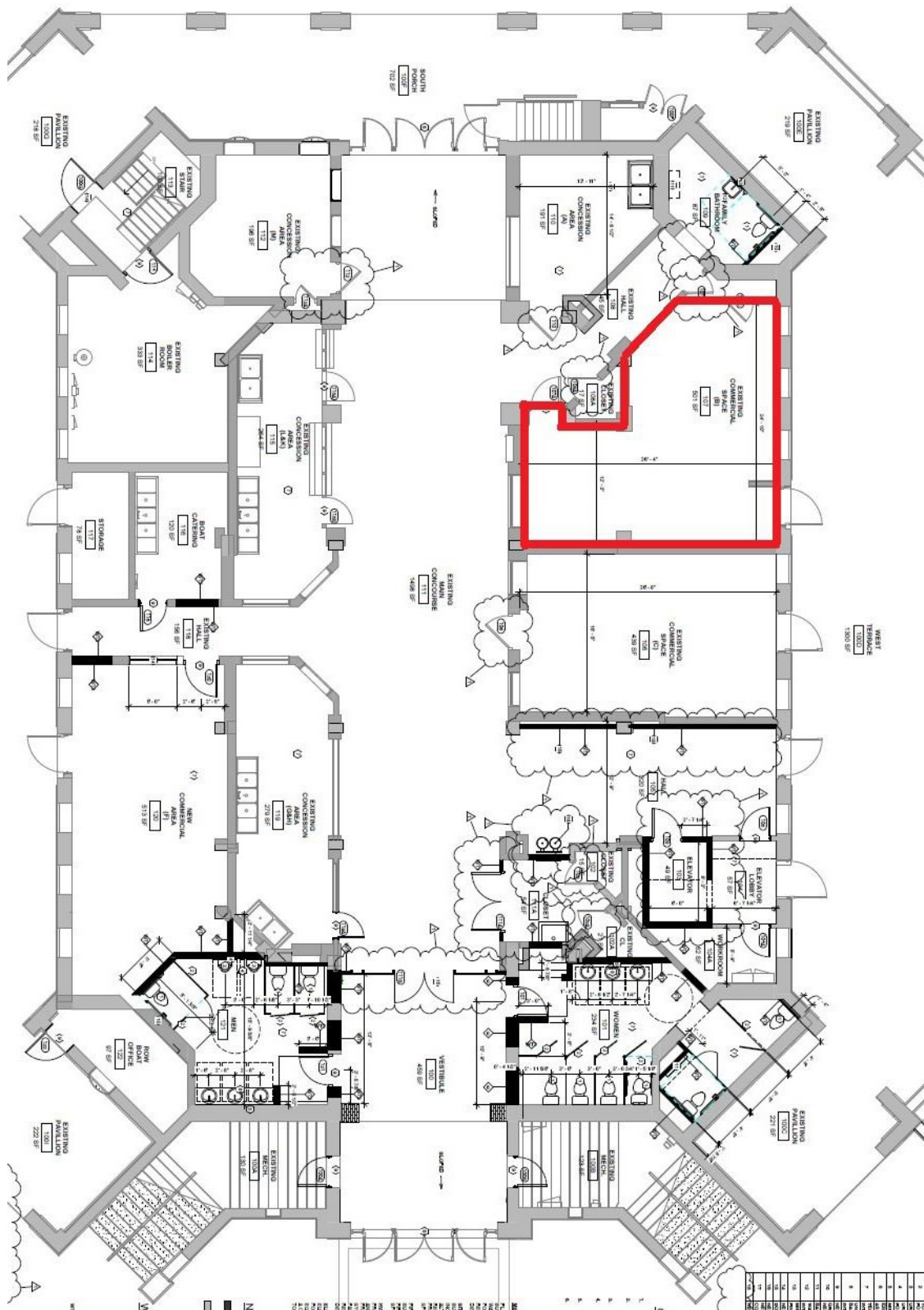
IN WITNESS WHEREOF, the City Council of the CITY OF LAKE GENEVA has caused this indenture to be executed by its City Administrator, and countersigned by the City Clerk, and _____ Lessee by _____ has executed this indenture on the date first above written, and all parties represent that each of the signers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

For the CITY OF LAKE GENEVA

Lessee:

Attest:

Lacey Reynolds, City Clerk



CITY OF LAKE GENEVA

RIVIERA CONCOURSE LEASE

THIS AGREEMENT made this day of January XX, 2025 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 Catherine Griffith and Paul Ochalek, whose address is W3648 Linnwood Ave, 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, of 2025, 2026 and 2027.
3. LESSEE shall pay as annual rent as follows:
 - 2025 season \$10,362.52 (\$52.87 per sq. ft.)
 - 2026 season: 2025 rate adjusted by Consumer Price index CPI-U September to September
 - 2027 season: 2026 rate adjusted by Consumer Price Index CPI-U September to September

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) 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.

(d) 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.

9. 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.

10. 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 13.

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

12. 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 non-closed 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 13.

13. 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 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.

14. 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.

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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. All Notices shall 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):

Catherine Griffith and Paul Ochalek
W3648 Linnwood Avenue
Lake Geneva WI. 53147
greateggslakegeneva@gmail.com
Phone: 414-403-4045

Geneva Lake Mini Donut Company LLC
DBA Dinky’s Dough On The Dock

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

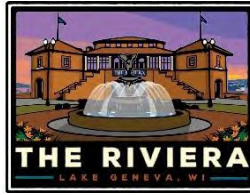
Lessee:

City Administrator

Lessee

Attest:

Lacey Reynolds, City Clerk



CITY OF LAKE GENEVA RIVIERA CONCOURSE LEASE

THIS AGREEMENT made this day of January XX, 2025 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, Yi Sheng Fang and Ying Ying Fang, whose address is 616 Wisconsin 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 "C", being an area of 439 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, of 2025, 2026 and 2027.

3. LESSEE shall pay as annual rent as follows:

- 2025 season: \$23,209.93 (\$52.87 per sq. ft. x 439 sq. ft.)
- 2026 season: 2025 rate adjusted by Consumer Price index CPI-U September to September
- 2027 season: 2026 rate adjusted by Consumer Price Index CPI-U September to September

In no case will annual increases be less than two percent (2%) more than five percent (5%)

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 it's 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):
Ying Ying Fang
Dockside Gifts
616 Wisconsin St, Lake Geneva, WI 53147
Cell: (262) 325 - 5022
ying.fang168@gmail.com
emergency number:(262) 325 – 5027 (Jia Xin Fang)
jiaxinfang13@gmail.com

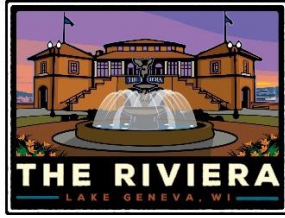
IN WITNESS WHEREOF, the City Council of the CITY OF LAKE GENEVA has caused this indenture to be executed by its City Administrator, and countersigned by the City Clerk, and Dockside Gifts, Lessee by Ying Ying Fang has executed this indenture on the date first above written, and all parties represent 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:

Lacey Reynolds, City Clerk



CITY OF LAKE GENEVA RIVIERA CONCOURSE LEASE

THIS AGREEMENT made this day of **January, XX 2025**, by and between the CITY OF LAKE GENEVA, a municipal corporation, whose principal place of business is 626 Geneva St., Lake Geneva, WI 53147, Lessor, hereinafter referred to as the CITY, and Gage Marine, whose address is 1 Liechty Drive, Williams Bay, WI 53191, 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 Storage Space "F", being an area of 512 square feet, for the sole purpose of storing tables, chairs and other non-food products (equipment / supplies) that will be used by Gage Marine in the operation of their business. The City reserves the right to deny storage of any items deemed unsafe in Space "F".

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, of 2025, 2026 and 2027.
3. LESSEE shall pay as annual rent as follows:
 - 2025 season \$10,424.32 (\$20.36 per sq. ft.)
 - 2026 season: 2025 rate adjusted by Consumer Price index CPI-U September to September
 - 2027 season: 2026 rate adjusted by Consumer Price Index CPI-U September to September

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.

2. A security deposit and key deposit in the amount of \$2,100.00 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.

3. 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.

4. 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.

5. 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.

6. Signs. No signs of any sort shall be permitted on the exterior or interior of the building related to Space "F".

Installation of window screening on the interior window facing the common area is required. Window screening must blur the view into Space "F" but allow natural sunlight to pass. No advertisements, images or logos are permitted on any window or door related to Space "F")

7. 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 items stored by Lessee on or from the leased premises. The Lessee shall submit a comprehensive list of all equipment, furniture and supplies stored in the leased premises.

11. LESSEE shall not permit any unattractive or unsanitary accumulation of trash, debris or litter on the leased premises.

12. The LESSEE shall store their items in a clean, safe, sanitary and business-like manner at all times. 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 20.

13. DAMAGE TO 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. PAINTING PROHIBITED: No painting of any sort will be allowed within the Space "F" without the prior written approval of the City of Lake Geneva Public Works Department.

15. OBSTRUCTIONS IN THE COMMON AREA: No 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 spaces.

16. 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.

17. 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.18

18. 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 it's designated contractor with all related costs being paid by reduction in the tenant's security deposit.

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

20. 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 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.

21. 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 December 31, 2024. 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.

22. If applicable, LESSEE shall procure at their own expense all necessary and required licenses, permits, and inspections prior to occupying Space "F".

23. 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.

24. 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.

25. 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.

26. 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.

27. 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 because of any such suits or actions.

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

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):

Agent: name Gage Marine
1 Liechty Drive
Williams Bay, WI
53191 262-245-5501
Gage Marine's primary email address for contact

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:

Lacey Reynolds, City Clerk

The floor plan illustrates the layout of the second floor. Key features include:

- Commercial Spaces (Blue):**
 - Cheese Box:** 235 SF
 - Dockside Gifts:** 441 SF
 - SPACE "F":** A large area on the left, outlined in red.
 - Riviera Beach Shop:** 146 SF
- Food Service (Purple):**
 - Nina's Popcorn & Funnels:** 146 SF
 - KC's Sweets / KC's Sweet 16 Ice Cream:** 146 SF
 - Going Bananas:** 41 SF
- Storage and Utility (Yellow):**
 - Storage:** 121 SF
 - Men's Office:** 97 SF
 - Men's and Women's Restrooms:** Located near the center-right.
 - Elevator Lobby:** 100 SF
 - Family Bathroom:** Located near the top right.
- Halls and Stairs:** Multiple hallways and stairwells are shown throughout the plan, including a large central hall.
- Other Labels:** "EXISTING PAVILION" is labeled at the corners, and "EXISTING CONCOURSE" is labeled in the central area.

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CITY OF LAKE GENEVA RIVIERA CONCOURSE LEASE

THIS AGREEMENT made this day of January **XX**, 2025 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 Kevin Singh & Joseph Hatten (OBA "Going Bananas"), whose address is 47 S. Treehouse Lane, Round Lake, IL. 60073, LESSEE and LESSEE.

WITNESS ETH

I. 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 "G & H", being an area of 279 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 ^{pt} through November 1st, of 2025, 2026 and 2027.

3. LESSEE shall pay as annual rent as follows:

- 2025 season \$14,750.73 (\$52.87 per sq. ft.)
- 2026 season: 2025 rate adjusted by Consumer Price index CPI-U September to September
- 2027 season: 2026 rate adjusted by Consumer Price Index CPI-U September to September

In no case will annual increases be less than two percent (2%) more than five percent (5%)

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.

