



FINANCE, LICENSE & REGULATION COMMITTEE

MONDAY, FEBRUARY 10, 2014 – 6:00 PM

COUNCIL CHAMBERS, CITY HALL

AGENDA

1. Call to Order
2. Roll Call
3. 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
4. Approve the Finance, License and Regulation Committee Meeting minutes of January 13, 2014 and January 27, 2014 meeting as distributed.
5. **LICENSES & PERMITS**
 - A. Original 2013-2014 Operator (Bartender) License applications filed by Heather T. Bartolini
 - B. Original Class “B” Fermented Malt Beverage & “Class C” Wine License applications filed by Pie High Pizza LLC, 820 Williams Street, Lake Geneva, John J. Karabas, Agent
6. Discussion/Action purchasing of up to three Microsoft Surface 2 tablets for Council use
7. **Presentation of Accounts**
 - A. Purchase Orders. None
 - B. Prepaid Bills in the amount of \$71,360.73
 - C. Regular Bills in the amount of \$156,939.67
 - D. Acceptance of Monthly Treasurer’s Report for October, 2013
8. 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.

2/7/14 3:30PM

cc: Committee Members, Mayor & remaining Council, Administrator, City Clerk, Attorney, Treasurer



FINANCE, LICENSE & REGULATION COMMITTEE

MONDAY, JANUARY 13, 2014 – 6:00 PM

COUNCIL CHAMBERS, CITY HALL

MINUTES

1. **Call to Order at 6:00**

2. **Roll Call**

Present: Hill, Hougen, Mott, Kupsik, Lyon

Also Present: City Administrator Jordan, Director of Public Works Winkler, Comptroller Pollitt, Clerk Neubeck

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

None

4. **Approve the Finance, License and Regulation Committee Meeting minutes of December 23, 2013 meeting as distributed.**

Motion #1: Alderman Kupsik moved to approve the Finance, License and Regulation Committee Meeting minutes of December 23, 2013 meeting as distributed, Alderman Hougen seconded, and the motion passed unanimously.

5. **LICENSES & PERMITS**

A. **Original Class “B” Fermented Malt Beverage & “Class C” Wine License application filed by K&B Restaurant Group LLC, d/b/a The Original Chicago Pizza Company, Inc., 150 Center St., Lake Geneva, John Regester, Agent**

Motion #2: Alderman Kupsik moved to recommend the City Council approve Original Class “B” Fermented Malt Beverage & “Class C” Wine License application filed by K&B Restaurant Group LLC, d/b/a The Original Chicago Pizza Company, Inc., 150 Center St., Lake Geneva, John Regester, Agent, Alderman Lyon seconded, and the motion passed unanimously.

Chairwoman Hill explained the Original Chicago Pizza Company has a new owner which necessitates this permit.

B. **Original 2013-2014 Operator (Bartender) License application filed by Megan Kemper and Andrew Wisnowski**

Motion #3: Alderman Kupsik moved to recommend the City Council approve original 2013-2014 Operator (Bartender) License applications filed by Megan Kemper and Andrew Wisnowski, Alderman Lyon seconded, and the motion passed unanimously.

C. **Temporary Class “B” License application submitted by AnneMarie Janikowski on behalf of St. Francis Parish Life for the sale of fermented malt beverages at St. Francis Parish Life, 148 W. Main Street, Lake Geneva, for Annual Chili Cook-off on February 1, 2014**

Motion #4: Alderman Kupsik moved to recommend the City Council approve a temporary Class “B” License application submitted by AnneMarie Janikowski on behalf of St. Francis Parish Life for the sale of fermented malt beverages at St. Francis Parish Life, 148 W. Main Street, Lake Geneva, for their Annual Chili Cook-off on February 1, 2014, Alderman Hougen seconded, and the motion passed unanimously.

6. Discussion/Recommendation of Cook & Main Streets traffic signal project bids

Director Winkler explained an alternate bid was done for a bump out island which has come in quite high. The low bid for installation for traffic is Outdoor Lighting of Milwaukee, and the island would be roughly \$130,000 which would be too much for an island and storm sewer. The cost for the equipment from TAPCO was \$53,133.

Chairwoman Hill asked why the equipment was not bid out as well.

Director Winkler explained TAPCO provided the rest of the equipment for other traffic lights. The purpose of the bump out was to shorten the walk for those crossing the street.

Chairwoman Hill asked what the all-in amount for this project

Director Winkler replied it is \$145,000 plus the cost of engineering in the following agenda item.

Alderman Mott asked if there are any other companies who can provide the equipment.

Director Winkler explained he is not aware of any locally; however, TAPCO is on the State bidding list which is why GAI selected the equipment.

Motion #5: Alderman Kupsik moved to recommend the City Council award the Cook & Main Streets traffic signal project to Outdoor Lighting in the amount of \$87,418.45 and the City's direct purchase of the signal poles, heads, and other equipment in the amount of \$53,133, Alderman Lyon seconded, and the motion passed unanimously.

Chairwoman Hill asked how this project will be funded.

Administrator Jordan replied it will be paid from TID #4.

The motion passed unanimously.

7. Discussion/ Recommendation of GAI Construction Engineering Services Proposal for Cook & Main Streets traffic signal project

Director Winkler said this is an estimated amount and may be less if no survey work is needed. Costs are calculated hourly and will do his best to keep the cost down.

Chairwoman Hill wanted to verify the cost of engineering is not to exceed \$16,200.

Alderman Kupsik asked if GAI will coordinate all traffic signals in the vicinity.

Director Winkler said he thinks so as the equipment has accurate timers.

Motion #6: Alderman Kupsik moved to recommend the City Council approve a contract for construction engineering services with GAI Consultants, Inc. for the Cook & Main Streets traffic signal project not to exceed \$16,200, and Alderman Mott seconded.

Alderman Hill asked if this was being funded from TID #4 as well.

Administrator Jordan replied it is.

The motion passed unanimously.

8. Discussion/ Recommendation of 911 equipment upgrade/replacement

Motion #7: Alderman Hougen moved to suspend the rules to allow Chief Rasmussen to discuss the project, Chairwoman Hill seconded, and the motion to suspend the rules passed unanimously.

Chief Rasmussen explained the current 911 system is at its end and has been in the budget process for the past six years. He remarked two bids were received from AT&T and Intrado.

Chairwoman Hill said part of the funding will come from the \$90,000 levy for vehicles.

Alderman Kupsik asked if additional HVAC work will have to be done to accommodate the size of the equipment.

Chief Rasmussen replied it is smaller technology than before, so no accommodating HVAC work is necessary.

Chairwoman Hill asked what the life expectancy of this system will be.

Chief Rasmussen replied it will be in operation at least ten years.

Alderman Mott asked the difference between the AT&T Lifeline and the Intrado Viper systems.

Chief Rasmussen replied AT&T will install either; however, he recommended AT&T because they provide the system now, and it will be easier to interact with one company for parts and service.

Administrator Jordan said some changes will have to be done with the sprinkler system so it does not damage the new 911 system.

Chief Rasmussen added it is recommended to have a chemical rather than water based sprinkler system.

Alderman Hougen asked if it is the same system that handles cell phone 911 calls.

Chief Rasmussen replied the signal still bounces to the County first, and he plans to meet with the County after this is approved to discuss the nuances.

Alderman Kupsik voiced his concern of refitting the sprinkler system.

Administrator Jordan replied he is looking into an alarm system as well instead of a sprinkler system.

Chief Rasmussen said Intrado is based in Chicago which has a three hour response time while AT&T is in Milwaukee which will have a far better response time in the event of equipment problems.

Chairwoman Hill asked if the system has a warranty.

Chief Rasmussen replied it does.

Motion #8: Chairwoman Hill moved to recommend the City Council award the 911 equipment upgrade/replacement project to AT&T to be funded from 2014 capital equipment replacement and vehicle replacement funds in the amount of \$130,719.02, and Alderman Hougen seconded.

Chairwoman Hill added there is a 60-90 day delivery window.

The motion carried unanimously.

9. Resolution14-R01, establishing wages, salaries and benefits for non-represented employees for the 2014 budget year

Chairwoman Hill said this is a result of the budget, and positions like Clerk, Comptroller, and Building & Zoning Administrator are not in it because they have new contracts.

Motion #9: Alderman Kupsik moved to recommend the City Council approve Resolution14-R01, establishing wages, salaries and benefits for non-represented employees for the 2014 budget year, Alderman Lyon seconded, and the motion carried unanimously.

10. Presentation of Accounts

A. Purchase Orders

None

B. Prepaid Bills in the amount of \$19,616.68

Motion #10: Alderman Kupsik moved to approve Prepaid Bills in the amount of \$19,616.68, Alderman Lyon seconded, and the motion carried unanimously.

C. Regular Bills in the amount of \$649,520.20

Comptroller Pollitt read off the items over \$5,000

Alderman Mott asked if final inspection has been done for the new bathroom facility.

Director Winkler replied it is finished and looks good.

Alderman Kupsik asked when it will open to the public.

Director Winkler replied it will be opened in the spring unless something comes up. It is heated and the water needs to be recharged in the event it needs to be opened.

Chairwoman Hill asked about the Luke bill.

Comptroller Pollitt replied it is for parts, service, and the controller for the sixty-six Luke parking machines.

Chairwoman Hill said this did not come as a separate bill and wanted to know if this should have been decided on its own agenda item.

Alderman Mott asked if the Lukes were worked on during the past year to warrant this cost.

Administrator Jordan replied they have been worked on 15-20 times, and was under the assumption this was the route the Council wanted to take until someone in house came on to take on some of this responsibility.

Alderman Kupsik asked if a Parking Supervisor was hired in the next four months would the City be paying for someone as well as the system.