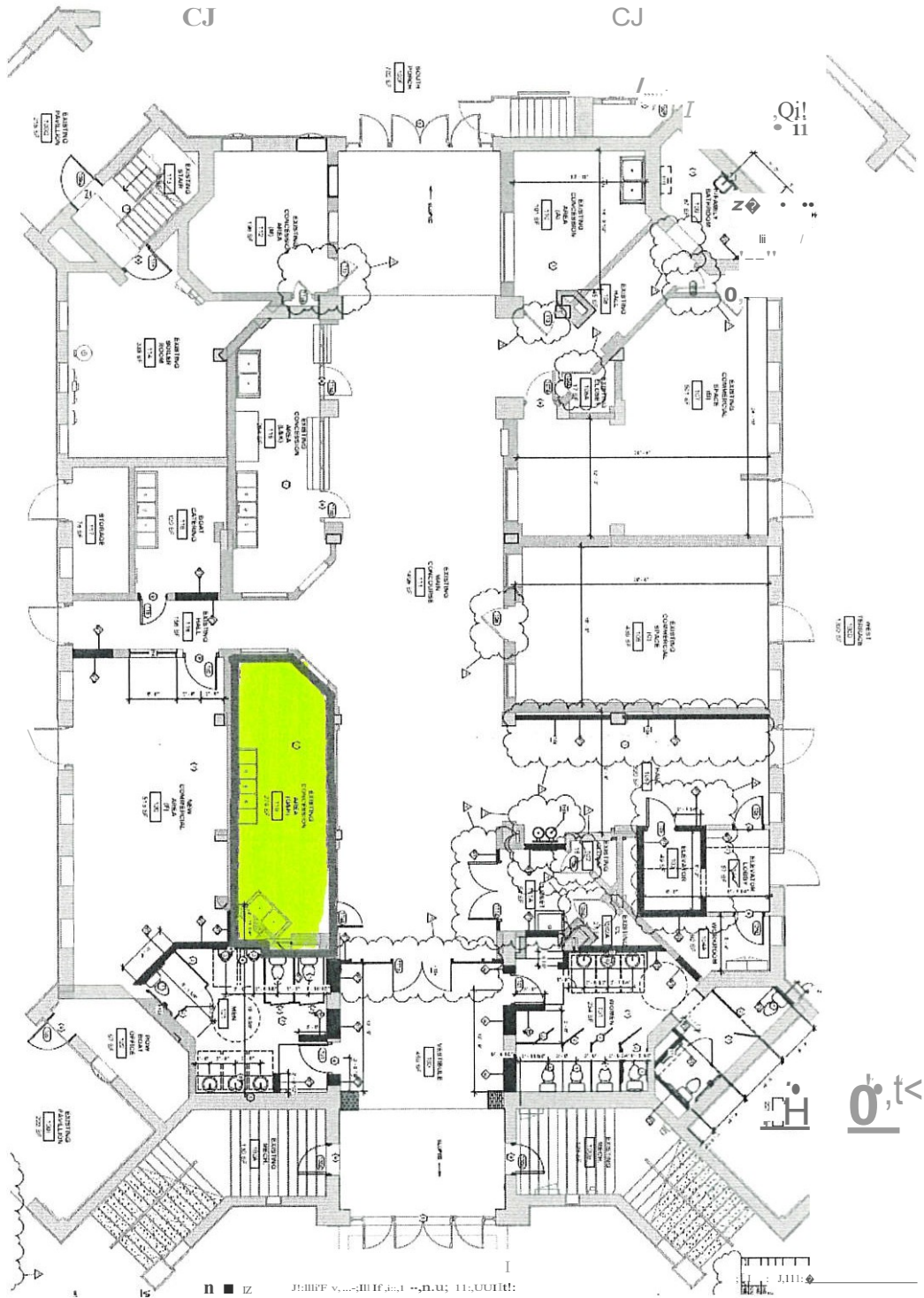
26. LESSEE shall, on the last day of the term, or on earlier termination of the Lease, return the premises to the CITY in clean and satisfactory condition including all permanent fixtures, all in good and satisfactory repair. Any trade fixtures or personal property not used in connection with the operation 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):
Kevin Singh & Joe Hatten
DBA: Going Bananas
47 South Treehouse Lane, Round Lake, IL 60073
Phone: 847-322-9008
Email: goingbananaslg@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.

Administrator

Lessee

Attest:

Lacey Reynolds, City Clerk



1st Revision
STATE/MUNICIPAL FINANCIAL
AGREEMENT FOR A STATE- LET
HIGHWAY PROJECT

This agreement supersedes the agreement signed by the Municipality on 11/14/2022 and signed by the State on 11/14/2022

Revised Date: July 29, 2024
 Date: October 30, 2022
 I.D.:3180-07-01/21/71
 Road Name: EDWARDS BLVD (STH 120)
 Title: C LAKE GENEVA, EDWARDS LBVD
 Limits: TOWNLINE RD TO STH 50
 County: WALWORTH
 Roadway Length: 0.78 MILES

The signatory **City of Lake Geneva**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and affect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Section 86.25(1), (2), and (3) of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

Existing Facility - Describe and give reason for request: Improvement of a connecting highway.

Proposed Improvement - Nature of work: As determined by project scoping.

Describe non-participating work included in the project and other work necessary to finish the project completely which will be undertaken independently by the municipality: A nominal amount is included to cover items in paragraph 4 (to be adjusted in the final plan). Items to be 100% locally funded could include, but may not be limited to, adjustment of water service boxes, gate valves, and manholes; adjustment of sanitary sewer manholes, placing of new sanitary manhole seals and covers, decorative elements, New Signal at Edwards and Townline Rd and removal and replacement of; (Median Barrier at Taco Bell/Starbucks Entrance) and (Bike path south of Walmart Entrance).

TABLE 1: SUMMARY OF COSTS

Phase	Total Est. Cost	Federal/State Funds	%	Municipal Funds	% *
Preliminary Engineering: Plan Development	\$ 355,000	\$ 266,250	75%	\$ 88,750	25%
Real Estate Acquisition: Acquisition	\$ 45,000	\$ 45,000	100%	\$ -	0%
Compensable Utilities	\$ -	\$ -	0%	\$ -	100%
¹ Construction: Participating	\$ 2,700,000	\$ 2,700,000	100%	\$ -	0%
Non-Participating	\$ 445,000	\$ -	0%	\$ 445,000	100%
Total Cost Distribution	\$ 3,545,000	\$ 3,011,250		\$ 533,750	

¹ Estimates include construction engineering

This request shall constitute agreement between the Municipality and the State; is subject to the terms and conditions that follow (pages [2] – [3]); is made by the undersigned under proper authority to make such request for the designated Municipality, upon signature by the State, and delivery to the Municipality. The initiation and accomplishment of the improvement will be subject to the applicable federal and state regulations. No term or provision of neither the State/Municipal Financial Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal

Financial Agreement.

Signatures certify the content has not been altered by the municipality. Signed for and in behalf of the City of Lake Geneva (please sign in blue ink)	
Name (print)	Title
Signature	Date
Signed for and in behalf of the State (please sign in blue ink)	
Name Tony Barth	Title WisDOT SE Region Planning Chief
Signature	Date

TERMS AND CONDITIONS:

1. The Municipality shall pay to the State all costs incurred by the State in connection with the improvement which exceeds federal/state financing commitments or are ineligible for federal/state financing. Local participation shall be limited to the items and percentages set forth in the Summary of Costs table, which shows Municipal funding participation. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from General Transportation Aids or any moneys otherwise due and payable by the State to the Municipality.
2. Funding of each project phase is subject to inclusion in an approved program and per the State's Facility Development Manual (FDM) standards. Federal aid and/or state transportation fund financing will be limited to participation in the costs of the following items as specified in the Summary of Costs:
 - (a) Design engineering and state review services.
 - (b) Real Estate necessitated for the improvement.
 - (c) Compensable utility adjustment and railroad force work necessitated for the project.
 - (d) The grading, base, pavement, curb and gutter, and structure costs to State standards, excluding the cost of parking areas.
 - (e) Storm sewer mains, culverts, laterals, manholes, inlets, catch basins, and connections for surface water drainage of the improvement; including replacement and/or adjustments of existing storm sewer manhole covers and inlet grates as needed.
 - (f) Construction engineering incidental to inspection and supervision of actual construction work, except for inspection, staking, and testing of sanitary sewer and water main.
 - (g) Signing and pavement marking necessitated for the safe and efficient flow of traffic, including detour routes.
 - (h) Replacement of existing sidewalks necessitated by construction and construction of new sidewalk at the time of construction. Sidewalk is considered to be new if it's constructed in a location where it has not existed before.
 - (i) Replacement of existing driveways, in kind, necessitated by the project.
 - (j) New installations or alteration resulting from roadway construction of standard State street lighting and traffic signals or devices. Alteration may include salvaging and replacement of existing components.

3. Work necessary to complete the improvement to be financed entirely by the Municipality or other utility or facility owner includes the following items:
 - (a) New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - (b) New installation or alteration of signs not necessary for the safe and efficient flow of traffic.
 - (c) Roadway and bridge width in excess of standards.
 - (d) Construction inspection, staking, and material testing and acceptance for construction of sanitary sewer and water main.
 - (e) Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction.
 - (f) Parking lane costs.
 - (g) Coordinate, clean up, and fund any hazardous materials encountered during construction. All hazardous material cleanup work shall be performed in accordance to state and federal regulations.
 - (h) Damages to abutting property due to change in street or sidewalk widths, grades, or drainage.
 - (i) Conditioning, if required, and maintenance of detour routes.
 - (j) Repair of damages to roads or streets caused by reason of their use in hauling materials incidental to the improvement.
4. As the work progresses, the Municipality will be billed for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs.
5. If the Municipality should withdraw the project, it shall reimburse the State for any costs incurred by the State in behalf of the project.
6. The work will be administered by the State and may include items not eligible for federal/state participation.
7. The Municipality shall assume general responsibility for all public information and public relations for the project and to make a fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
8. Basis for local participation:
 - (a) Funding for preliminary engineering for a connecting highway 75% State 25% Municipal based on the Department's policy for connecting highways.
 - (b) Funding for real estate required for standard roadway construction, 100% State
 - (c) Funding for construction of standard roadway items – 100% State.
 - (d) Funding for non-participating items 100% Municipality.

Comments and Clarification: This agreement is an active agreement that may need to be amended as the project is designed. It is understood that these amendments may be needed as some issues have not been fully evaluated or resolved. The purpose of this agreement is to specify the local and state involvement in funding the project. A signed agreement is required before the State will prepare or participate in the preparation of detailed designs, acquire right-of-way, or participate in construction of a project that merits local involvement.



SMFA memo
WisDOT Project 3180-07-71

Jan., 2025

The WisDOT is in the process of Engineering for the STH 120/Edwards Blvd resurfacing project. The project extends from Main St, STH 50 to the Townline Rd intersection.

In Sept 2023 PWC approved the project to include repair of a section of our bike path adjacent to Wal Mart for apx. \$10,000. In October 2023 PWC approved the addition of a 6" curb along the Taco Bell section to alleviate vehicles from crossing the median illegally for apx. \$25,000. These items will be added to the project at the City's expense according to the State of Wi/City of Lake Geneva Funding Agreement. (SMFA).

PWC also directed Staff to pursue an SISP (Signals and ITS Stand Alone projects) Grant for the installation of a traffic signal on the Townline Rd intersection, this is a 90%-20% split. WisDOT has allowed the installation but will not participate in funding as it does not enhance traffic flow on the State Highway, it would benefit the City crossroad only. The grant is competitive and not guaranteed, therefore if the grant is not awarded, the City would be able to either fund the signal by itself or other means or abandon the signal altogether.

The signal engineering would include improvements to the intersection involving traffic, pedestrian and ADA requirements. Kapur's task order for the SISP Grant is on the Jan., 2025 PWC Agenda.

Currently the City is awaiting further information from WisDOT regarding the project.

The current SMFA is attached. Please reference above regarding the SISP grant, if it is not accepted at PWC, it would simply be dropped.

Respectfully submitted;

Tom Earle, DPW

MEMORANDUM TO THE CITY OF LAKE GENEVA

To: Neil Waswo, Tom Earle
From: Bridget Barry, Mumangi Nyangureta
CC: Naomi Rauch, Mike Timmers
Date: November 15, 2024
Re: Pay Request #3 for 2024 Lake Geneva Street Program

A review of the Request for **Payment No. 3** from **Wolf Paving** for the **2024 Lake Geneva Street Program** construction contract has been completed.