Administrator Jordan replied yes, and the first year of service has already been used.

Chairwoman Hill voiced her concern of paying this amount and thought repairs should be done piecemeal.

Administrator Jordan said he wants to be sure the system has the proper maintenance because the Parking Supervisor may not at first provide the best support as the original manufacturer of the equipment.

Motion #11: Alderman Kupsik moved to recommend the City Council approve Regular Bills in the amount of \$649,520.20, Alderman Lyon seconded, and the motion passed 4-1 with Alderman Mott voting no.

11. Adjournment

Motion #12: Alderman Kupsik moved to adjourn, Alderman Lyon seconded, and the motion passed unanimously.

The meeting adjourned at 7:38pm.

Respectfully submitted by Tim Neubeck, City Clerk.

**THESE MINUTES ARE NOT OFFICIAL UNTIL APPROVED
BY THE FINANCE, LICENSE & REGULATION COMMITTEE**



FINANCE, LICENSE & REGULATION COMMITTEE

MONDAY, JANUARY 27, 2014 – 6:00 PM

COUNCIL CHAMBERS, CITY HALL

MINUTES

- 1. Call to Order at 6:00pm**
- 2. Roll Call**
Present: Hill, Hougen, Mott, Kupsik, Lyon
Also Present: Comptroller Pollitt, Administrator Jordan, Clerk Neubeck
- 3. Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda except for public hearing items. Comments will be limited to 5 minutes**
None
- 4. Approve the Finance, License and Regulation Committee Meeting minutes of January 13, 2014 meeting as distributed.**

Motion #1: Alderman Hill moved to continue the approval of January 13, 2014 meeting minutes to the next meeting due to a page missing, Alderman Hougen seconded, and the motion passed unanimously.

5. LICENSES & PERMITS

A. Original 2013-2014 Operator (Bartender) License applications filed by Alyxandra Barkwill and Kirsten Gardner

Motion #1: Alderman Kupsik moved to approve Original 2013-2014 Operator (Bartender) License applications filed by Alyxandra Barkwill and Kirsten Gardner, Alderman Lyon seconded, and the motion passed unanimously.

6. Discussion/ Recommendation on a proposal for the disc golf course signage

Director Winkler said funds are allocated in the designer's contract. He contacted D.B. Event Signage who offered to donate 46 wood carved signs. He offered another eight wayfaring signs. The cost includes donations and installation, and the bid came in at \$3,980. Whatever is left will be paid from park impact fees.

Alderman Kupsik said the signs are professional and will be a good addition for the disc golf course.

Motion #2: Alderman Hill moved to accept the proposal from D.B. Event Signage in the amount of \$3,980 to be funded from the designer's contract of Watch It Bend and Park Impact fees, and Alderman Kupsik seconded.

Alderman Hougen asked which side of the river this course is on.

Director Winkler replied it is on both sides of the river.

The motion passed unanimously.

7. Discussion/ Recommendation on Lake Geneva Boat Line pier lease

Administrator Jordan explained the lease should have been renewed in 2012, but the previous lease from the 1990s has had numerous addendums. Attorney Draper reviewed. The GL Boat Line asked for an additional 100 feet along the pier. Initially, the footage was 90 feet then 120 feet, and now they have 220 feet to the east of the piers.

Chairwoman Hill asked what the Boat Line charges for the day and nighttime boat parking at the Riviera.

Administrator Jordan said he does not know but will find out.

Chairwoman Hill asked why an employee is not used to do this when the City has the Beach area manned.

Administrator Jordan explained this practice has been in effect for as long as he can recall.

Chairwoman Hill asked why the applicant has such exclusive rights to the Riviera.

Administrator Jordan replied this section has been in the contract since its beginning.

Alderman Kupsik asked if there are other companies who have requested to operate.

Administrator Jordan replied Geneva Boat Line has operated there for forty years and does not recall any other company wishing to do so.

Chairwoman Hill asked if any other leases have built-in increases.

Administrator Jordan replied they do, but some have different terms depending on the length of their contracts.

Motion #3: Alderman Kupsik moved to recommend the City Council approve the Lake Geneva Boat Line pier lease as presented, and Alderman Hougen seconded.

Chairwoman Hill verified the lease would have begun retroactively in 2012 and would then expire in 2022.

Alderman Kupsik asked why this lease has taken so long to negotiate.

Administrator Jordan replied it was to remove the addendums put in each time the lease was approved. Attorney Draper also realized there is no map exhibit, and that had to be created among other items.

The motion passed unanimously.

8. Discussion/ Recommendation on Riviera shop leases

Administrator Jordan said this is for the shops on the first floor and each has a 3% increase each year. Due to disagreements between tenants, the City had to put in a section regarding cooperation amongst the tenants in order to iron out such disagreements similar to what malls do. When the leasees come in to sign, they will be given a letter with the terms. This now means the City will be able to take action against the lessees if there are problems.

Chairwoman Hill asked how tenants get space.

Administrator Jordan explained many are long term lessees, and if someone leaves, the City vets potential candidates. The City does not bid this out, but he keeps a list of companies wishing to open up a shop should a space be available.

Chairwoman Hill asked how this process came to be.

Administrator Jordan replied it was a practice put into place by the Piers and Harbor Committee.

Chairwoman Hill verified the price differences are based upon square footage.

Administrator Jordan replied she is correct.

Motion #4: Alderman Kupsik moved to recommend the City Council approve the Riviera shop leases as presented, Alderman Lyon seconded, and the motion passed unanimously.

9. Discussion/ Recommendation on a maintenance contract for the LUKE parking system with APT in the amount of \$67,100

Administrator Jordan gave an update on labor and parts APT has done in 2013. He noted some of the labor costs can come down should the City have a Parking Operations Supervisor who is mechanically inclined. APT gives upgrades, and he wants to ensure the City receives them in order to not become antiquated. However, it will be a new employee in a new position, so it remains to be seen if they will be able to defray the costs.

Chairwoman Hill said most of the cost is for maintenance. She then brought up a bill for wireless communication between the LUKE machines.

Comptroller Pollitt explained the bill in that it ensures the LUKE machines talk to each other, process credit cards, and communicate with the ticket writers' handheld machines.

Alderman Mott voiced his concern of having a year long contract when the City plans to hire someone to do the maintenance and oversee the system.

Administrator Jordan said it is due to the learning curve of the system and he wanted to ensure the system is taken care of in the mean time.

Alderman Kupsik added APT does not do contracts less than a year. If the City were to not renew, there would be no guarantee for maintenance or upgrades.

Chairwoman Hill asked if the previous Council knew about these costs.

Alderman Kupsik said the Council knew about this as the intricate system needs to be maintained.

Alderman Hougen voiced his displeasure of having a maintenance contract and having a Parking Operations Supervisor.

Chairwoman Hill said the maintenance portion and overseeing the parking operation should be kept a little bit further apart as the parking operations is much broader than the LUKEs as well as the difficulty of understanding proprietary software and hardware.

Alderman Kupsik said, while the position is being advertised, it has yet to be determined whether qualified applicants will apply, and he wants to make sure a contract is in place to take care of the system. Until a person is hired and trained, the City should have this contract to keep the LUKE system operating optimally.

Alderman Lyon agreed with Alderman Kupsik to ensure the City has adequate support. He added due to the hours put in by APT in the last year, someone could come in and maintain the system as maintaining the system is not full-time. He said that, later on, the contract can be for just software and upgrades.

Alderman Mott voiced his displeasure about the situation regardless.

Motion #5: Alderman Kupsik moved to recommend the City Council approve a maintenance contract for the LUKE parking system with APT in the amount of \$67,100, and Alderman Lyon seconded.

Alderman Kupsik verified this contract includes hardware and software upgrades.

Administrator Jordan said yes. He added APT sends out people to repair the system rather than the City sending out defective parts and waiting for it to come back.

Alderman Mott asked if Alderman Kupsik as Personnel Committee Chair is comfortable with hiring someone and if it will save the City money.

Chairwoman Hill said the City should not focus so much on that aspect of the Parking Operations Supervisor.

The motion passed 3-2 with Aldermen Mott and Hougen voting no.

10. Presentation of Accounts

A. Purchase Orders.

None

B. Prepaid Bills in the amount of \$5,576.60

Motion #6: Alderman Mott moved to approve Prepaid Bills in the amount of \$5,576.60, Alderman Hougen seconded, and the motion passed unanimously.

C. Regular Bills in the amount of \$109,079.38

Comptroller Pollitt read off items over \$5,000 which were for John's Disposal Service, Inc. for January refuse and recycling, Alliant Energy for December electric bills, Humphrey's Contracting for concrete projects and repairing Riviera pipes, and Timeless Flooring for Riviera floor refinishing.

Alderman Kupsik asked about the pipe repair bill.

Director Winkler explained it was to fix burst pipes in the men's room.

Chairwoman Hill asked what the pond maintenance is for.

Director Winkler said it is for winterization at the pond by the Museum and taking care of drainage issues.

Motion #7: Alderman Hougen moved to approve Regular Bills in the amount of \$109,079.38, Alderman Kupsik seconded, and the motion passed unanimously.

11. Adjournment

Motion #8: Alderman Kupsik moved to adjourn, Alderman Lyon seconded, and the motion passed unanimously.

The meeting adjourned at 6:47pm.