Payment in the amount of **\$275,160.82** for this payment request has been recommended for approval by the Construction Manager on site.

The Contractor's documents are enclosed for the City's approval.

Payment amounts are broken up as follows:

	<u>New Invoice Amount</u>	<u>Previously Invoiced</u>	<u>Total</u>
Invoiced	\$275,160.82	\$523,874.38	\$818,960.02
Retainage (5% until 50% complete)		(\$19,924.82)	(\$19,924.82)
Total Approved for Payment	\$275,160.82	\$543,799.20	\$799,035.20

Contract Base Bid, based on plan quantities:	\$796,992.95
Contract Base Bid, including change orders:	\$876,992.95

Please feel free to contact me if you have any questions.

Please send Payment to: **Wolf Paving**

Attention:

Jay Trepanier
1320 Walnut Ridge Dr.
Suite 100
Harland, WI 53029

Contractor's Application for Payment No.

3

Application Period:		Application Date: 11/15/2024
To (Owner): City of Lake Geneva 626 Geneva Street, Lake Geneva WI 53147	From (Contractor): Wolf Paving	Via (Engineer): Kapur & Associates 1224 S. Pine St. Burlington WI 53105
Project: 2024 Lake Geneva Street Program	Contract: 2024 Lake Geneva Street Program	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.: 24.0268

Application For Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
CO.1	\$63,506.00	
CO.2	\$16,500.00	
TOTALS	\$80,006.00	
NET CHANGE BY CHANGE ORDERS	\$80,006.00	

Contractor's Certification

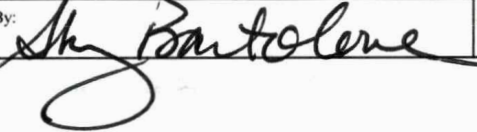
The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

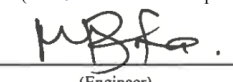
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:  Date: 11/15/2024

1. ORIGINAL CONTRACT PRICE.....	\$	\$796,992.95
2. Net change by Change Orders.....	\$	\$80,006.00
3. Current Contract Price (Line 1 + 2).....	\$	\$876,998.95
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$818,960.02
5. RETAINAGE:		
a. 5% X \$398,496.48 Work Completed.....	\$	\$19,924.82
b. X Stored Material.....	\$	
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$19,924.82
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$799,035.20
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$523,874.38
8. AMOUNT DUE THIS APPLICATION.....	\$	\$275,160.82
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$19,924.82

Payment of: \$ Two hundred seventy five thousand one hundred sixty dollars and eighty two cents
(Line 8 or other - attach explanation of the other amount)

is recommended by:  11/15/2024
(Engineer) (Date)

Payment of: \$
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
(Owner) (Date)

Approved by: _____
Funding or Financing Entity (if applicable) (Date)

TOWNLINE ROAD BIKE PATH (BETWEEN HUDSON TRL / EDWARDS BLVD)										
Item No.	Item Description	Unit	Bid Qty.	Bid Unit Price	Bid Total Price	Quantities per Estimate			Qty to Date	\$ Paid to Date
						#1	#2	#3		
204.0120	Removing Asphaltic Surface Milling (Full Depth 3"	SY	485	\$ 16.00	\$ 7,760.00	1,380.00	-	-	1380.00	\$ 22,080.00
205.0100	Excavation Common	CY	210	\$ 15.00	\$ 3,150.00	-	-	-	0.00	\$ -
205.0100	Excavation Common - EBS (Undistributed)	CY	32	\$ 15.00	\$ 480.00	-	-	104.10	104.10	\$ 1,561.50
305.0120	Base Aggregate Dense 1 1/4-Inch	TON	200	\$ 19.00	\$ 3,800.00	-	-	440.00	440.00	\$ 8,360.00
311.0110	Breaker Run (3" Crushed Allowed) - EBS (Undistributed)	TON	64	\$ 19.00	\$ 1,216.00	-	-	305.29	305.29	\$ 5,800.51
460.5224	HMA Pavement Type 4 LT 58-28 S (LIGHT LOAD - 12 TON MAX. PER TRUCK). Item also includes tack coat	TON	250	\$ 109.00	\$ 27,250.00	-	240.35	-	240.35	\$ 26,198.15
628.1504	Silt Fence	LF	1575	\$ 1.80	\$ 2,835.00	-	-	-	0.00	\$ -
628.7020	Inlet Protection Type D	EACH	2	\$ 145.00	\$ 290.00	-	-	-	0.00	\$ -
630.0500	Seed Water	MGAL	36	\$ 40.00	\$ 1,440.00	-	-	-	0.00	\$ -
SPV.0105.01	Traffic Control	LS	1	\$ 4,000.00	\$ 4,000.00	-	1.00	-	1.00	\$ 4,000.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40	SY	840	\$ 7.80	\$ 6,552.00	-	-	843.90	843.90	\$ 6,582.42
TOWNLINE ROAD BIKE PATH SUBTOTAL				\$	58,773.00	TOWNLINE ROAD BIKE PATH SUBTOTAL - Paid to Date			\$	74,582.58
Subtotal \$ per Estimate - Townline Road Bike Path						\$ 22,080.00	\$ 30,198.15	\$ 22,304.43		

GINO'S DRIVEWAY APRON - COMBINED											
Item No.	Item Description	Unit	Bid Qty.	Bid Unit Price	Bid Total Price	Quantities per Estimate			Qty to Date	\$ Paid to Date	
						#1	#2	#3			
204.0110	Removing Asphaltic Surface - FULL DEPTH	SY	195	\$ 11.00	\$ 2,145.00	-	-	-	0.00	\$ -	
204.0150	Removing Curb & Gutter	LF	20	\$ 15.00	\$ 300.00	-	-	-	0.00	\$ -	
204.0155	Remove Concrete Sidewalk	SY	41	\$ 15.00	\$ 615.00	-	-	-	0.00	\$ -	
205.0100	Excavation Common - EBS (Undistributed)	CY	40	\$ 25.00	\$ 1,000.00	-	-	-	0.00	\$ -	
305.0120	Base Aggregate Dense 1 1/4-Inch	TON	45	\$ 25.00	\$ 1,125.00	-	-	-	0.00	\$ -	
416.0180	Concrete Driveway 8-Inch	SY	35	\$ 84.00	\$ 2,940.00	-	-	-	0.00	\$ -	
460.5223	HMA Pavement Type 3LT 58-28 S	TON	16	\$ 195.00	\$ 3,120.00	-	11.10	-	11.10	\$ 2,164.50	
460.5224	HMA Pavement Type 4 LT 58-28 S. Item also includes tack coat (455.0605)	TON	13	\$ 225.00	\$ 2,925.00	-	8.70	-	8.70	\$ 1,957.50	
465.0110	Asphaltic Surface Patching	TON	9	\$ 960.00	\$ 8,640.00	-	11.30	-	11.30	\$ 10,848.00	
601.0411	Concrete Curb & Gutter 30-Inch	LF	100	\$ 79.00	\$ 7,900.00	-	-	-	0.00	\$ -	
601.0600	Concrete Curb Pedestrian	LF	5	\$ 54.00	\$ 270.00	-	-	-	0.00	\$ -	
602.0405	Concrete Sidewalk 4-Inch	SF	30	\$ 7.00	\$ 210.00	-	-	-	0.00	\$ -	
602.0405	Concrete Sidewalk 6-Inch	SF	335	\$ 8.00	\$ 2,680.00	-	-	-	0.00	\$ -	
602.0505	Curb Ramp Detectable Warning Field Yellow	SF	10	\$ 55.00	\$ 550.00	-	-	-	0.00	\$ -	
611.8115	Adjusting Inlet Covers	EACH	1	\$ 750.00	\$ 750.00	-	-	-	0.00	\$ -	
628.7020	Inlet Protection Type D	EACH	1	\$ 145.00	\$ 145.00	-	-	-	0.00	\$ -	
630.0500	Seed Water	MGAL	1	\$ 80.00	\$ 80.00	-	-	-	0.00	\$ -	
646.1020	Marking Line Epoxy 4-Inch (Yellow)	LF	40	\$ 5.50	\$ 220.00	-	-	-	0.00	\$ -	
646.1020	Marking Line Epoxy 4-Inch (White)	LF	5	\$ 5.50	\$ 27.50	-	-	-	0.00	\$ -	
690.0150	Sawing Asphalt	LF	160	\$ 1.75	\$ 280.00	-	142.00	-	142.00	\$ 248.50	
690.0250	Sawing Concrete	LF	30	\$ 2.35	\$ 70.50	-	27.00	-	27.00	\$ 63.45	
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40	SY	10	\$ 19.80	\$ 198.00	-	-	-	0.00	\$ -	
SPV.0105.01	Traffic Control	LS	1	\$ 4,500.00	\$ 4,500.00	-	1.00	-	1.00	\$ 4,500.00	
GINO'S DRIVEWAY APRON SUBTOTAL				\$	40,691.00	IVEWAY APRON SUBTOTAL - Paid to Date			\$	19,781.95	
Subtotal \$ per Estimate - Gino's Driveway Apron						\$	-	\$	19,781.95	\$	-

SPRING ST / GROVE ST ALLEY										
Item No.	Item Description	Unit	Bid Qty.	Bid Unit Price	Bid Total Price	Quantities per Estimate			Qty to Date	\$ Paid to Date
						#1	#2	#3		
204.0100	Removing Concrete Pavement (Driveways)	SY	25	\$ 11.00	\$ 275.00	5.10	-	20.00	25.10	\$ 276.10
204.0120	Removing Asphaltic Surface Milling (Full Depth 3"	SY	720	\$ 11.00	\$ 7,920.00	745.30	-	-	745.30	\$ 8,198.30
204.0150	Removing Curb & Gutter	LF	80	\$ 15.00	\$ 1,200.00	76.00	-	-	76.00	\$ 1,140.00
204.0155	Removing Concrete Sidewalk	SY	20	\$ 15.00	\$ 300.00	16.00	-	-	16.00	\$ 240.00
205.0100	Excavation Common - EBS (Undistributed)	CY	2	\$ 100.00	\$ 200.00	100.00	0.20	-	100.20	\$ 10,020.00
305.0120	Base Aggregate Dense 1 1/4-Inch - EBS (Undistributed)	TON	3	\$ 100.00	\$ 300.00	89.42	-	-	89.42	\$ 8,942.00
311.0110	Breaker Run (3" Crushed Allowed) - EBS (Undistributed)	TON	3	\$ 100.00	\$ 300.00	83.37	-	-	83.37	\$ 8,337.00
416.0180	Concrete Driveway 8-Inch	SY	25	\$ 84.00	\$ 2,100.00	26.00	-	-	26.00	\$ 2,184.00
460.5224	HMA Pavement Type 4 LT 58-28 S. Item also includes tack coat (455.0605)	TON	3	\$ 550.00	\$ 1,650.00	3.70	-	-	3.70	\$ 2,035.00
601.0411	Concrete Curb & Gutter 30-Inch Type D	LF	80	\$ 72.00	\$ 5,760.00	76.00	-	-	76.00	\$ 5,472.00
602.0415	Concrete Sidewalk 6-Inch	SF	160	\$ 8.00	\$ 1,280.00	84.00	-	-	84.00	\$ 672.00
630.0500	Seed Water	MGAL	2	\$ 40.00	\$ 80.00	-	-	-	0.00	\$ -
690.0150	Sawing Asphalt	LF	270	\$ 1.75	\$ 472.50	-	82.00	-	82.00	\$ 143.50
690.0250	Sawing Concrete	LF	270	\$ 2.35	\$ 634.50	-	253.00	-	253.00	\$ 594.55
SPV.0105.01	Traffic Control	LS	1	\$ 4,500.00	\$ 4,500.00	-	1.00	-	1.00	\$ 4,500.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40 (630.0140)	SY	45	\$ 7.80	\$ 351.00	-	-	230.30	230.30	\$ 1,796.34
SPV.0180.02	Geotextile NX750 (Undistributed)	SY	150	\$ 5.00	\$ 750.00	238.00	62.70	-	300.70	\$ 1,503.50
SPRING ST / GROVE ST ALLEY SUBTOTAL				\$	28,073.00	SPRING ST / GROVE ST ALLEY SUBTOTAL - Paid to Date			\$	56,054.29
Subtotal \$ per Estimate - Spring St / Grove St Alley						\$ 48,466.40	\$ 5,571.55	\$ 2,016.34		