Tim Neubeck, City Clerk

**THESE MINUTES ARE NOT OFFICIAL UNTIL APPROVED
BY THE FINANCE, LICENSE & REGULATION COMMITTEE**



REGULAR CITY COUNCIL MEETING
MONDAY, FEBRUARY 10, 2014 – 7:00 PM
COUNCIL CHAMBERS, CITY HALL

AGENDA

1. Mayor Connors calls the meeting to order
2. Pledge of Allegiance – Alderman Taggart
3. Roll Call
4. Awards, Presentations, and Proclamations
 - A. Recognition of Eagle Scouts from Troops 128, 235, and 239
 - B. Beautification Committee – Mayor’s Christmas Decoration Awards
5. Re-consider business from previous meeting
6. Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda, except for public hearing items. Comments will be limited to 5 minutes.
7. Acknowledgement of Correspondence
8. Approve Capital Project Workshop minutes of January 25, 2014 and Regular City Council Meeting minutes of January 27, 2014, as prepared and distributed
9. **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. Original 2013-2014 Operator (Bartender) License applications filed by Heather T. Bartolini
 - B. Original Class “B” Fermented Malt Beverage & “Class C” Wine License applications filed by Pie High Pizza LLC, 820 Williams Street, Lake Geneva, John J. Karabas, Agent
10. Items removed from the Consent Agenda
11. **Second Reading Ordinance 14-02 amending Chapter 6, Alcohol Beverages of the Lake Geneva Municipal Code (prohibiting the consumption of fermented beverages on a commercial quadricycle)**
12. Discussion/Action on Riviera Shop Leases
13. **Finance, License and Regulation Committee Recommendations – Alderman Hill**
 - A. Discussion/Action purchasing of up to three Microsoft Surface 2 tablets for Council use

14. Presentation of Accounts – Alderman Hill

- A. Purchase Orders (None)
- B. Prepaid Bills in the amount of \$71,360.73
- C. Regular Bills in the amount of \$156,939.67
- D. Acceptance of Monthly Treasurer’s Report for October, 2013

15. Mayoral Appointments – Mayor Connors

- A. Appoint Coryn Commare to the Cemetery Board

16. Closed Session

Motion to go into Closed Session pursuant to Wis. Stat. 19.85 (1)(e) for competitive bargaining reasons for Fire union negotiations (Administrator Jordan)

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.

2/7/14 3:30PM

cc: Aldermen, Mayor, Administrator, Attorney, Department Heads, Media



CAPITAL PROJECTS WORKSHOP
SATURDAY, JANUARY 25, 2014 – 9:00 AM
CITY HALL, CONFERENCE ROOM 2C

MINUTES

1. Mayor Connors calls the meeting to order at 9:05am.

2. Roll Call

Present: Connors, Hill, Wall, Kupsik, Lyon, Hougen

Not Present: Kehoe, Mott, Taggart

Also Present: City Administrator Jordan, City Clerk Neubeck, Director of Public Works Winkler, Police Chief Rasmussen, Assistant Fire Chief Heindl, and Police Lieutenant Gritzner

3. 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.

No Comments

4. Discussion on capital projects for 2014

Administrator Jordan stated the individual departments will explain their portion of the capital projects, and he reminded those in attendance this meeting is for discussion purposes only as no decisions will be made. He added most cities like Lake Geneva borrow for capital projects every three years, banks are now approaching cities for loans, and the City may want to see what the interest rates are available compared to bonding. Capital borrowing is limited to five and a half percent of the City's equalized assessed value (EAV) which is roughly seventy million dollars. Due to levy restrictions, cities must now borrow.

Lieutenant Gritzner explained what the capital items and projects the Police Department wishes to fund.

- Replacing the color copier due to its age
- Upgrading the east gate at the impound lot so it can be open electronically
- Changing the ballistic within the Dispatch to a level four material
- Purchasing a digital fingerprint reader so the Police Department has real-time identification with other databases
- Procuring an automated license plate recognition system which would read license plates automatically while on patrol
- Obtaining more barricades and light towers which would be helpful to have during public events and festivities

Alderman Hill disagreed with the purchase of items just for event purposes as she feels those organizations coordinating such events should have to pay for it. She said those items should only be used for emergency management purposes.

Director Winkler said the light towers aid the City in a variety of tasks including night repair work, dredging, and during main breaks.

Alderman Lyon asked if the City is prepared for Microsoft discontinuing updates for the Microsoft XP operating system.

Administrator Jordan replied most computers within the City are using Windows 7; however, he will work with the City's information technology (IT) professional for an inventory of computers on the network.

Assistant Chief Heindl explained what capital items and projects the Fire Department wishes to fund.

- Replacing the roof as it is the original roof from when the facility was built in 1972
- Purchasing new personal protective equipment as many items have reached their end of life stage after five to six years of service
- Obtaining Pro-Phoenix systems for a squad vehicle, tower truck, and an additional fire engine

Administrator Jordan added the City is looking into replacing phone systems at the Fire Department, City Hall, and Library; however, he is working with AT&T in getting an accurate quote and timeline. He then reviewed some items for City Hall:

- Replacing City Hall windows
- Blocking off the entrance inside City Hall near the Building and Zoning Department. Instead, residents would be able to use the vestibule to make payments and drop things off instead of coming inside.
- Purchasing a new color copier

Administrator Jordan said the City is looking into purchasing a trash compactor for the Riviera which would remove the dumpsters.

Alderman Kupsik suggested renting a trash compactor so the City would not have to repair it. He asked if the Riviera has a sufficient electrical system to handle it as well as space for the hydraulic portions of the compactor. He added outdoor compactors lose functionality during winters if the hydraulic system is not properly enclosed.

Mayor Connors suggested taking a break.

The meeting took an intermission at 10:30am and returned at 10:38am.

Director Winkler stated the Public Works department brought forth two million dollars worth of capital projects with three quarters of that amount being pavement related: streets, alley ways, sidewalks, etc.

Alderman Wall asked if the amount for pavement related repairs is sufficient and if the City should make more repairs.

Director Winkler replied that amount would be too great to replace everything all at once, and his goal is to evaluate roads and repair the worst ones first.

Alderman Hougen recommended the City allocated more funding for economic development and technology related upgrades.

Director Winkler said more businesses that come to the City will need workers which will need homes which are connected by roads. Street problems are exacerbated by tourists, and he wanted to ensure the City can properly accommodate all vehicles entering and leaving the City.

Mayor Connors informed the group the tax improvement district (TID) will close in the coming years, and the City should be prepared to spend the remaining funds.

Alderman Kupsik asked if the City's entire fuel station needs to be replaced.

Director Winkler replied the tanks are fine, but the control system needs to be replaced.

Mayor Connors asked how often alleys are repaired.

Director Winkler replied one alley is replaced a year, but there are not many alleys outside of the TID which need to be replaced. He suggested the City focus on collector and feeder street conditions instead.

Mayor Connors said the City plans on adding signage to parks without them and replacing signs on those that do so there is uniformity.

Alderman Hill asked if downtown signage is more vital than park signage.

Alderman Kupsik replied signs are missing or quite worn, and the signage helps non-locals find them. He added the City has twenty two parks, but all residents may not know of them all because they are not labeled as such.

Director Winkler outlined other park upgrades.

Alderman Hill said the City should make a more coordinated effort to make it more pedestrian friendly especially along Route 50.

Administrator Jordan said Route 50 is always a difficult topic due to right of ways, easements, and other issues.

Mayor Connors suggested bringing this issue to the Public Works Committee at a later date.

Director Winkler said huge strides have been made in the past fifteen year with bike trails, walking trails, and sidewalks to make the City more pedestrian and bicycle friendly. He added a master plan for such initiatives is difficult to implement especially when private owners are involved.

Administrator Jordan said he will use this input and bring more information back to the Council when he has an update.

5. Adjournment

Motion #1: Alderman Wall moved to adjourn, Alderman Hill seconded, and the meeting adjourned at 12:03 pm.

Tim Neubeck, City Clerk.

THESE ARE NOT OFFICIAL MINUTES UNTIL APPROVED BY THE COMMON COUNCIL



REGULAR CITY COUNCIL MEETING
MONDAY, JANUARY 27, 2014 – 7:00 PM
COUNCIL CHAMBERS, CITY HALL

MINUTES

- 1. Mayor Connors calls the meeting to order at 7:00pm**
- 2. Pledge of Allegiance – Alderman Kupsik**
- 3. Roll Call**
Present: Connors, Hougen, Wall, Mott, Hill, Kehoe, Kuspik, Lyon
Not Present: Taggart (excused)
Also Present: Attorney Draper, City Administrator Jordan, Clerk Neubeck, Director of Public Works Winkler
- 4. Awards, Presentations, and Proclamations**
None

Mayor Connors announced there will be a shuttle bus from Home Depot to the downtown area for Winterfest this coming weekend.
- 5. Re-consider business from previous meeting**
None
- 6. Comments from the public as allowed by Wis. Stats. §19.84(2), limited to items on this agenda, except for public hearing items. Comments will be limited to 5 minutes.**
Terry O’Neill, 954 George Street, stated, in regards to Agenda Items 14B and 13C that he felt the City Council’s control over certain departments. He said the City should maintain control of its departments as per its Charter rather than bureaucratic control. He finds that the square footage charges for Riviera shop contracts are inconsistent.
- 7. Acknowledgement of Correspondence**
Clerk Neubeck acknowledged correspondence from the Lake Geneva Historic Preservation Commission voicing their displeasure about a potential parking structure.
- 8. Approve Regular City Council Meeting minutes of January 13, 2014, as prepared and distributed**
Motion #1: Alderman Wall moved to approve Regular City Council Meeting minutes of January 13, 2014, as prepared and distributed, Alderman Kehoe seconded, and the motion passed unanimously.
- 9. 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. Original 2013-2014 Operator (Bartender) License applications filed by Alyxandra Barkwill and Kirsten Gardner.**
Motion #2: Alderman Hougen moved to approve Original 2013-2014 Operator (Bartender) License applications filed by Alyxandra Barkwill and Kirsten Gardner, Alderman Kupsik seconded, and the motion passed unanimously.