EDWARDS BLVD SIDEWALK										
Item No.	Item Description	Unit	Bid Qty.	Bid Unit Price	Bid Total Price	Quantities per Estimate			Qty to Date	\$ Paid to Date
						#1	#2	#3		
204.0155	Removing Concrete Sidewalk	SY	4	\$ 25.00	\$ 100.00	-	-	-	0.00	\$ -
205.0100	Excavation Common	CY	145	\$ 25.00	\$ 3,625.00	-	-	141.20	141.20	\$ 3,530.00
305.0120	Base Aggregate Dense 1 1/4-Inch	TON	145	\$ 22.00	\$ 3,190.00	-	-	100.00	100.00	\$ 2,200.00
602.0405	Concrete Sidewalk 4-Inch	SF	5825	\$ 7.00	\$ 40,775.00	-	-	5,775.00	5775.00	\$ 40,425.00
628.7020	Inlet Protection Type D	EACH	3	\$ 145.00	\$ 435.00	-	-	-	0.00	\$ -
630.0500	Seed Water	MGAL	35	\$ 40.00	\$ 1,400.00	-	-	-	0.00	\$ -
638.2102	Moving Signs Type II (Stop Sign)	EACH	3	\$ 285.00	\$ 855.00	-	-	3.00	3.00	\$ 855.00
690.0250	Sawing Concrete	LF	10	\$ 2.35	\$ 23.50	-	5.00	-	5.00	\$ 11.75
SPV.0060.01	Adjusting Valve Boxes	EACH	1	\$ 250.00	\$ 250.00	-	-	-	0.00	\$ -
SPV.0105.01	Traffic Control	LS	1	\$ 4,000.00	\$ 4,000.00	-	-	1.00	1.00	\$ 4,000.00
SPV.0180.01	Restore Disturbed Areas - Includes Topsoil (625.0100), Fertilizer Type A (629.0205), Seeding Mix No. 40	SY	820	\$ 7.80	\$ 6,396.00	-	-	1,093.00	1093.00	\$ 8,525.40
EDWARDS BLVD SIDEWALK SUBTOTAL				\$	61,049.50	EDWARDS BLVD SIDEWALK SUBTOTAL - Paid to Date				\$ 59,547.15
Subtotal \$ per Estimate - Edwards Blvd Sidewalk						\$ -	\$ 11.75	\$ 59,535.40		

CO1										
Item No.	Item Description	Unit	Bid Qty.	Bid Unit Price	Bid Total Price	Quantities per Estimate			Qty to Date	\$ Paid to Date
						#1	#2	#3		
CO 4.1	Mill Patches 4" Deep (W. Main Street)	SY	214	\$ 78.00	\$ 16,692.00	-	64.20	-	64.20	\$ 5,007.60
CO 4.2	HMA Pavement Type 4LT 58-28 S 4" (Asphaltic Patching)	TON	50	\$ 305.00	\$ 15,250.00	-	12.00	-	12.00	\$ 3,660.00
CO 4.3	Mill 4" Deep for approximately 667 SY (from Maxwell st. 200 Ft East on W.Main St.)	SY	667	\$ 12.00	\$ 8,004.00	-	687.00	-	687.00	\$ 8,244.00
CO 4.4	HMA Pavement Type 4LT 58-28 S 4" (From Maxwell st. 200 Ft East on W.Main St)	TON	155	\$ 152.00	\$ 23,560.00	-	127.90	-	127.90	\$ 19,440.80
Subtotal \$ per Estimate - CO1						\$ -	\$ 36,352.40	\$ -		

CO2										
Item No.	Item Description	Unit	Bid Qty.	Bid Unit Price	Bid Total Price	Quantities per Estimate			Qty to Date	\$ Paid to Date
						#1	#2	#3		
CO 1.1	HMA Pavement Type 4 LT 58-28 S	TON	125	\$ 132.00	\$ 16,500.00	-	158.64	-	158.64	\$ 20,940.48
Subtotal \$ per Estimate - CO2						\$ -	\$ 20,940.48	\$ -		

Subtotal \$ per Estimate	\$ 258,806.88	\$ 284,992.32	\$ 275,160.82
Retainage per Estimate	\$ (12,940.34)	\$ (6,984.48)	
Total Paid per Estimate	\$ 245,866.54	\$ 278,007.84	\$ 275,160.82

TOTAL - BASE BID		\$	796,992.95	TOTAL - Paid to Date		\$	818,960.02
		Less Retainage Held				\$	(19,924.82)
		TOTAL - Paid to Date, Less Retainage				\$	799,035.20

Proposed Building & Zoning Fee Schedule - 2025

Description	Current	Proposed
Minimum Permit Fee for Residential Permits	\$65	\$65
Minimum Permit Fee for Commercial Permits	\$100	\$100
Residential Construction:		
One & Two Family and Attached Garage (New, Addition or Alterations)	\$0.33/ sq ft New Single Family Construction \$1,000 Minimum	\$0.44/ sq ft \$1000 Minimum
Accessory Buildings & Detached Garages	\$0.25/ sq ft	\$.33/ sq ft
Decks	\$0.15/ sq ft or \$65 Minimum	Less than 100 sf - \$100 100 sf or more - \$190
Roofing & Siding	\$65	\$65
Commercial Construction:		
Residences - Apartments, Three Family and Over, Row Housing, Multiple Family Dwellings, Institutional (New, Addition or Alteration)	\$0.33/ sq ft New Commercial Construction \$1,500 Minimum	\$0.46/ sq ft
Local Business, Office Building (New, Addition or Alteration)	\$0.30/ sq. ft	\$0.42/ sq ft or fraction thereof
Manufacturing or Industrial (New, Addition or Alteration)	\$0.30/ sq. ft	\$0.36/ sq ft or fraction thereof
Commercial, Structures, Alterations, Residing, Reroofing, Repairs (Where Square Footage Cannot be Calculated)	\$10/ \$1,000 Valuation	\$15/ \$1,000 Valuation
Plan Examination:		
One & Two Family Residence	\$150	0 to 3,000 sq ft- \$300 Over 3,000 sq ft - \$300 plus 0.10/ sq ft for floor area greater than 3,000 sq ft
Apartments, Three Family Residence, Row Housing, Multiple Family Building - With State Approved Plans	\$180 plus \$10/ Unit	\$355 plus \$32/ Unit
Commercial, Industrial, Institutional & Additions - With State Approved Plans	\$350	Commercial/ Industrial New - \$355 Commercial/ Industrial Alterations & Additions - \$355
Commercial, Industrial, Institutional & Additions - Without State Approved Plans	\$150	Commercial/ Industrial New - \$355 Commercial/ Industrial Alterations & Additions - \$355
Heating Plans, Energy Calculations or Lighting Plans Submitted Separately	\$125/ Plan	\$125/ Plan
Additions, Alterations to One & Two Family Dwellings	\$75	\$120
Accessory Building over 240 sq ft and Decks for One & Two Family Dwellings	\$40	\$85
Wisconsin Uniform Building Permit Seal	\$45	\$55
Occupancy Permit (Including Commercial Tenant Change)	\$65/ Residential \$100/ Commercial & Industrial	\$65/ Residential \$255/ Commercial & Industrial
Temporary Occupancy (6 Months or Less Commercial Only)	\$75	\$150
Permit Renewal (6 Month Extension or Less)	\$200 Commercial \$65 Residential	\$250 Commercial \$85 Residential
Heating & Air Conditioning:		
Heating & Air Conditioning Distribution Systems	\$4/100 sq ft of Conditioned Area \$65 Minimum	\$2.40/ 100 sq ft of Conditioned Area \$100 Minimum
New Residential Heating	\$125 first Unit \$65 each additional Unit	\$150 First Unit \$85 Each additional Unit
Replacement Residential Heating	\$65/ Unit	\$100/ Unit
Commercial New or Replacement Heating	\$150/Unit, up to & including 150,000 BTU Units. Additional fee of \$20/Each 50,000 BTU fraction thereof Max of \$900/ Unit.	\$250/ Unit, up to & including 150,000 BTU Units. Additional Fee of \$25/ Each 50,000 BTU fraction thereof Max of \$1200/ Unit.
Residential Air Conditioning – Other than Wall Units (New or Replacement)	\$65/ Unit	\$100/ Unit

Commercial Air Conditioning - Other than Wall Units (New or Replacement)	\$150/ Unit up to 5 tons or 60,000 BTU's. Additional fee of \$20 each ton or 12,000 BTU's or fraction thereof Max of \$900/ Unit	\$250/ Unit, up to & including 150,000 BTU Units. Additional Fee of \$25/ Each 50,000 BTU fraction thereof Max of \$1,200/ Unit.
Permanently installed Wall Unit (Example – Fireplace, Wall Pack)	\$65/ Unit	\$100/ Unit
Commercial/ Industrial Exhaust Hoods & Exhaust Systems	\$75	\$210/ Unit
Plumbing Permit:		
Fixture Count	\$17/ Fixture Drain or Device \$65 Minimum	\$20/ Fixture, Drain or Device + \$85 Base fee
Water Main	\$1/ Lineal Foot of Sewer or Private Water Main \$65 Minimum	\$2/ Lineal Foot of Sewer or Private Water Main \$85 Minimum
Sanitary Sewer	\$1/ Lineal Foot of Sewer or Private Water Main \$9 Per Manhole \$65 Minimum	\$2/ Lineal Foot of Sewer or Private Water Main \$85 Minimum
Storm Sewer	\$1/ Lineal Foot of Sewer or Private Water Main \$12 Per Manhole or Basin \$65 Minimum	\$2/ Lineal Foot of Sewer or Private Water Main \$15 Per Manhole or Basin \$85 Minimum
Exterior Grease Trap	\$100	\$150
Electrical:		
Residential Minimum	\$65 Minimum	\$85 Minimum
New Residential Service	\$100/ Service First 200 Amps \$25 each additional 100 Amps	\$150/ Service First 200 Amps \$30 each additional 100 Amps
Residential Service Update	\$100/ Service	\$150/ Service
Residential Sub-Panel	\$65/ Panel	\$85/ Panel
Residential Generator	\$75 (includes gas piping)	\$125 (includes gas piping)
Temporary Electrical Service	\$100 up to 200 Amps \$25 each additional 100 Amps	\$150 up to 200 Amps \$30 each additional 100 Amps
Commercial Electrical Minimum	\$150 Minimum	\$200 Minimum
Commercial Electrical Re-Inspections	\$150/ Inspection	\$200/ Inspection
Commercial Service (New or Update)	\$150 First 200 Amps \$25 each additional 100 Amps	\$200 First 200 Amps \$30 each additional 100 Amps
Commercial Sub-Panel	\$50 First 100 Amps \$10 each additional 100 Amps	\$75 First 100 Amps \$20 each additional 100 Amps
Commercial Generator	\$150 (included gas piping)	\$250 (included gas piping)
Commercial Low Voltage	\$1/ Device \$100 Minimum	\$1/ Device \$200 Minimum
Commercial Exterior Light Fixture Replacement	\$100/ Per Site	\$250/ Per Site
Residential Electrical Permit: For minor installations with fees not exceeding \$5, the Permit fee may be waived by the Building Inspector	\$0.12/ sq ft of area served \$65 Minimum	\$0.15/ sq ft of area served \$85 Minimum
Commercial Electrical Permit: For minor installations with fees not exceeding \$5, the Permit fee may be waived by the Building Inspector	\$0.12/ sq ft of area served \$150 Minimum	\$0.15/ sq ft of area served \$200 Minimum
Erosion Control Fees:		
New One & Two Family Buildings	\$125/ Lot	\$205/ Lot
One & Two Family Additions and Accessory Structures	\$65	\$85
Multi-Family Residential, Commercial, Industrial & Institutional	\$180/ Building plus \$5/1,000 sq ft disturbed lot area \$2,000 Max	\$240/ Bldg. plus \$6.50/ 1,000 sq ft of disturbed lot \$2,640 Max
Zoning:		
Zoning Permit	\$65	\$85
Temporary Use (Per Section 98-906)	\$65	\$85
Zoning Verification Letter	\$65	\$85