10. Items removed from the Consent Agenda

None

11. Update on probationary Operator licenses for Lori A. Hall and Christopher C. Cummings (no action required)

Mayor Connors explained these individuals were given six month probationary Operator licenses. Police Chief Rasmussen wrote a memo explaining their background checks came back fine in the meantime, and their probationary Operator licenses would now become full licenses.

12. First Reading Ordinance 14-02 amending Chapter 6, Alcohol Beverages of the Lake Geneva Municipal Code (prohibiting the consumption of fermented beverages on a commercial quadricycle)

Mayor Connors explained this is just a first reading of the Ordinance, and any interested parties can obtain a copy from the City Clerk.

13. Finance, License and Regulation Committee Recommendations – Alderman Hill

A. Discussion/Action on a proposal for the disc golf course signage

Alderman Hill explained this project is anticipated to cost \$3,980

Motion #3: Alderman Hill moved to accept the proposal from D.B. Event Signage in the amount of \$3,980 to be funded from the designer’s contract and Park Impact fees, and Alderman Kupsik seconded.

Alderman Hill informed the Council the owner of the company, Mr. Buelter, will be donating signs as well as performing the installation.

The motion passed unanimously.

B. Discussion/Action on Lake Geneva Boat Line pier lease

Motion #4: Alderman Hill moved to approve Lake Geneva Boat Line pier lease, and Alderman Wall seconded.

Alderman Hill explained staff needed to clean up language on the lease which is for ten years beginning in 2012 incorporating a three percent annual increase.

Attorney Draper mentioned a major change to the lease is a section which will not hold Lake Geneva Boat Line for normal wear and tear to the pier; however, it would be liable for any abusive damage done by the company of patrons.

Motion #5: Alderman Kupsik moved to instruct City Attorney to insert language in section 6 of the lease to say the Geneva Boat Line is not responsible for wear and tear on the pier but will be responsible for abuse as well as change to the boundaries on the map exhibit, and the motion passed unanimously

Motion #4 passed unanimously.

C. Discussion/Action on Riviera shop leases

Motion #6: Alderman Hill moved to approve the Riviera shop leases, and Alderman Wall seconded.

Alderman Hill questioned the differences in lease rates.

Mayor Connors read off the rates per square foot for the individual contracts.

Administrator Jordan said the lower rates pertain to storage sheds.

Alderman Hill asked about the great variety in prices.

The motion and second were withdrawn while Administrator Jordan went back to his office to obtain the leases and related information.

Motion #7: Alderman Hill moved to suspend the rules to go to Agenda Item 13D, Alderman Mott seconded, and the motion passed unanimously.

D. Discussion/Action on a maintenance contract for the LUKE parking system with APT in the amount of \$67,100

Alderman Hill noted this was recommended by the Finance Committee three to two.

Motion #8: Alderman Hill moved to approve a maintenance contract for the LUKE parking system with APT in the amount of \$67,100, and Alderman Kupsik seconded.

Alderman Hill said this will be paid from the parking fund and pointed out Administrator Jordan's memo regarding 2013 repairs.

Alderman Wall voiced his displeasure about the cost of the maintenance contract and feels the City is not receiving the best deal.

Administrator Jordan explained the costs of hardware, labor, and software. He noted several computers in the LUKES malfunctioned over the past year possibly due to power surges, APT upgrades the software every now and then, but the City has the option to accept or reject the upgrades.

Alderman Lyon pointed out due to the proprietary system, the City only has a choice on labor as no other vendors can provide parts and software. He added the software system is not tailor-made to Lake Geneva and not accepting upgrades leaves the City vulnerable.

Alderman Kupsik said the City is not at a point to provide the maintenance yet, but he felt the contract should be approved to keep the LUKE system running.

Alderman Hill said she would like a Parking Operation Supervisor in place to oversee the system.

Alderman Mott asked what the cost of the contract was last year.

Administrator Jordan replied the contract was prorated, but it averaged out to \$1,100 per unit.

Alderman Mott voiced his displeasure with the system.

Mayor Connors said the extreme cold weather and age of the system contributes to some failure.

Alderman Hill asked about the units at the beach.

Administrator Jordan replied those units are part of their one year warranty ending this summer. The remainder of the calendar year for those units will be paid from beach funds.

Alderman Kehoe asked if APT would be willing to help train the new Parking Operations Supervisor on the system.

Administrator Jordan replied they will.

The motion passed four to three with Aldermen Hougen, Wall, and Mott voting no.

Motion #9: Alderman Hill moved to return to agenda item 13C, Alderman Hougen seconded, and the motion passed unanimously.

C. Discussion/Action on Riviera shop leases

Mayor Connors noticed some inconsistencies with the square footages of the shops and suggested this item be continued to the next meeting.

Motion #10: Alderman Kupsik moved to continue this item to the next meeting to verify the square footages, and Alderman Hougen seconded, and the motion passed unanimously.

14. Personnel Committee Recommendations – Alderman Kupsik

A. Discussion/Action on changes to Employee Handbook pertaining to part-time employees, disability insurance

Alderman Kupsik explained the changes pertain to paid time off (PTO) for part-time employees as well as disability insurance.

Motion #11: Alderman Kupsik moved to approve changes to Employee Handbook pertaining to part-time employees, disability insurance, and Alderman Lyon seconded.

Alderman Hougen asked how these changes compares to the private sector.

Administrator Jordan replied the language was taken from comparable communities and private sector organizations.

Alderman Hill said this is a good thing as it addresses PTO being given to part-time individuals.

The motion passed unanimously.

B. Discussion/Action on changes to Organizational Chart

Alderman Kupsik said the Committee wanted to reflect changes to the Cemetery, Public Works, and various departments in the organizational chart which is an appendix to the employee handbook.

Motion #12: Alderman Kupsik moved to approve the organizational chart as distributed, and Alderman Hougen seconded.

Mayor Connors explained the chart would reflect the current structure of the City's staff.

Alderman Kupsik explained changes to be reflecting current operations such as Police and Library department structures, the change of the Treasurer no longer being an elected position, the Cemetery employees being brought in under the Public Works umbrella, the addition of an Assistant Director of Public Works, the creation of a Parking Operations Supervisor, as well as changes of various titles to reflect current job descriptions.

Alderman Hill said she has an issue with a dotted line connecting the Common Council to the City Administrator.

Attorney Draper said an Ordinance specifically says what duties are given to the City Administrator and staff, and the organizational chart does not change duties or what powers are delegated by the Council. He stated Ordinances, State statutes, and the City's Charter trump any diagram.

Alderman Hougen said he does not see any problems with how duties are delegated to the City Administrator.

Administrator Jordan said he has always followed the City Council's direction.

Attorney Draper read section 2-184 which states:

“The Administrator, subject to the limitations defined in resolutions and ordinances of the City and state statutes, shall be the chief administrative officer of the City, responsible only to the Mayor and the Council for the proper administrations of the business affairs of the City, pursuant to state statutes, local resolutions or ordinances and directives of the Council, with the following power and duties.”

Attorney Draper gave examples such as following directions from the City Council and other duties in addition to directions from the City Council. He added this organizational chart is an illustration and in no way binding.

Administrator Jordan suggested making the line solid to quell any disputes.

Alderman Lyon said in the private sector a dotted line indicates guidance while a solid line is a direct report as it is indicative of span of control.

Mayor Connors said Ordinances and State statutes reflect exactly what duties are of certain positions.

Alderman Kupsik suggested the organizational chart be reviewed by the City Attorney and return to Council.

The City Attorney said Ordinances do not support the organizational chart because the Ordinances are the controlling documents. He said the private sector is not always comparable to the public sector as they have different missions and goals.

The item fails three to four with Aldermen Wall, Mott, Hill, and Kehoe voting no.

Motion #13: Alderman Hill moved to send the organizational chart back to the Personnel Committee with Attorney Draper’s review, Alderman Wall seconded, and the motion passed unanimously.

C. Discussion/Action on hiring an Assistant Director of Public Works

Alderman Kupsik explained the Personnel Committee recommended posting this job description for candidates to apply.

Motion #14: Alderman Kupsik moved to approve the creation of the position and to proceed in posting the job description, and Alderman Mott seconded.

Administrator Jordan explained the Street Superintendent position will be replaced by the Assistant Director of Public Works who will be mentored by the current Director of Public Works.

Alderman Mott thanked the Personnel Committee for coming up with this idea and thinks it is an excellent option.

Director Winkler explained the City has the flexibility to have a Director of Public Works and an Assistant Director of Public Works who would directly oversee the Street Department.

Administrator Jordan said the position will be posted on various professional websites and have the salary to be dependent on qualifications.

Alderman Hill suggested loosening the educational requirements of the position.

Alderman Kupsik explained the Committee approved the posting of this position.

The motion passed unanimously.

15. Presentation of Accounts – Alderman Hill

A. Purchase Orders

None

B. Prepaid Bills in the amount of \$5,576.60

Motion #15: Alderman Hill moved to approve Prepaid Bills in the amount of \$5,576.60, Alderman Hougen seconded, and the motion passed unanimously.

C. Regular Bills in the amount of \$109,079.38

Alderman Hill read off items over \$5,000 which were for the following entities: John’s Disposal Service, Inc. for January refuse and recycling, Alliant Energy for December electric bills, Humphrey’s Contracting for concrete projects and repairing Riviera pipes, and Timeless Flooring for Riviera floor refinishing.

Motion #16: Alderman Hill moved to approve Regular Bills in the amount of \$109,079.38, Alderman Kupsik seconded, and the motion passed unanimously.

16. Mayoral Appointments (None) – Mayor Connors

17. Closed Session

Motion to go into Closed Session pursuant to Wis. Stat. 19.85 (1)(e) for competitive bargaining reasons for Fire union negotiations (Administrator Jordan)

Motion #17: Alderman Lyon moved to go into Closed Session pursuant to Wis. Stat. 19.85 (1)(e) for competitive bargaining reasons for Fire union negotiations, Alderman Hougen seconded, and the motion passed unanimously.

The meeting went into closed session at 8:26 pm.

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

No action was required.

Motion #18: Alderman Kupsik moved to return to open session, Alderman Lyon seconded, and the motion passed unanimously.

The meeting returned to open session at 8:33 pm.

19. Adjournment

Motion #19: Alderman Mott moved to adjourn, Alderman Lyon seconded, and the motion passed unanimously

The meeting adjourned at 8:34

Tim Neubeck, City Clerk.

THESE ARE NOT OFFICIAL MINUTES UNTIL APPROVED BY THE COMMON COUNCIL

City of Lake Geneva

Licenses Issued between 2/10/2014 and 2/10/2014

Date: 2/04/2014
Time: 5:03 PM
Page: 1

Operator's Regular

<u>Issued</u>	<u>License No</u>	<u>Customer</u>	<u>Address</u>	<u>Total</u>
2/10/2014	2013- 319	Heather T. Bortolini Employer: Two Thumbs Up LLC	632 Faryl Ave., Apt. 3 D/B/A Thumbs Up Delavan, WI 53115 260 Broad Street Lake Geneva, WI 53147	30.00

Operator's Regular

Count: 1

Totals for this Type: 30.00

To Chief
1-22-14

CITY OF LAKE GENEVA

ALCOHOL LICENSE CHECKLIST

CHECKLIST MUST BE SUBMITTED BY EACH APPLICANT SEEKING A NEW ALCOHOL LICENSE. INCOMPLETE APPLICATIONS WILL BE REJECTED.

Applicant/Agent Name: John J. Karabas
 Business Name and Address: Pie High Pizza
 Type of Alcohol License(s) Sought: B & C

Applicant	Office Use	Item
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Discuss with City Clerk (or Deputy Clerk) the desired alcohol license and proposed use.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Original Alcohol Beverage Retail License Application (AT-106) Thoroughly complete questions 1-14 and complete the box in the upper right corner. Application can be notarized at City Hall.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Auxiliary Questionnaire (AT-103). Thoroughly complete the top sections and questions 1-6. A copy must be submitted for each officer, director, member, manager or agent of the corporation, LLC, or non-profit organization. Application(s) can be notarized at City Hall.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Agent Schedule (AT-104). Thoroughly complete the top section and the "Acceptance by Agent" section.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$25 publication fee payable to the City of Lake Geneva and due upon application.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Proof of Completing Responsible Beverage Server Training Course. Individuals, partners and agents of corporations and LLC's must have successfully completed an approved responsible beverage server training course within the past two years. <i>Does not apply to individuals who held, or were an agent of a corporation or LLC that held a liquor license within the past two years.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Proof of Residency. Applicants must have resided 90 days continuously in this state prior to the date of application. Proof of residency could include voter registration, motor vehicle registration, driver's license, residential lease or purchase agreement, or income tax records. <i>Officers, directors, members or managers of corporations or LLCs are not required to meet the State residency requirement.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Proof of Wisconsin Seller's Permit. Can be a copy of a letter, e-mail or website from the State of Wisconsin proving that the applicant is in good standing for sales tax purposes and holds a valid seller's permit.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Map of premises. Applicant must submit a map of the premises, identifying the building(s), room(s), and/or land area under his/her control where alcohol beverages will be sold, served, consumed, or stored. Map does not need to be drawn to scale but should include a small compass arrow showing which direction is north.

Applications (AT-106, AT-103, AT-104) may be obtained at City Hall or from the Wisconsin Department of Revenue website, <http://www.revenue.wi.gov/forms/alcohol>.

For Office Use Only

Date Filed with Clerk: 1-22-14

Publication Fee Receipt Number: C140122-10

Date forwarded to Police Chief: 1-22-14

Date Published in Newspaper: 2-6-14

FLR Approval: _____

Council Approval: _____

License Issued Date: _____

License Fee Received: _____

Receipt Number: _____

License Number: _____

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning Feb 1 20 13
ending 6-30 20 14

TO THE GOVERNING BODY of the: Town of } Lake Geneva
 Village of }
 City of }

County of Walworth Aldermanic Dist. No. _____ (if required by ordinance)

Applicant's Wisconsin Seller's Permit Number:	
Federal Employer Identification Number (FEIN):	
LICENSE REQUESTED ▶	
TYPE	FEE
<input type="checkbox"/> Class A beer	\$
<input checked="" type="checkbox"/> Class B beer	\$
<input checked="" type="checkbox"/> Class C wine	\$
<input type="checkbox"/> Class A liquor	\$
<input type="checkbox"/> Class B liquor	\$
<input type="checkbox"/> Reserve Class B liquor	\$
Publication fee	\$ <u>25.00</u>
TOTAL FEE	\$

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): ▶ Karabas, John James Pie High Pizza LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

President/Member	Title <u>President</u>	Name <u>John J. Karabas</u>	Home Address <u>425 W. Lake Geneva</u>	Post Office & Zip Code <u>53125</u>
Vice President/Member				<u>Parsons</u>
Secretary/Member				
Treasurer/Member				
Agent ▶		<u>John J. Karabas</u>		
Directors/Managers				

3. Trade Name ▶ Pie High Pizza Business Phone Number 262-275-1777
4. Address of Premises ▶ 820 Williams St. Post Office & Zip Code ▶ Lake Geneva 53147

5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) **Corporate/limited liability company applicants only:** Insert state _____ and date _____ of registration.
(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No
(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) Single story building w/ dining room + kitchen

10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
(b) If yes, under what name was license issued? _____
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
13. Does the applicant understand a Wisconsin Seller's Permit must be applied for and issued in the same name as that shown in Section 2, above? [phone (608) 266-2776]. Yes No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME

this 22 day of January 2014
Artis M. Roenspies (Clerk/Notary Public)
John J. Karabas (Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
John J. Karabas (Officer of Corporation/Member/Manager of Limited Liability Company/Partner)
My commission expires 8-17-14
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk <u>1-22-14</u>	Date reported to council/board <u>2-10-14</u>	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name) KARABAS		(first name) John	(middle name) James	
Home Address (street/route) 425 N Lower Garden		Post Office	City Fontana	State IL Zip Code 53125
Home Phone Number 262-394-5007		Age 53	Date of Birth 3-19-60	Place of Birth Oak Park IL

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.
- John S. Karabas of Pie High Pizza
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 5 yrs
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
If yes, identify. Pie High Pizza Fontana IL Class "B" Class "C" Retail Lic.
(Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
If yes, identify.
(Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name James John Properties	Employer's Address 401 N Morgan Ave Chicago IL	Employed From 6-1-1989	To 1-1-1999
Employer's Name Tomato Pizza Kitchen	Employer's Address 1001 W. Webster Chicago IL	Employed From 1-1-99	To 11-4-2005

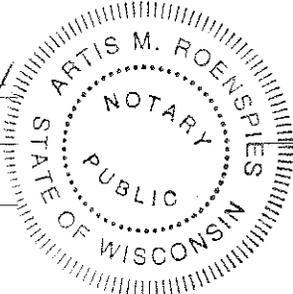
The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 22nd day of January, 20 14

Artis M. Roenspies
(Clerk/Notary Public)

My commission expires 8-17-14



[Signature]
(Signature of Named Individual)



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

Submit to municipal clerk.

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

To the governing body of: Town
 Village of Lake Geneva County of Walworth
 City

The undersigned duly authorized officer(s)/members/managers of Pie High Pizza
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as Pie High Pizza
(trade name)

located at 820 Williams St Lake Geneva WI 53147

appoints John S. Karabas
(name of appointed agent)

425 N Lower Gardens Fontana WI 53125
(home address of appointed agent)

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

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).
Pie High Pizza Fontana WI 53125

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

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 5 yrs

Place of residence last year 425 N. Lower Gardens Fontana WI 53125

For: Pie High Pizza
(name of corporation/organization/limited liability company)

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

And: _____
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, John S. Karabas, hereby accept this appointment as agent for the
(print/type agent's name)

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

[Signature] 11-15-13 Agent's age 53
(signature of agent) (date)

425 N Lower Gardens Fontana WI 53125 Date of birth 3-19-1960
(home address of agent)

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

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

Approved on 2-7-14 by [Signature] Title Chief of Police
(date) (signature of proper local official) (town chair, village president, police chief)



ORDINANCE 14-02

**AN ORDINANCE AMENDING CHAPTER 6, ALCOHOL BEVERAGES OF THE LAKE
GENEVA MUNICIPAL CODE**

The Common Council of the City of Lake Geneva, Wisconsin, does hereby ordain as follows:

1. That the Municipal Code of the City of Lake Geneva, Wisconsin, is hereby amended by adding a section to be numbered 6-4 which section reads as follows:

Section 6-4. Prohibition against fermented malt beverages on commercial quadricycles.

(a) Definitions:

(1) "Commercial quadricycle" has the meaning given in s. 340.01(8m) Wis. Stats.

(2) "Alcohol beverages" has the meaning given in s. 125.02(1) Wis. Stats.

(3) "Fermented malt beverages" has the meaning given in s. 125.02(6) Wis. Stats.

(b) No person shall carry any open can, bottle, or other container of alcohol beverages which by definition include fermented malt beverages or drink from the same on a commercial quadricycle in the City of Lake Geneva.