Sign Permit (Per Section 98-907)	\$65 Minimum or \$0.35/ sq ft of Sign Area	\$85 Minimum or \$0.35/ sq ft of Sign Area
Early Start Permit to Start Construction	\$125 (One & Two Family) \$250 (All Others)	\$330 Multi-Family, Industrial & Commercial \$250 One & Two Family
Fuel Tanks	\$75 Administrative fee/ Tank for installation or removal	\$100 Administrative fee/ Tank for installation or removal
Wrecking or Razing Building Inspector may waive the fee if the structure is condemned	\$100 (One or Two Family Residences & Accessory Structure over 250 sq ft)	\$150 (One or Two Family Residences & Accessory Structure over 250 sq ft)
Commercial/Industrial Razing	\$350	\$102 Minimum plus \$0.14/ sq ft \$995 Max/ Per Building
Moving Buildings Over Public Rights Of Way	\$250 plus \$0.03/ sq ft	\$270 plus \$0.14/ sq ft
Special Inspections & Reports	\$150/ Inspection Report	\$205
Text Amendment (Per Section 98-902)	\$400	\$500
Zoning Map Amendment (Per Section 98-903)	\$400	\$500
Certified Survey Map (CSM)	\$400 - For each new Residential Lot Created \$200 - For each new Commercial Lot Created	\$450 - For each new Residential Lot Created \$250 - For each new Commercial Lot Created
Lot Line Adjustment		\$200
Extra Territorial Zoning (CSM)	\$150	\$200
Plat Renewal	\$150	\$200
Conditional Use (Per Section 98-905)	\$400 \$100	\$450 \$150
Site Plan (Per Section 98-908)	\$400	\$450
Variance (Per Section 98-910)	\$400	\$450
Interpretation (Per Section 98-911)	\$150	\$250
Appeal (Per Section 98-912)	\$400	\$450
PD Zoning Map Amendment (Includes 1 PIP Review)	\$750	\$850
PIP Review	\$400	\$450
Filing or Recording Fee with City Clerk: Plus Actual Recording Fee	\$10	\$25
Triple Fees: Upon failure to obtain a Permit before work on a Building has been started, except in emergency cases, the total fee shall be triple the total fees charged.		
NOTE: Fees shall be charged on gross square footage defined as follows: The exterior dimensions, including attached garage & each floor level		
NOTE: In determining costs, all construction shall be included, with the exception of heating, air conditioning, electrical or plumbing work.		
NOTE: All fee amounts shall be rounded up to the next full dollar amount.		
NOTE: An additional fee for Plan Review may be assessed at the time of application for renewal of the permit.		
Right of Way: No Charge	n/a	\$0
Re-Inspections: All	n/a	\$65
Tourist Rooming/Short-Term Rental Licence	\$400	\$683
***Tourist Rooming/Short-Term Rental Licence/Late Fee: After 1/31	n/a	\$250
Solar Systems Residential	n/a	\$65
Solar Systems Commercial	n/a	\$162

Lawn Irrigation System	n/a	\$65
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Memo

To: Finance, Licensing and Regulation

From: David De Angelis, Interim Administrator

cc: Laura Pisarcik

Date: January 15, 2025

Re: Proposed 2025 Building and Zoning Fee Schedule

Please find attached a copy of the proposed fee schedule for 2025 for Building and Zoning. This fee schedule represents the first update to the schedule since February 2021. In reviewing the schedule we not only looked at our level of effort but also our surrounding communities. Several of the communities have not increased their fees for over 7 years and so were not good comparisons. Our main source of comparison fees was from SafeBuilt, our current inspection subcontractor, who does perform inspections for a number of our surrounding communities and the City of Burlington. In most cases we have changed the fees to be at parity but some are higher and some are lower depending on our previous schedule and what we felt was appropriate. This schedule also includes a few new fees such as a defined blanket reinspection fee, lot line adjustment fee and fees for sprinklers and solar systems. This schedule also includes the new short term rental late fee of \$250 and a proposed increase of fee for Short term rentals from \$400 to \$683 to reflect the additional cost of the new tracking software (\$25,500/90 STR's = \$283) and the continued administrative responsibilities for the new ordinance.

If you have any questions please feel free to contact me prior to the meeting.

Hillmoor Project Coordinator

Consulting Contract

This Hillmoor Project Coordinator Consulting Contract (the "Agreement") is entered into on _____, 2025 by and between: .

Consultant: Michael W Krajovic ("Consultant"), located at 930 Bonnie Brae Lane, Lake Geneva, WI 53147

Client: City of Lake Geneva ("City"), located at 626 Geneva St., Lake Geneva, WI 53147

1. Services

The "Consultant" agrees to provide the following consulting services by effectively serving as an interim Hillmoor Project Coordinator during the term of this "Agreement" for the purpose of supporting the "City's" efforts to develop a public park on its 200+ acre site currently referred to as Hillmoor. The Hillmoor site is defined as the large tracts of undeveloped land purchased by the City in late 2022 and several miscellaneous adjacent/adjoining parcels of undeveloped City owned land.

The consulting services to be provided by the "Consultant" include but are not limited to the following scope of work:

Scope of Work

- 1) Develop a master plan for the Hillmoor property that is in alignment with the Vision and Major Objectives (see Attachment A) as approved by City Council.
- 2) Develop, organize and implement a planning process for the Hillmoor Commission that incorporates ongoing public engagement and input through meetings and surveys. Public outreach should include making presentations to various groups and organizations in the community and seeking their input.
- 3) Develop and operate a planning process that is transparent, honest, and makes fact-based decisions.
- 4) Serve as the primary point of contact to coordinate the work of the Hillmoor Commission with various stakeholders such as City Council, other relevant City departments, City Commissions, City Committees, relevant state agencies, related non-profits, grant makers, volunteer organizations, business community, etc. to gather input and address concerns as needed to complete the project.
Help address and resolve any conflicts or issues that may arise within the team of stakeholders.
- 5) Work with staff to prepare meeting locations, set up equipment, etc. for public meetings to be held at various locations and times throughout the City.
- 6) Prepare presentation materials, handouts, and PowerPoint presentations needed for public information meetings.

- 7) Analyze and evaluate public input information to help address public concerns and incorporate into Hillmoor Commission meetings to help guide the work of the Commission and its decision-making process.
- 8) Solicit input of City Council, residents, relevant stakeholders and organizations on various project options with the objective of determining the best uses for the Hillmoor property and which projects and uses they would financially support. The primary goal is to develop a final Master Plan that is widely publicly supported.
- 9) Work with the Commission to determine specific building quality standards and specifications for the Hillmoor property.
- 10) Research potential Hillmoor projects, determine best practices or examples of similar projects in other communities, identify the resources that will be required to complete the project (human, financial, material), recommend project sizes (land and building areas), and provide estimated project costs.
- 11) Provide guidance and recommend actions to the Hillmoor Commission including working closely with the Commission Chair to set meeting agenda items.
- 12) Work with staff to develop and produce all necessary meeting materials for Hillmoor Commission meetings.
- 13) Make presentations as needed to guide and support the work of the Hillmoor Commission meetings including providing the necessary information to help the Commission better understand the property's different features, the issues impacting the property and residents, and ways to address them.
- 14) Work with staff to write minutes to ensure properly recorded actions and activities of the Hillmoor Commission.
- 15) Work with staff to write and apply for various potential grant applications as approved by the Hillmoor Commission to secure funding for various projects and improvements on the Hillmoor property.
- 16) Keep the Mayor and City Council informed of the Hillmoor Commission's activities and progress in developing a long-term Master Plan for the property by giving periodic updates.
- 17) Help organize, oversee, and help manage the implementation process as needed and requested by the "City" for various projects on site (such as ecological site analysis, the Knowles Nelson State Grant, Hillmoor site operations and maintenance, etc.)
- 18) Work with staff to help the Hillmoor Commission develop an ecological and habitat restoration plan for the Hillmoor property.
- 19) Work with staff to write RFP's that include scope of work and required professional capabilities to solicit proposals from qualified 3rd party consultants needed to complete the work of the Hillmoor Commission such as engineers, architects, landscape architects, environmental specialists, contractors and others with needed professional expertise and capabilities.
- 20) Work with staff and Commission to manage the selection of 3rd party consultants and contractors needed to accomplish specific tasks and implement specific Hillmoor projects.
- 21) Work with staff and the Commission to help guide the selection process of 3rd party consultants necessary for specific Hillmoor projects.
- 22) Work with contracted consultants and contractors to help direct work and complete tasks as directed by the Hillmoor Commission including determining the best location options for the various projects and amenities that are selected to be located on the Hillmoor property.
- 23) Help identify any potential project risks, maintain and track project issues and report to the Hillmoor Commission.
- 24) Work with possible private, 3rd party organizations and their projects such as the YMCA to determine the project's compatibility with the City's Vision and Major Objectives for the Hillmoor

property as well as determining the costs and benefits to City, City resources required to support the project, and all project responsibilities for the City as the primary property owner and developer.

25) If requested during the project period, help write a final report that includes a description of the Hillmoor planning process and that explains the final Master Plan and various options.

26) Make a recommendation to the City for the final organizational structure of the Hillmoor Commission and its relationship with other departments, Committees, and commissions within the City and other 3rd party organizations.

To provide the services described above, the "Consultant" agrees to work on the Hillmoor project for an approximate average of 20 hours per week or an average of 80 hours per month during the duration of this "Contract".

2. Compensation

The "City" agrees to pay the "Consultant" as follows:

- _ A total of \$3,000 per month paid in two monthly increments of \$1,500 on the 15th of each month and \$1,500 on the last day of each month.

- _ The "Consultant" will be reimbursed for all materials purchased out of pocket needed to perform services such as copies of maps or presentation materials. "Consultant" shall seek prior approval before making any out-of-pocket purchases.

If the project duties, responsibilities and deadlines should be increased as needed by the "City" and if the "Consultant" agrees to work more than the planned 80 hours per month at certain times during this "Agreement", the "Consultant" will submit an accounting of all hours worked during the month and be compensated at a rate of \$50/hr for any additional hours worked over the planned 80 hours per month. The "Consultant" shall receive no additional compensation or benefits other than those described in this section. Any work beyond 80 hours per month must be preapproved by the "City."

3. Term

The term of this "Agreement" shall commence on the date of execution of this "Agreement" and shall continue until December 31, 2025, at which time it will automatically terminate, unless extended by the written consent signed by both the "City" and the "Consultant".

4. Termination

Either party may terminate this "Agreement" without cause at any time during the "Agreement" period simply by submitting two weeks' written notice. In the event of termination, the "Consultant" shall be compensated for services rendered at a prorated rate up to the date of termination, and payable within 30 days after termination.

5. Independent Contractor Relationship.

It is explicitly understood and agreed that Consultant's relationship with the City will be that of an independent contractor, and nothing in this Agreement is intended to, or should be construed to,

create a partnership, agency, joint venture, or employment relationship. Consultant will not be entitled to any benefits that the City of Lake Geneva makes available to its employees, including but not limited to group health insurance, life insurance, disability insurance, profit-sharing, retirement benefits, paid vacation, holidays or sick leave, or workers' compensation insurance or unemployment insurance. No part of Consultant's compensation will be subject to withholding by City for the payment of any social security, medicare, federal, state or any other employee payroll taxes. The City will regularly report amounts paid to Consultant by filing a Form 1099-MISC with the Internal Revenue Service as required by law. Consultant may perform the services required by this Agreement at any place or location and at such times as Consultant shall determine appropriate within the framework of the goals set forth above and in Attachment A.

IN WITNESS WHEREOF, the parties to this Agreement have signed below with the Effective Date as set forth above.