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

Adopted, passed, and approved by the Common Council of the City of Lake Geneva, Walworth County, Wisconsin, this ____ day of _____, 2014.

JAMES R. CONNORS, Mayor

Attest:

Tim Neubeck, City Clerk

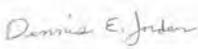
First Reading: 1-27-14
Second Reading: 2-10-14
Adoption: _____
Published: _____

CITY OF LAKE GENEVA

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



TO: MAYOR JIM CONNORS & COMMON COUNCIL

FROM: CITY ADMINISTRATOR DENNIS JORDAN 

DATE: FEBRUARY 10, 2014

RE: RIVIERA SHOP LEASES

Background: At the last Common Council meeting several members questioned why there were differences in the square footage costs of the rental units. Before 2008, the electricity was sent through a main meter that then dispersed to individual meters. During hot summer months, there may be instances of increased demand where Alliant purchased extra electricity to meet the demand. Alliant would then tack on their bill an extra demand charge. That charge only showed on the main meter and not the individual meters, so the City was picking the entire demand charge. The City then installed new meters for each individual shop and other areas of the Riviera. Alliant said the only way they would read the meters was if they were placed outside the Riviera. The Common Council thought that would be unsightly and placed them inside. City crews read the meters and the shops were billed accordingly. One of the shop owners thought that Alliant should still be reading the meters and contacted the Public Service Commission. The Commission, though understanding what we doing and why, stated that the City was acting like an electric utility and could not continue to do so. The Common Council decided at that time to average each shops electric bill over a three year period and add it to the rent each unit paid. The reason some are more expensive than others is that some use freezers and coolers and others do not. Also, some place air conditioners in their shops during the summer and others do not.

Enclosed in your packet is a spreadsheet showing the history of shop lease payments going back to the year 2005. The rents collected from 2008 on include the electrical use 3 year average in the rents for the shops. In the far right hand column I have shown the amount of electrical charges included in the rents.

Recommendation: Approve the 2014-2015 Riviera shop leases.

Concourse Lease Analysis
2014

= WHAT LEASES SAY

							0%	0%	5.00%	0.00%	0%		3%	3%			
<u>Space</u>	<u>Lessee</u>	<u>Business</u>	<u>Square Foot-age</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2013 billed</u>	<u>2014</u>	<u>2015</u>	<u>\$/sq ft</u>	<u>Electrical</u>
A	Carlson	Kandy Cove	178	4,974.26	5,148.36	5,328.55	6,717.05	6,717.05	6,717.05	6,952.15	7,052.90	7,052.90	7,090.96	7,303.69	7,522.80	39.06	925.38
B	Dazzo Fang/Fong	Del Sol	483	13,497.56	13,969.97	14,458.92	16,494.24	16,494.24	16,494.24	17,318.95	17,318.95	17,318.95	17,318.96	17,838.53	18,373.68	35.86	637.47
C	g	Dockside G	442	12,351.79	12,784.10	13,231.55	14,742.88	14,742.88	14,742.88	15,480.00	15,480.00	15,480.00	15,480.00	15,944.40	16,422.73	35.02	187.25
D	Smith	Accessorie:	182	5,086.03	5,264.04	5,448.28	6,366.63	6,366.63	6,366.63	6,589.46	6,684.96	6,684.96	6,684.96	6,885.51	7,092.07	36.21	379.34
E	Kaniuk Bialous-Gogolewski	Creative GI	178	4,974.24	5,148.34	5,328.53	6,286.61	6,286.61	6,286.61	6,506.64	6,600.94	6,600.94	6,600.94	6,798.97	7,002.94	36.55	427.06
F	ki Angeles/	Riviera Bea	140	3,912.33	4,049.26	4,190.99	4,733.81	4,733.81	4,733.81	4,899.49	4,970.50	4,970.50	4,970.52	5,119.64	5,273.22	35.00	129.48
G/H	Ming	Ba-Ba's Lak	274	7,655.98	7,923.94	8,201.28	10,126.58	10,126.58	10,126.58	10,481.01	10,632.91	10,632.91	10,632.91	10,951.90	11,280.45	38.25	1,138.48
I	Carlson Marsala/C	Kandy Cove	72	685.37	709.36	734.19	1,324.74	1,324.74	1,324.74	1,371.11	1,390.98	1,390.98	1,461.00	1,504.83	1,549.97	19.04	559.29
K	arlson	Ice Cream !	182	5,086.03	5,264.04	5,448.28	7,297.85	7,297.85	7,297.85	7,553.27	7,662.74	7,662.74	7,750.84	7,983.37	8,222.87	41.50	1,411.08
L	Carlson Zagorski/Poetzinger	Kandy Cove	92	2,570.96	2,660.94	2,754.08	3,927.87	3,927.87	3,927.87	4,065.35	4,124.26	4,124.26	4,186.56	4,312.16	4,441.52	44.19	971.61
M	r Marsala/	Bavarian Sv	180	5,030.12	5,206.17	5,388.39	4,937.57	6,284.18	6,284.18	6,504.13	6,598.39	6,598.39	6,597.80	6,795.73	6,999.61	36.13	368.50
O	Carlson	storage	72	685.47	709.46	734.29	807.72	807.72	807.72	835.99	848.11	848.11	848.11	873.55	899.76	11.61	0
				66,510.14	68,837.99	71,247.32	83,763.55	85,110.16	85,110.16	88,557.55	89,365.64	89,365.64	89,623.56	92,312.27	95,081.63		
													2,318.26	Gage			
Booked to GL						72,247.35	82,416.81	84,953.59	87,176.65	91,636.15	91,769.54	91,941.86	91,941.82				

CITY OF LAKE GENEVA

RIVIERA CONCOURSE LEASE

THIS AGREEMENT made this 20th day of March, 2014 by and between the CITY OF LAKE GENEVA, a municipal corporation, whose principle place of business is 626 Geneva St., Lake Geneva, WI. 53147, Lesser, hereinafter referred to as the CITY, and Del Ruth Carlson, whose address is N3102 Grandview Drive, Lake Geneva, WI 53147, Lessee, hereinafter referred to as 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 178 square feet,

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

2. The term of this Lease shall be 2 years. The LESSEE'S occupancy period under the lease shall be from April 1st through November 1st of each year.

3. LESSEE shall pay as annual rent as follows:

- 2014 season \$7,303.69
- 2015 season \$7,522.80

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 \$1,000.00 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. 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.

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 and No Cents (\$500,000.00) Dollars 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 responsible and holds the CITY harmless for damage to all their equipment, merchandise, and personal property 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, etc. that may occur from any source, including, but not limited to, theft, vandalism and 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 lease premises including, but not limited to, the erection of signs or other form of advertisement without the express written approval 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 any damages to the leased premises as a result of the unauthorized improvements. The City reserves the right to review and approve any signs and type and nature of services offered, merchandises or products sold.

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.

11. The LESSEE shall pay all license fees, permit fees, inspections and taxes that may be imposed by any City, State, or Federal authorities before opening for business.

12. Electrical usage is now included in the lease payment.

13. The CITY shall set general hours of business operation for the Riviera Concourse. During the general hours of business operation set by the CITY, the LESSEE's premises shall be open for business. LESSEE shall be permitted to be open at other hours with the express written consent of the CITY. The CITY will secure the Riviera Concourse during the hours the Concourse is closed. LESSEE will not open his/her business to the public during these "closed" hours.

14. 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 in any way fails to meet the demands of the public in the operation of the business herein referred to, or fails to pay the rent, then said LESSEE shall forfeit all right, title and interest to operate in the premises hereby leased and every part thereof. 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.

15. 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 15th of each season. LESSEE agrees to reimburse the CITY for any required locksmithing as the result of Lessee's failure to return the key.

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

17. 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 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, and if CITY shall so elect, 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 damage the CITY shall charge the LESSEE's security deposit for any repairs and restoration of the damage and collect any additional costs of said repairs from the LESSEE.

18. 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 following the thirty (30) day period or terminate 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.

19. 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 the action.

20. In the event LESSEE breaches any portion of this Lease, the aforementioned security deposit shall be considered as liquidated damages and applied as all or partial payment of any damages sustained by the CITY as a result of breach by LESSEE.

21. The LESSEE shall hold the CITY harmless from the payment of all claims from any damages 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.

IN WITNESS WHEREOF, the City Council of the CITY OF LAKE GENEVA has caused this indenture to be executed by its City Mayor, countersigned by the City Clerk, and sealed with its corporate seal, and Keith and Del Ruth Carlson have set their hands and seals, and all parties represent that each of the signers has full authority to execute the same.

For the CITY OF LAKE GENEVA

Jim Connors, Mayor

Lessee: Del Ruth Carlson

WITNESSETH:

Timothy Neubeck, City Clerk

Date

CITY OF LAKE GENEVA

RIVIERA CONCOURSE LEASE

THIS AGREEMENT made this ____ day of, March 2014 by and between the CITY OF LAKE GENEVA, a municipal corporation, whose principle place of business is 626 Geneva St., Lake Geneva, WI. 53147, Lesser, hereinafter referred to as the CITY, and Del Ruth Carlson, whose address is N3102 Grandview Drive, Lake Geneva, WI 53147, Lessee, hereinafter referred to as 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 "I", being an area of 72 square feet,

for the sole purpose of storage. The City reserves its right to approve any other items to be sold by LESSEE.

2. The term of this Lease shall be 2 years. The LESSEE'S occupancy period under the lease shall be from April 1st through November 1st of each year.

3. LESSEE shall pay as annual rent as follows:

- 2014 season \$1,504.83
- 2015 season \$1,549.97

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 \$150.00 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. 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.

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 and No Cents (\$500,000.00) Dollars 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 responsible and holds the CITY harmless for damage to all their equipment, merchandise, and personal property 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, etc. that may occur from any source, including, but not limited to, theft, vandalism and 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 lease premises including, but not limited to, the erection of signs or other form of advertisement without the express written approval 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 any damages to the leased premises as a result of the unauthorized improvements. The City reserves the right to review and approve any signs and type and nature of services offered, merchandises or products sold.

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.

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

12. Electrical usage is now included in the lease payment.

13. The CITY shall set general hours of business operation for the Riviera Concourse. During the general hours of business operation set by the CITY, the LESSEE's premises shall be open for business. LESSEE shall be permitted to be open at other hours with the express written consent of the CITY. The CITY will secure the Riviera Concourse during the hours the Concourse is closed. LESSEE will not open his/her business to the public during these "closed" hours.

14. 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 in any way fails to meet the demands of the public in the operation of the business herein referred to, or fails to pay the rent, then said LESSEE shall forfeit all right, title and interest to operate in the premises hereby leased and every part thereof. 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.

15. 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 15th of each season. LESSEE agrees to reimburse the CITY for any required locksmithing as the result of Lessee's failure to return the key.

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

17. 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 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, and if CITY shall so elect, 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 damage the CITY shall charges the LESSEE's security deposit for any repairs and restoration of the damage and collect any additional costs of said repairs from the LESSEE.

18. 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 following the thirty (30) day period or terminate 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.

19. 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 the action.

20. In the event LESSEE breaches any portion of this Lease, the aforementioned security deposit shall be considered as liquidated damages and applied as all or partial payment of any damages sustained by the CITY as a result of breach by LESSEE.

21. The LESSEE shall hold the CITY harmless from the payment of all claims from any damages 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.

IN WITNESS WHEREOF, the City Council of the CITY OF LAKE GENEVA has caused this indenture to be executed by its City Mayor, countersigned by the City Clerk, and sealed with its corporate seal, and Keith and Del Ruth Carlson have set their hands and seals, and all parties represent that each of the signers has full authority to execute the same.

For the CITY OF LAKE GENEVA

Jim Connors, Mayor

Lessee: Del Ruth Carlson

WITNESSETH:

Timothy Neubeck, City Clerk

Date

CITY OF LAKE GENEVA

RIVIERA CONCOURSE LEASE

THIS AGREEMENT made this ____ day of March, 2014 by and between the CITY OF LAKE GENEVA, a municipal corporation, whose principle place of business is 626 Geneva St., Lake Geneva, WI. 53147, Lesser, hereinafter referred to as the CITY, and Del Ruth Carlson, whose address is N3102 Grandview Drive, Lake Geneva, WI 53147, Lessee, hereinafter referred to as 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 "K", being an area of 182 square feet,

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

2. The term of this Lease shall be 2 years. The LESSEE'S occupancy period under the lease shall be from April 1st through November 1st of each year.

3. LESSEE shall pay as annual rent as follows:

- 2014 season \$7,983.37
- 2015 season \$8,222.87

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 \$1,000.00 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. 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.

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 and No Cents (\$500,000.00) Dollars 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 responsible and holds the CITY harmless for damage to all their equipment, merchandise, and personal property 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, etc. that may occur from any source, including, but not limited to, theft, vandalism and 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 lease premises including, but not limited to, the erection of signs or other form of advertisement without the express written approval 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 any damages to the leased premises as a result of the unauthorized improvements. The City reserves the right to review and approve any signs and type and nature of services offered, merchandises or products sold.

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.

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

12. **Electrical usage is now included in the lease payments.**

13. The CITY shall set general hours of business operation for the Riviera Concourse. During the general hours of business operation set by the CITY, the LESSEE's premises shall be open for business. LESSEE shall be permitted to be open at other hours with the express written consent of the CITY. The CITY will secure the Riviera Concourse during the hours the Concourse is closed. LESSEE will not open his/her business to the public during these "closed" hours.

14. 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 in any way fails to meet the demands of the public in the operation of the business herein referred to, or fails to pay the rent, then said LESSEE shall forfeit all right, title and interest to operate in the premises hereby leased and every part thereof. 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.

15. 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 locksmithing as the result of Lessee's failure to return the key.

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

17. 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 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, and if CITY shall so elect, 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 damage the CITY shall charge the LESSEE's security deposit for any repairs and restoration of the damage and collect any additional costs of said repairs from the LESSEE.

18. 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 following the thirty (30) day period or terminate 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.

19. 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 the action.

20. In the event LESSEE breaches any portion of this Lease, the aforementioned security deposit shall be considered as liquidated damages and applied as all or partial payment of any damages sustained by the CITY as a result of breach by LESSEE.

21. The LESSEE shall hold the CITY harmless from the payment of all claims from any damages 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.

IN WITNESS WHEREOF, the City Council of the CITY OF LAKE GENEVA has caused this indenture to be executed by its City Mayor, countersigned by the City Clerk, and sealed with its corporate seal, and Keith and Del Ruth Carlson have set their hands and seals, and all parties represent that each of the signers has full authority to execute the same.

For the CITY OF LAKE GENEVA

Jim Connors, Mayor

Lessee: Del Ruth Carlson

WITNESSETH:

Timothy Neubeck, City Clerk

Date

CITY OF LAKE GENEVA

RIVIERA CONCOURSE LEASE

THIS AGREEMENT made this ____ day of March, 2014 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 N3102 Grandview Drive, Lake Geneva, WI 53147, Lessee, hereinafter referred to as 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", being an area of 92 square feet,

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

2. The term of this Lease shall be 2 years. The LESSEE'S occupancy period under the lease shall be from April 1st through November 1st of each year.

3. LESSEE shall pay as annual rent as follows:

- 2014 season \$4,312.16
- 2015 season \$4,441.52

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 \$1,000.00 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. 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.

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 and No Cents (\$500,000.00) Dollars 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 responsible and holds the CITY harmless for damage to all their equipment, merchandise, and personal property 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, etc. that may occur from any source, including, but not limited to, theft, vandalism and 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 lease premises including, but not limited to, the erection of signs or other form of advertisement without the express written approval 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 any damages to the leased premises as a result of the unauthorized improvements. The City reserves the right to review and approve any signs and type and nature of services offered, merchandises or products sold.

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.

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

12. **Electrical usage is now included in the lease payment.**

13. The CITY shall set general hours of business operation for the Riviera Concourse. During the general hours of business operation set by the CITY, the LESSEE's premises shall be open for business. LESSEE shall be permitted to be open at other hours with the express written consent of the CITY. The CITY will secure the Riviera Concourse during the hours the Concourse is closed. LESSEE will not open his/her business to the public during these "closed" hours.

14. 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 in any way fails to meet the demands of the public in the operation of the business herein referred to, or fails to pay the rent, then said LESSEE shall forfeit all right, title and interest to operate in the premises hereby leased and every part thereof. 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.

15. 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 locksmithing as the result of LESSEE's failure to return the key.

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

17. 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 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, and if CITY shall so elect, 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 damage the CITY shall charge the LESSEE's security deposit for any repairs and restoration of the damage and collect any additional costs of said repairs from the LESSEE.

18. 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 following the thirty (30) day period or terminate 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.

19. 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 the action.

20. In the event LESSEE breaches any portion of this Lease, the aforementioned security deposit shall be considered as liquidated damages and applied as all or partial payment of any damages sustained by the CITY as a result of breach by LESSEE.

21. The LESSEE shall hold the CITY harmless from the payment of all claims from any damages 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.

IN WITNESS WHEREOF, the City Council of the CITY OF LAKE GENEVA has caused this indenture to be executed by its City Mayor, countersigned by the City Clerk, and sealed with its corporate seal, and Keith and Del Ruth Carlson have set their hands and seals, and all parties represent that each of the signers has full authority to execute the same.

For the CITY OF LAKE GENEVA

Jim Connors, Mayor

Lessee: Del Ruth Carlson

WITNESSETH:

Timothy Neubeck, City Clerk

Date

CITY OF LAKE GENEVA

RIVIERA CONCOURSE LEASE

THIS AGREEMENT made this ____ day of March, 2014 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 N3102 Grandview Drive, Lake Geneva, WI 53147, Lessee, hereinafter referred to as 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 "O", being an area of 72 square feet,

for the sole purpose of storage. The City reserves its right to approve any other items to be sold by LESSEE.

2. The term of this Lease shall be 2 years. The LESSEE'S occupancy period under the lease shall be from April 1st through November 1st of each year.

3. LESSEE shall pay as annual rent as follows:

- 2014 season \$873.55
- 2015 season \$899.76

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 \$150.00 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. 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.

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 and No Cents (\$500,000.00) Dollars 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 responsible and holds the CITY harmless for damage to all their equipment, merchandise, and personal property 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, etc. that may occur from any source, including, but not limited to, theft, vandalism and 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 lease premises including, but not limited to, the erection of signs or other form of advertisement without the express written approval 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 any damages to the leased premises as a result of the unauthorized improvements. The City reserves the right to review and approve any signs and type and nature of services offered, merchandises or products sold.

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.

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

12. **Electrical usage is included in the lease payment.**

13. The CITY shall set general hours of business operation for the Riviera Concourse. During the general hours of business operation set by the CITY, the LESSEE's premises shall be open for business. LESSEE shall be permitted to be open at other hours with the express written consent of the CITY. The CITY will secure the Riviera Concourse during the hours the Concourse is closed. LESSEE will not open his/her business to the public during these "closed" hours.

14. 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 in any way fails to meet the demands of the public in the operation of the business herein referred to, or fails to pay the rent, then said LESSEE shall forfeit all right, title and interest to operate in the premises hereby leased and every part thereof. 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.