MICHAEL KRAJOVIC, CONSULTANT

Dated: _____

By: _____
Michael Krajovic

CITY OF LAKE GENEVA

Dated: _____

By: _____
Todd Krause, Mayor

Attest: _____
Lacey Reynolds, City Clerk

ATTACHMENT A
(Hillmoor Project Coordinator)

The following is the Vision Statement and Major Objectives for the Hillmoor property as developed by the Hillmoor Ad Hoc Committee for the City of Lake Geneva, WI dated August 3, 2023..

VISION STATEMENT

"We envision Hillmoor as a cherished place where we enrich our lives by connecting with Nature, ourselves, and others," 

The five areas to be addressed as Major Objectives for improving the Hillmoor property are:

MAJOR OBJECTIVES FOR THE HILLMOOR PROPERTY

Objective 1: Natural Preservation

Create a sustainable place of timeless beauty designed in harmony with the natural environment which supports diverse plant and animal life.

Objective 2: Outdoor Recreation

Create a magical place immersed in Nature where children, families, and friends come to laugh, learn, explore, recreate, and have fun in harmony with the natural world.

Objective 3: Sense of Community

Create a community gathering place where we and our guests go to talk, listen, appreciate, relax, and rejuvenate.

Objective 4.: Connectivity to the City

As a welcoming place for all people, Hillmoor will be designed to beautifully blend in with our City, the Lake, the River, and our adjoining Parks. It will also be designed to be easily accessible by foot, bike, and car, and by the disabled.

Objective 5: High quality Structures

As an inspirational place, any structures approved for the site will be designed to blend in with the rest of the property and built using high-quality landscaping, building, environmental, and sustainability standards, that will aesthetically enhance the "small town charm" of our nationally recognized City.

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

Bank.Bank account = "43257"

[Report].Invoice GL Account = {<>} 61

[Report].Invoice GL Account = {<>} 62

Invoice.Batch = "01032025","PP12312024A","01102025","PP12312024B","01172025","PP12312024C","PP12312024D"

Check Issue Date	Check Number	Vendor Number	Payee	Amount
01/14/2025	1124	6160	AMAZON CAPITAL SERVICES	4,699.34
01/03/2025	87623	5428	CITY OF LAKE GENEVA POLICE DEPT	56.55
01/03/2025	87624	3024	MUTUAL OF OMAHA	4,478.16
01/09/2025	87680	4973	US BANK	4,450.36
01/10/2025	87733	6279	CELEBRATION ON WELLS	3,414.48
01/10/2025	87734	2354	CULLIGAN OF BURLINGTON	213.60
01/10/2025	87735	2779	KENOSHA CIRCUIT COURT	2,600.00
01/10/2025	87736	2800	KORNAK, EMILY	63.12
01/10/2025	87737	2862	LAKE GENEVA CONVENTION	49,502.77
01/10/2025	87738	2860	LEXIPOL LLC	8,485.25
01/10/2025	87739	3186	PROPHOENIX CORPORATION	35,041.97
01/10/2025	87740	3233	RHYME BUSINESS PRODUCTS	115.97
01/10/2025	87741	251	THORNBURGH, WILLIAM	630.00
01/10/2025	87742	5001	VERIZON WIRELESS	38.01
01/10/2025	87743	128	WHITE, SAM	38.00
01/10/2025	87744	6155	WINDLER, TRICIA	126.00
01/17/2025	87748	2046	ALLIANT ENERGY/WPL	16,642.96
01/17/2025	87749	2108	AT&T LONG DISTANCE	308.10
01/17/2025	87750	2109	AT&T MOBILITY	673.76
01/17/2025	87751	4582	CITY OF LAKE GENEVA BID	21,925.00
01/17/2025	87752	2884	LAKE GENEVA UTILITY	6,931.27
01/17/2025	87753	2657	THE STARK COLLECTION AGENCY INC	3,896.00
01/17/2025	87754	6263	CHARTER COMMUNICATIONS	99.99
01/17/2025	87755	210	DECKARD TECHNOLOGIES INC	25,500.00
01/17/2025	87756	212	FLOCK GROUP INC	39,500.00
01/17/2025	87757	199	POLEK, SAMANTHA	200.00
01/17/2025	87758	213	ROZINSKI, ROBIN	36.48
01/17/2025	87759	260	STRAUBE, RYLEE	311.96
Grand Totals:				229,979.10

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
11-00-00-21100	203.22	77,147.02-	76,943.80-
11-00-00-21555	2,066.48	.00	2,066.48
11-00-00-21562	1,795.96	.00	1,795.96
11-00-00-21564	615.72	.00	615.72
11-10-00-51390	3,414.48	.00	3,414.48
11-12-00-24280	2,600.00	.00	2,600.00
11-12-00-53100	38.23	.00	38.23
11-14-20-53100	25.88	.00	25.88

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
11-14-30-53100	86.67	.00	86.67
11-15-10-53100	111.93	.00	111.93
11-16-10-52210	2.76	.00	2.76
11-16-10-52220	2,767.91	.00	2,767.91
11-16-10-52260	871.93	.00	871.93
11-16-10-53100	71.46	.00	71.46
11-16-10-53500	36.48	.00	36.48
11-16-10-55310	115.97	.00	115.97
11-21-00-51380	169.46	177.25-	7.79-
11-21-00-52210	14.11	.00	14.11
11-21-00-52220	45.39	.00	45.39
11-21-00-52900	319.32	.00	319.32
11-21-00-53050	8,525.25	.00	8,525.25
11-21-00-53100	30.80	.00	30.80
11-21-00-53120	56.55	.00	56.55
11-21-00-53160	25.97	25.97-	.00
11-21-00-53310	1,230.02	.00	1,230.02
11-21-00-53420	564.83	.00	564.83
11-21-00-53610	189.07	.00	189.07
11-21-00-53800	108.11	.00	108.11
11-21-00-53990	90.00	.00	90.00
11-21-00-54100	981.00	.00	981.00
11-21-00-54500	31,081.97	.00	31,081.97
11-21-00-57360	1,550.00	.00	1,550.00
11-21-00-58100	3,960.00	.00	3,960.00
11-22-00-52210	852.67	.00	852.67
11-22-00-52220	1,430.26	.00	1,430.26
11-22-00-52260	449.82	.00	449.82
11-22-00-53400	26.99	.00	26.99
11-22-00-53500	168.62	.00	168.62
11-22-00-53510	267.59	.00	267.59
11-22-00-54500	149.00	.00	149.00
11-22-00-55100	311.96	.00	311.96
11-22-00-58000	69.56	.00	69.56
11-22-00-58500	99.90	.00	99.90
11-24-00-53100	31.17	.00	31.17
11-29-00-52220	53.60	.00	53.60
11-32-10-52210	185.79	.00	185.79
11-32-10-52220	903.19	.00	903.19
11-32-10-52260	509.92	.00	509.92
11-34-10-52220	462.88	.00	462.88
11-34-10-52230	2,355.53	.00	2,355.53
11-51-10-52220	859.52	.00	859.52
11-51-10-52260	378.91	.00	378.91
11-52-00-52220	1,362.41	.00	1,362.41
11-52-00-52260	968.42	.00	968.42
11-52-00-52270	425.00	.00	425.00
11-52-00-53400	23.99	.00	23.99
11-52-00-59220	258.99	.00	258.99
11-52-01-52220	548.68	.00	548.68
11-52-01-52260	428.94	.00	428.94
40-00-00-21100	.00	7,091.97-	7,091.97-
40-54-10-52220	328.59	.00	328.59

M = Manual Check, V = Void Check

GL Account	Debit	Credit	Proof
40-54-10-53520	60.98	.00	60.98
40-54-10-53990	157.77	.00	157.77
40-55-10-52260	221.14	.00	221.14
40-55-20-52260	2,260.25	.00	2,260.25
40-55-20-53600	168.00	.00	168.00
40-55-30-52220	3,895.24	.00	3,895.24
42-00-00-21100	.00	3,896.00-	3,896.00-
42-34-50-52160	3,896.00	.00	3,896.00
47-00-00-21100	.00	71,427.77-	71,427.77-
47-00-00-57100	49,502.77	.00	49,502.77
47-70-00-57150	21,925.00	.00	21,925.00
48-00-00-21100	.00	59.10-	59.10-
48-00-00-52210	15.80	.00	15.80
48-00-00-52260	43.30	.00	43.30
50-00-00-21100	.00	65,457.86-	65,457.86-
50-00-00-58000	25,957.86	.00	25,957.86
50-29-00-58000	39,500.00	.00	39,500.00
61-00-00-21100	14.44	354.31-	339.87-
61-00-00-53100	128.51	.00	128.51
61-00-00-53110	.83	.00	.83
61-00-00-53500	51.79	.00	51.79
61-00-00-53900	136.19	14.44-	121.75
61-00-00-93800	36.99	.00	36.99
62-00-00-21100	.00	544.57-	544.57-
62-00-00-65100	213.59	.00	213.59
62-00-00-66500	57.24	.00	57.24
62-00-00-67600	54.50	.00	54.50
62-00-00-90600	9.75	.00	9.75
62-00-00-92100	154.99	.00	154.99
62-00-00-93300	54.50	.00	54.50
99-00-00-21100	6.73	4,224.89-	4,218.16-
99-00-00-52110	341.87	.00	341.87
99-00-00-52210	47.90	.00	47.90
99-00-00-52220	1,586.64	.00	1,586.64
99-00-00-53100	89.37	.00	89.37
99-00-00-53600	48.00	2.40-	45.60
99-00-00-54100	617.88	.00	617.88
99-00-00-54110	449.48	.00	449.48
99-00-00-54140	275.57	4.33-	271.24
99-00-00-54150	313.53	.00	313.53
99-00-00-54155	284.34	.00	284.34
99-00-00-55120	130.50	.00	130.50
99-00-00-55170	39.81	.00	39.81
Grand Totals:	230,427.88	230,427.88-	.00

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: Summary

Check.Type = {<>} "Adjustment"

Bank.Bank account = "43257"

[Report].Invoice GL Account = {<>} 61

[Report].Invoice GL Account = {<>} 62

Invoice.Batch = "01032025","PP12312024A","01102025","PP12312024B","01172025","PP12312024C","PP12312024D"

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Batch = "01222025","12312024A","01222025A","12312024B"

Invoice Detail.GL account (2 Characters) = {<>} "61"

Invoice Detail.GL account (2 Characters) = {<>} "62"

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
A+ GRAPHICS & PRINTING				
46608	01/07/2025	BLACK AND WHITE BLUEPRINT	11-70-00-57200 HISTORIC PRESERVATION	31.92
Total A+ GRAPHICS & PRINTING:				31.92
ALL PRO CLEANING SYSTEMS				
4217	01/14/2025	CLEANING 12/23-12/31, 01/01-01	99-00-00-53600 LIBRARY BLDG MAINT SERVICES	1,996.00
Total ALL PRO CLEANING SYSTEMS:				1,996.00
AMERICAN POWER EQUIPMENT INC				
190406	12/23/2024	CHAINSW REPAIR- 2024	11-32-13-54200 TREE & BRUSH-REPAIR	50.50
Total AMERICAN POWER EQUIPMENT INC:				50.50
ASSOCIATED APPRAISAL CONSULTANTS INC				
178106	01/01/2025	JAN 2025 ASSESMENT SVC	11-15-40-52100 ASSESSOR CONTRACTED SERVICES	3,645.87
Total ASSOCIATED APPRAISAL CONSULTANTS INC:				3,645.87
AURORA HEALTH CARE INC				
505-CI0005370	12/31/2024	1ST QTR 2025 FEE	11-10-20-51350 EAP PROGRAM	937.50
Total AURORA HEALTH CARE INC:				937.50
AURORA HEALTH CARE SOUTHERN LAKES INC				
238-CI0000727	01/14/2025	EMP CLINIC DEC 2024	11-10-20-51320 HEALTH AND DENTAL ADMIN CHGS	2,325.00
Total AURORA HEALTH CARE SOUTHERN LAKES INC:				2,325.00
AURORA MEDICAL GROUP				
1100814	12/08/2024	DRUG SCREEN-DIAZ, O	11-32-10-52050 DRUG AND MEDICAL TESTING	52.00
1100814	12/08/2024	BAT/DOT DRUG SCREEN-EARL	11-32-10-52050 DRUG AND MEDICAL TESTING	84.00
1100814	12/08/2024	NEW HIRE-ROZINSKI, R	11-32-10-52050 DRUG AND MEDICAL TESTING	85.00
Total AURORA MEDICAL GROUP:				221.00
BATZNER PEST CONTROL				
68889502	10/28/2024	RIV PEST CONTROL	40-55-20-53600 RIV MAINTENANCE SERVICE COSTS	173.03
71367597	12/23/2024	RIV PEST CONTROL	40-55-20-53600 RIV MAINTENANCE SERVICE COSTS	173.03
71372039	12/19/2024	PEST CONTROL	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	65.00
Total BATZNER PEST CONTROL:				411.06
BOLD TECHNOLOGIES LTD				
39527	01/01/2025	ALARM SOFTWARE-PANIC BUT	11-15-10-54500 COMPUTER IT SVC & EQUIPMENT	1,688.40
Total BOLD TECHNOLOGIES LTD:				1,688.40

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
BRODART CO				
B6914184	01/04/2025	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	386.83
B6917105	01/11/2025	ADULT BOOKS	99-00-00-54100 LIBRARY ADULT MATERIALS	89.04
Total BRODART CO:				475.87
CINTAS FIRE PROTECTION				
0F36696275	12/17/2024	ANNUAL FIRE EXT TESTING	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	3,393.71
0F36696341	12/17/2024	FIRE SERVICE RIVIERA	40-55-20-53600 RIV MAINTENANCE SERVICE COSTS	537.46
Total CINTAS FIRE PROTECTION:				3,931.17
CINTAS FIRST AID & SAFETY				
5247741401	01/07/2025	FIRST AID SUPPLIES	11-32-10-53900 FIRST AID AND SAFETY SUPPLIES	123.28
Total CINTAS FIRST AID & SAFETY:				123.28
CITY ELECTRIC SUPPLY-MA				
LKG/102100	01/08/2025	INLINE/ PANEL MOUNT FUSE H	11-34-10-52610 STREET LIGHTS REPAIRS	60.48
Total CITY ELECTRIC SUPPLY-MA:				60.48
CIVICPLUS LLC				
322500	01/01/2025	SOC. MEDIA ARCHIVING SUBS	11-14-30-53820 LICENSE/SUPPORT EXPENSE	1,465.80
325518	01/01/2025	2025 WEBSITE HOSTING RENE	11-14-30-53820 LICENSE/SUPPORT EXPENSE	6,254.49
Total CIVICPLUS LLC:				7,720.29
COLUMN SOFTWARE PBC				
3343CED0-000	01/02/2025	BID NOTICES -LANDSCAPE MAI	11-10-00-53140 OFFICIAL PUBLICATIONS & NOTICE	100.19
5FCC6F5C-00	12/26/2024	LN-613 W MAIN ST	11-10-00-53140 OFFICIAL PUBLICATIONS & NOTICE	53.60
Total COLUMN SOFTWARE PBC:				153.79
DEKIND COMPUTER CONSULTANTS				
40693	01/02/2025	IT SVC -FEB 2025	11-15-10-54500 COMPUTER IT SVC & EQUIPMENT	7,745.00
40797	01/03/2025	REMOTE MONITORING 2025	11-15-10-54500 COMPUTER IT SVC & EQUIPMENT	1,160.00
40951	01/06/2025	IT HARDWARE REPL-B&Z	50-00-00-58000 MISC/COMP EQUIP PURCHASES	375.97
Total DEKIND COMPUTER CONSULTANTS:				9,280.97
DUNN LUMBER				
1927108	01/08/2025	PROPANE- 16.9 GAL	11-32-10-53410 VEHICLE-FUEL & OIL	71.83
1928360	01/06/2025	90 DEGREE ELBOW, COUPLING	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	54.39
1928981	01/07/2025	MOUSE BAIT, BATTERIES, DISF	48-00-00-53400 CEM OPERATING SUPPLIES	150.51
1928985	01/07/2025	BATTERIES, BLEACH FRESH S	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	50.14
Total DUNN LUMBER:				326.87
EDWARD JONES				
OCT-DEC 2024	01/03/2025	PERP CARE CEM-4TH QTR 202	49-00-00-24200 DUE TO INVESTMENT ACCT	4,000.00
Total EDWARD JONES:				4,000.00
ELKHORN NAPA AUTO PARTS				
354292	01/03/2025	LITTLE BUCKET TRUCK- CORE	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	333.86
354293	01/03/2025	CORE DEPOSIT #25	11-32-10-53510 VEHICLE/EQUIPMENT MAINTENANCE	366.84

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
354296	01/03/2025	BRAK PARTS CLEANER, DE ICE	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	155.58
354636	01/07/2025	OIL FILTER	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	70.71
354637	01/07/2025	ENGINE OIL FILTER	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	142.14
354804	01/08/2025	FUEL FILTER (2)	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	442.76
355176	01/13/2025	#25 FITTING	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	9.53
Total ELKHORN NAPA AUTO PARTS:				1,521.42
FIRST SUPPLY				
3694299-00	12/30/2024	FLUSH VALVE,ULTRA BOWL 202	11-52-01-53400 VETS PARK OPERATING SUPPLIES	1,093.72
Total FIRST SUPPLY:				1,093.72
FOUR SEASONS FLOORING				
9085-FINAL	10/22/2024	CARPET REPL CITY HALL	43-16-10-17010 CITY HALL CAPITAL PROJECTS	16,367.16
Total FOUR SEASONS FLOORING:				16,367.16
GAGE MARINE CORP				
246199	10/17/2024	REPLACE 4- PRE BUILT SLIP H	40-55-30-52640 PIER REPAIRS	980.00
Total GAGE MARINE CORP:				980.00
GENEVA LAKE LAW ENFORCEMENT				
76	12/23/2024	2025 ANNUAL CONTRIBUTION	40-54-10-57210 GLAKE LAW ENFORCEMENT AGENCY	75,000.00
Total GENEVA LAKE LAW ENFORCEMENT:				75,000.00
GIRAFFE ELECTRIC II INC				
25-0003	01/13/2025	LABOR-DISCONNECT AND REC	11-16-10-52400 CITY HALL BUILDING REPAIRS	1,557.50
25-0004	01/13/2025	ADD TV RECEPTACLES	11-16-10-52400 CITY HALL BUILDING REPAIRS	935.00
Total GIRAFFE ELECTRIC II INC:				2,492.50
GORDON FLESCH COMPANY INC				
IN14985051	01/05/2025	RICHOH IM IMAGE FEE NOV 20	99-00-00-55320 LIBRARY EQUIP LEASES & MAINT	157.60
Total GORDON FLESCH COMPANY INC:				157.60
GRAINGER				
9364237389	01/08/2025	BUILT IN LOCKER LOCK	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	11.76
Total GRAINGER:				11.76
INGRAM LIBRARY SERVICES				
85245452	12/10/2024	ADULT BOOKS AND MATERIALS	99-00-00-54100 LIBRARY ADULT MATERIALS	39.08
85268064	12/10/2024	ADULT BOOKS AND MATERIALS	99-00-00-54100 LIBRARY ADULT MATERIALS	39.92
85268065	12/10/2024	ADULT BOOKS AND MATERIALS	99-00-00-54100 LIBRARY ADULT MATERIALS	58.46
85745000	01/03/2025	ADULT BOOKS AND MATERIALS	99-00-00-54100 LIBRARY ADULT MATERIALS	90.29
85745001	01/03/2025	ADULT BOOKS AND MATERIALS	99-00-00-54100 LIBRARY ADULT MATERIALS	228.78
85767902	01/03/2025	CREDIT MEMO/YOUTH MATERI	99-00-00-54110 LIBRARY YOUTH MATERIALS	177.62-
85879234	01/09/2025	ADULT BOOKS AND MATERIALS	99-00-00-54100 LIBRARY ADULT MATERIALS	79.42
85879235	01/09/2025	ADULT BOOKS AND MATERIALS	99-00-00-54100 LIBRARY ADULT MATERIALS	107.36
Total INGRAM LIBRARY SERVICES:				465.69

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
ITU ABSORBTECH INC				
8457434	12/18/2024	RIVIERA BUILDING MATS	40-55-20-53600 RIV MAINTENANCE SERVICE COSTS	79.54
8465048	01/03/2025	MAT SERVICE-SHOP	11-32-10-53600 ST DEPT BLDG MAINT SERV COSTS	97.08
8465049	01/03/2025	MAT SERVICE	11-32-10-53600 ST DEPT BLDG MAINT SERV COSTS	136.73
Total ITU ABSORBTECH INC:				313.35
JAMES IMAGING SYSTEMS INC				
1517379	12/27/2024	BW/COLOR METERS	11-32-10-53600 ST DEPT BLDG MAINT SERV COSTS	97.17
Total JAMES IMAGING SYSTEMS INC:				97.17
JERRY WILLKOMM INC				
299716	12/13/2024	265.00 GAL DEF	11-32-10-53410 VEHICLE-FUEL & OIL	490.25
314277	12/31/2024	1701.00 GAL GAS	11-32-10-53410 VEHICLE-FUEL & OIL	4,778.11
Total JERRY WILLKOMM INC:				5,268.36
JOHNS DISPOSAL SERVICE				
1561142	01/06/2025	GARBAGE JAN 2025	11-36-00-52940 SOLID WASTE-RESIDENTIAL	39,501.00
1561142	01/06/2025	RECYCLE JAN 2025	11-36-00-52970 SOLID WASTE-RECYCLING	21,653.73
Total JOHNS DISPOSAL SERVICE:				61,154.73
KANOPY INC				
KDEP-23453	01/07/2025	KANOPY STREAMING FOR PAT	99-00-00-54140 LIBRARY NONPRINT MATERIALS	3,000.00
Total KANOPY INC:				3,000.00
LAKE GENEVA UTILITY				
1770 MONTE	01/06/2025	1770 MONTE VISTA DR	45-00-00-24520 WATER IMPACT FEES	1,690.00
1770 MONTE	01/06/2025	1770 MONTE VISTA DR	45-00-00-24530 SEWER IMPACT FEES	1,865.00
1775 LA SALL	01/06/2025	1775 LA SALLE ST	45-00-00-24520 WATER IMPACT FEES	1,690.00
1775 LA SALL	01/06/2025	1775 LA SALLE ST	45-00-00-24530 SEWER IMPACT FEES	1,865.00
817 N KNOLL	10/15/2024	817 N KNOLL LN	45-00-00-24520 WATER IMPACT FEES	2,530.00
817 N KNOLL	10/15/2024	817 N KNOLL LN	45-00-00-24530 SEWER IMPACT FEES	4,103.00
Total LAKE GENEVA UTILITY:				13,743.00
LANGE ENTERPRISES INC				
90058	12/30/2024	NO PARKING SIGNS	11-34-10-53750 TRAFFIC CONTROL STREET SIGNS	297.00
Total LANGE ENTERPRISES INC:				297.00
LASER ELECTRIC SUPPLY				
1497071-00	01/09/2025	AMP HOUR BATTERY	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	48.50
1497106-00	01/13/2025	12V 5AMP HOUR BATTERY	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	26.00
Total LASER ELECTRIC SUPPLY:				74.50
LASER WORKS UNLIMITED LLC				
1986	12/09/2024	STOODLEY NAMEPLATE	11-11-00-53990 COUNCIL MISCELLANEOUS EXPENSE	14.80
1991	12/26/2024	NAME PLATE-ASST COURT CLE	11-12-00-53990 MUNICIPAL CT MISCELLANEOUS EXP	14.80
Total LASER WORKS UNLIMITED LLC:				29.60

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
LEONARD, BEVERLY				
89829	12/27/2024	PMCA MEMBERSHIP	11-70-00-57800 AVIAN COMMITTEE EXPENSES	75.00
Total LEONARD, BEVERLY:				75.00
MARED MECHANICAL				
CTRCT-INV000	01/13/2025	JAN HVAC INSPECTION	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	978.00
SV-INV004191	01/08/2025	RHEEM RTU ON GRADE HEAT	11-16-10-52400 CITY HALL BUILDING REPAIRS	5,872.00
SV-INV004204	12/31/2024	DISCHARGE AIR TEMPERATUR	11-16-10-52400 CITY HALL BUILDING REPAIRS	1,218.00
Total MARED MECHANICAL:				8,068.00
MGT OF AMERICA CONSULTING				
GHR300697	01/03/2025	CITY ADMIN- BACKGROUND CH	11-14-20-53990 CITY ADMIN MISC EXPENSE	1,646.72
MGT36401	01/06/2025	INTERIM ADMIN-WE 12/7-12/21	11-14-20-51100 CITY ADMINISTRATOR SALARY	9,828.00
Total MGT OF AMERICA CONSULTING:				11,474.72
MIDWEST DOOR COMPANY				
4734	01/02/2025	NEW HINGE ON MAINTENANCE	11-32-10-52400 ST DEPT BUILDING REPAIRS	123.00
Total MIDWEST DOOR COMPANY:				123.00
MIDWEST TAPE LLC				
506530330	12/26/2024	ADULT NON PRINT	99-00-00-54140 LIBRARY NONPRINT MATERIALS	51.98
506536407	12/27/2024	NONPRINT	99-00-00-54140 LIBRARY NONPRINT MATERIALS	59.99
506573569	01/06/2025	ADVANCE DIGITAL PAYMENT	99-00-00-54140 LIBRARY NONPRINT MATERIALS	3,000.00
Total MIDWEST TAPE LLC:				3,111.97
ODP BUSINESS SOLUTIONS LLC				
404634246001	12/27/2024	LABELS/PENS-FOR B&Z	11-24-00-53100 BLDG INSPECTOR OFFICE SUPPLIES	254.81
Total ODP BUSINESS SOLUTIONS LLC:				254.81
OFFICE PRO INC				
716641-0	12/26/2024	TISSUE,CLEANER,REFILL,SANI	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	302.21
716641-1	01/03/2025	REFILL,AER,3000,CITRUS	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	66.20
C716854-0	12/30/2024	CREDIT FOR RETURNED CASE	11-16-10-53500 CITY HALL BLDG MAINT SUPPLIES	128.67-
Total OFFICE PRO INC:				239.74
OPN INC				
24657000-1	12/31/2024	PROGRAM RM STDY-SVC THR	99-00-00-52110 GENERAL ADMIN EXPENSES	9,800.00
Total OPN INC:				9,800.00
PATS SERVICES INC				
A-276107	12/26/2024	PORT A POTTY OAK HILL 2024	48-00-00-52260 CEM WATER/SEWER EXP	270.00
A-276793	01/01/2025	PORT A POTTY OAK HILL 11/23-	48-00-00-52260 CEM WATER/SEWER EXP	270.00
Total PATS SERVICES INC:				540.00
PESCHES GREENHOUSE				
23671	12/05/2024	WREATHS 2024	40-55-10-53500 BLDG MAINT SUPPLIES-UPPER RIV	200.00
27073	12/04/2024	FLOWERS-KERRI JOHNSON	11-11-00-53990 COUNCIL MISCELLANEOUS EXPENSE	60.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total PESCHES GREENHOUSE:				260.00
QUADIENT FINANCE USA INC				
0103-DEC2320	01/02/2025	POSTAGE 12/23	11-00-00-16150 PREPAID POSTAGE METER	500.00
Total QUADIENT FINANCE USA INC:				500.00
QUALITY STATE OIL				
250020821	01/03/2025	255.6 GAL ON RD	11-32-10-53410 VEHICLE-FUEL & OIL	768.33
250070810	01/07/2025	28.9 GAL OFF ROAD	11-32-10-53410 VEHICLE-FUEL & OIL	81.79
250080807	01/08/2025	490.8 GALS ON RD	11-32-10-53410 VEHICLE-FUEL & OIL	1,494.98
250080808	01/08/2025	198.4 GAL OFF ROAD	11-32-10-53410 VEHICLE-FUEL & OIL	561.48
Total QUALITY STATE OIL:				2,906.58
QUILL LLC				
42131052	12/27/2024	TP/PT/SOAP	99-00-00-53500 LIBRARY MAINT SUPPLIES	178.15
42131052	12/27/2024	COPY PAPER	99-00-00-53100 LIBRARY OFFICE SUPPLIES	124.47
Total QUILL LLC:				302.62
RHYME BUSINESS PRODUCTS				
38084034	12/10/2024	SHARP COPIER-DEC 2024	11-16-10-55310 CH OFFICE EQUIPMENT CONTRACTS	158.21
38261503	01/06/2025	SHARP BLK/CLR OVERAGE-4T	11-16-10-55310 CH OFFICE EQUIPMENT CONTRACTS	722.03
Total RHYME BUSINESS PRODUCTS:				880.24
SHERWIN WILLIAMS				
7939-6	12/23/2024	GREEN PAINT	11-52-00-53520 GROUNDS MAINT SUPPLIES	135.76
Total SHERWIN WILLIAMS:				135.76
SHRED-IT				
1000348843	10/25/2024	SHRED SVC OCT 2024	11-16-10-53600 CITY HALL MAINT SERVICE COSTS	74.38
Total SHRED-IT:				74.38
STATE OF WISCONSIN				
64-246 12/24	01/08/2025	COURT FINES-DEC 2024	11-12-00-24240 COURT FINES-STATE	3,633.05
Total STATE OF WISCONSIN:				3,633.05
T2 SYSTEMS INC				
UPS00054817	12/31/2024	MONTHLY OWNER LOOK UP	42-34-50-54500 SUPPORT CONTRACTS	2.50
Total T2 SYSTEMS INC:				2.50
TAPCO INC				
I791653	11/20/2024	HARDWARE-2024	11-34-10-52600 REPAIRS-TRAFFIC SIGNALS,ETC	575.69
Total TAPCO INC:				575.69
TITAN PUBLIC SAFETY SOLUTIONS				
5916	01/01/2025	2025 TIPSS SUPPORT	11-12-00-53610 EQUIPMENT MAINT SERVICE COSTS	6,401.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
Total TITAN PUBLIC SAFETY SOLUTIONS:				6,401.00
TOTAL PARKING SOLUTIONS INC				
107101	12/23/2024	CMS MONITORING OCT24	42-34-50-54500 SUPPORT CONTRACTS	3,445.00
107102	12/23/2024	CMS MONITORING NOV24	42-34-50-54500 SUPPORT CONTRACTS	3,445.00
TOTAL PARKING SOLUTIONS INC:				6,890.00
UNIQUE MANAGEMENT SERVICES INC				
6134952	01/01/2025	PLACEMENTS-DEC2024	99-00-00-55110 CIRCULATION SUPPLIES & SERVICE	61.80
Total UNIQUE MANAGEMENT SERVICES INC:				61.80
UNITED LABORATORIES				
INV424713	12/23/2024	SUPER ORANGE JEL	11-52-00-53500 BLDG MAINT SUPPLIES-PARKS	2,346.25
INV424713	12/23/2024	WEED/BRUSH KILLER	11-52-00-53620 GROUNDS FERTILIZER/WEED CONTR	777.85
Total UNITED LABORATORIES:				3,124.10
VANDEWALLE & ASSOCIATES INC				
202411059	11/18/2024	CITY ZONING	11-69-30-52180 ZONING CODES	7,020.75
202411059	11/18/2024	COST RECOVERY	11-00-00-13910 A/R BILL OUTS	6,212.50
202412022	12/19/2024	CITY ZONING	11-69-30-52180 ZONING CODES	4,935.27
202412022	12/19/2024	COST RECOVERY	11-00-00-13910 A/R BILL OUTS	4,794.32
Total VANDEWALLE & ASSOCIATES INC:				22,962.84
WALWORTH COUNTY TREASURER				
64-246 12/24	01/08/2025	COURT FINES-DEC 2024	11-12-00-24200 COURT FINES-COUNTY	1,425.20
Total WALWORTH COUNTY TREASURER:				1,425.20
WELDERS SUPPLY CO				
3150901	12/31/2024	PROPANE, ARGON, SMALL OXY	11-32-10-53400 OPERATING SUPPLIES-STREET DEPT	46.19
Total WELDERS SUPPLY CO:				46.19
WESTENN MECHANICAL CONTRACTORS				
i4477	12/23/2024	TUBE HEATER 5&6	11-32-10-52400 ST DEPT BUILDING REPAIRS	31.25
i4478	12/23/2024	TUBE HEATER #1-4	11-32-10-52400 ST DEPT BUILDING REPAIRS	260.00
i4482	01/03/2025	TUB HEATER 3&2	11-32-10-53600 ST DEPT BLDG MAINT SERV COSTS	934.84
Total WESTENN MECHANICAL CONTRACTORS:				1,226.09
WI DEPT OF TRANSPORTATION				
395-00003806	01/02/2025	MAIN ST-WIS DOT 2024	43-32-10-17010 STREET IMP PROGRAM	2,343.02
395-00003806	01/02/2025	MAIN ST PROJECT 2024	43-32-10-17010 STREET IMP PROGRAM	4,606.18
Total WI DEPT OF TRANSPORTATION:				6,949.20
WI MUNICIPAL COURT CLRK ASSN				
2025DUES	01/10/2025	2025 ASSOCIATION DUES	11-12-00-53240 DUES, BOOKS, PUBLICATIONS	110.00
Total WI MUNICIPAL COURT CLRK ASSN:				110.00

Invoice Number	Invoice Date	Description	GL Account and Title	Net Invoice Amount
WI MUNICIPAL JUDGES ASSOC				
2025DUES	01/10/2025	2025 WMJA DUES	11-12-00-53240 DUES, BOOKS, PUBLICATIONS	150.00
Total WI MUNICIPAL JUDGES ASSOC:				150.00
YMCA				
JAN 2025	01/01/2025	BIMONTHLY PMT JAN/FEB	11-70-00-57600 YMCA-YOUTH ATHLETIC PROGRAM	10,609.00
Total YMCA:				10,609.00
Grand Totals:				322,361.01

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Only unpaid invoices included.

Invoice.Batch = "01222025","12312024A","01222025A","12312024B"

Invoice Detail.GL account (2 Characters) = {<>} "61"

Invoice Detail.GL account (2 Characters) = {<>} "62"

RESOLUTION OF THE COMMON COUNCIL			
Resolution changing the renewal date for short term rental annual licenses in 2025 from January 31 st to March 31 st .			
Committee:	None		
Fiscal Impact:	N/A		
File Number:	25-R05	Date:	January 27, 2025

Whereas, §98-206(8)(y) the Short-Term Rental Ordinance of the Municipal Code of the City of Lake Geneva was amended on November 25, 2024, and,

Whereas, §98-206(8)(y) bx was added to the Short-Term Rental Ordinance and requires that the short-term rental annual license must be renewed by January 31 of each year, and

Whereas, the City of Lake Geneva is purchasing and implementing new software to track and manage short term rentals in the city, and

Whereas, the short-term rental software has not been installed and implemented, and additional time is needed to implement the software, input data, and possibly amend the short-term rental ordinance further to effectively operate and use the software, and

Whereas, additional time is necessary to determine what information and what format will be necessary to implement the short-term rental software;

Now Therefore be it Resolved that the Lake Geneva Common Council approves this resolution authorizing the renewal date for renewal of the annual license for short term rentals in 2025 shall be changed from January 31st to March 31st.

Granted by action of the Common Council of the City of Lake Geneva this 27th day of January 2025.

Council Action: ☐ Adopted ☐ Failed **Vote** _____

Mayoral Action: ☐ Accept ☐ Veto

Todd Krause, Mayor

Date

Attest:

Lacey L. Reynolds, City Clerk

Date