15. 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 locksmithing as the result of LESSEE's failure to return the key.

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

17. 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 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, and if CITY shall so elect, 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 damage the CITY shall charge the LESSEE's security deposit for any repairs and restoration of the damage and collect any additional costs of said repairs from the LESSEE.

18. 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 following the thirty (30) day period or terminate 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.

19. 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 the action.

20. In the event LESSEE breaches any portion of this Lease, the aforementioned security deposit shall be considered as liquidated damages and applied as all or partial payment of any damages sustained by the CITY as a result of breach by LESSEE.

21. The LESSEE shall hold the CITY harmless from the payment of all claims from any damages 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.

IN WITNESS WHEREOF, the City Council of the CITY OF LAKE GENEVA has caused this indenture to be executed by its City Mayor, countersigned by the City Clerk, and sealed with its corporate seal, and Keith and Del Ruth Carlson have set their hands and seals, and all parties represent that each of the signers has full authority to execute the same.

For the CITY OF LAKE GENEVA

Jim Connors, Mayor

Lessee: Del Ruth Carlson

WITNESSETH:

Timothy Neubeck, City Clerk

Date

CITY OF LAKE GENEVA

RIVIERA CONCOURSE LEASE

THIS AGREEMENT made this ____ day of March, 2014 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 Elizabeth M. Dazzo, whose address is W3268 McDonald Road, Lake Geneva WI 53147, Lessee, hereinafter referred to as 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 483 square feet,

for the sole purpose of selling Del Sol products to consumers. The City reserves its right to approve any other items to be sold by LESSEE.

2. The term of this Lease shall be 2 years. The LESSEE'S occupancy period under the lease shall be from April 1st through November 1 of each year.

3. LESSEE shall pay as annual rent as follows:

- 2014 season \$17,838.53
- 2015 season \$18,373.68

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 \$1,000.00 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. 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.

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 and No Cents (\$500,000.00) Dollars 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 responsible and holds the CITY harmless for damage to all their equipment, merchandise, and personal property 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, etc. that may occur from any source, including, but not limited to, theft, vandalism and 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 lease premises including, but not limited to, the erection of signs or other form of advertisement without the express written approval 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 any damages to the leased premises as a result of the unauthorized improvements. The City reserves the right to review and approve any signs and type and nature of services offered, merchandises or products sold.

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.

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

12. Electrical usage is included in the lease payment.

13. The CITY shall set general hours of business operation for the Riviera Concourse. During the general hours of business operation set by the CITY, the LESSEE's premises shall be open for business. LESSEE shall be permitted to be open at other hours with the express written consent of the CITY. The CITY will secure the Riviera Concourse during the hours the Concourse is closed. LESSEE will not open his/her business to the public during these "closed" hours.

14. 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 in any way fails to meet the demands of the public in the operation of the business herein referred to, or fails to pay the rent, then said LESSEE shall forfeit all right, title and interest to operate in the premises hereby leased and every part thereof. 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.

15. 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 locksmithing as the result of LESSEE's failure to return the key.

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

17. 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 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, and if CITY shall so elect, 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 damage the CITY shall charge the LESSEE's security deposit for any repairs and restoration of the damage and collect any additional costs of said repairs from the LESSEE.

18. 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 following the thirty (30) day period or terminate 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.

19. 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 the action.

20. In the event LESSEE breaches any portion of this Lease, the aforementioned security deposit shall be considered as liquidated damages and applied as all or partial payment of any damages sustained by the CITY as a result of breach by LESSEE.

21. The LESSEE shall hold the CITY harmless from the payment of all claims from any damages 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.

IN WITNESS WHEREOF, the City Council of the CITY OF LAKE GENEVA has caused this indenture to be executed by its City Mayor, countersigned by the City Clerk, and sealed with its corporate seal, and Elizabeth M. Dazzo have set their hand and seals, and all parties represent that each of the signers has full authority to execute the same.

For the CITY OF LAKE GENEVA

Jim Connors, Mayor

Lessee: Elizabeth M. Dazzo

WITNESSETH:

Timothy Neubeck, City Clerk

Date

CITY OF LAKE GENEVA

RIVIERA CONCOURSE LEASE

THIS AGREEMENT made this ____ day of March, 2014 by and between the CITY OF LAKE GENEVA, a municipal corporation, whose principle place of business is 626 Geneva St., Lake Geneva, WI. 53147, Lesser, hereinafter referred to as the CITY, and Iwona Bialous-Gogolewski, whose address is 14607 Emery Lane, Woodstock, IL 60098, Lessee, hereinafter referred to as 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 Spaces "F", being an area of 140 square feet,

for the sole purpose of selling products to consumers. It is understood and agreed between the parties the LESSEE shall not sell or advertise for sale products, which are deemed morally offensive in nature. The City Council reserves the right to control the nature and quality of the goods and services provided by LESSEE and if the Council, by a two-thirds (2/3) majority vote, deems any products offered for sale by the LESSEE to be unsuitable, the LESSEE shall remove the product from the premises, if the LESSEE refuses to do so, LESSEE's lease shall become immediately null and void.

2. The term of said Lease shall be from April 1st 2014 and ending November 1, 2015.

3. LESSEE shall pay as annual rent as follows:

- 2014 season \$5,119.64
- 2015 season \$5,273.22

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.

All such payments are to be made to the City Treasurer. A security deposit of \$1,000.00 is required to be filed with the CITY prior to occupancy. Said security deposit may be used to pay any utility bills of LESSEE if said bills issued by the CITY are delinquent more than thirty (30) days. Said security deposit will be returned to LESSEE upon termination of this Lease if

the premises leased are vacated in the good condition existing at the commencement of this lease.

4. It is understood vocal or audio solicitation shall be permitted upon the premises, subject to the control and regulation of the City Council, provided, however, it does not unreasonably disturb the general public or the occupants of the premises.

5. It is understood and agreed the LESSEE may not sublet the premises described in this Lease without the approval 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 and No Cents (\$500,000.00) Dollars 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 responsible and holds the CITY harmless for damage to all their equipment, merchandise, and personal property 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, etc. that may occur from any source, including, but not limited to, theft, vandalism and 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 lease premises including, but not limited to, the erection of signs or other form of advertisement without the express written approval of the CITY.

(b) Signs shall not constitute needless repetition, redundancy or proliferation of signing. The size, shape, color and placement of the sign and lighting shall be compatible to and harmonious with the building. No signs of any type shall be displayed on the outside walls of the leased premises other than those installed by the City. No freestanding signs or merchandise shall be permitted within the walkways. No sign shall be erected without the written permission of the City Administrator or his/her designee.

(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 any damages to the leased premises as a result of the unauthorized improvements. The City Administrator reserves the right to review and approve any signs and type and nature of services offered, merchandise or products sold. His/her decision may be appealed to the City Council. In the event the City Council, by a majority vote, considers any of the above items objectionable, the LESSEE shall have the opportunity to present their position on the matter

before the Council for consideration. However, if the City Council, upon hearing evidence and opinions, maintains its position that the heretofore-mentioned items are objectionable, such ruling shall be sufficient cause to terminate this lease. It is understood and agreed between the parties that the LESSEE's sole remedy under this clause is to be heard before the City Council and LESSEE will abide by the City Council's final determination. LESSEE further understands and agrees that under this clause, other legal remedies are waived.

9. 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.

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

12. Electrical usage is included in the lease payment.

13. The CITY reserves the right to set general hours of operation for the Riviera Concourse. During the hours the Riviera Concourse is open, the LESSEE is encouraged to have his/her business open. The CITY will secure the Riviera Concourse during the hours the Concourse is closed. LESSEE will not open his/her business to the public during these "closed" hours. In the event the LESSEE feels the operating hours are unreasonable, the LESSEE may appeal to the Lakefront Board of Directors for a change to the operating hours.

14. 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 in any way fails to meet the demands of the public in the operation of the business herein referred to, or fails to pay the rent, then said LESSEE shall forfeit all right, title and interest to operate in the premises hereby leased and every part thereof. It is further provided, no assignment or sale of the LESSEE's rights under this Lease shall be made either by the LESSEE or through voluntary assignment or bankruptcy, or under execution without the express consent of the CITY, and any such event shall immediately terminate this Lease. The CITY shall not reasonably withhold such consent.

15. 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 locksmithing as the result of LESSEE's failure to return the key.

16. This Lease shall be binding upon the parties hereto and their respective successors, heirs and assigns.

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

18. LESSEE shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the demised premises to the CITY free of subtenancies, including building, addition and improvements constructed or placed thereon by LESSEE, except moveable trade fixtures, all in good condition and repair. Any trade fixtures or personal property not used in connection with the operation of the demised premises and belonging to LESSEE, if not removed at the termination or default, and if CITY shall so elect, 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 demised premises and store them at the risk and expense of LESSEE if the CITY shall not so elect. LESSEE shall repair and restore all damage to the demised premises caused by the removal of equipment, trade fixtures and personal property. In the event the LESSEE does not repair and restore the damage within thirty (30) days of notice by the CITY, the CITY may repair and restore the damage and collect the costs of said repairs from the LESSEE including the LESSEE's security deposit.

19. Partial destruction of the leased premises shall not render this Lease void or voidable, nor terminate it except as provided. If the premises are partially destroyed during the term of this Lease, the CITY shall repair them when such repairs can be made in conformity with governmental laws and regulations, within ninety (90) days of the partial destruction. 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 and continue this Lease in effect with proportional rent rebate to LESSEE as provided for herein. If the repairs cannot be made in ninety (90) days, and if the CITY does not elect to make them within a reasonable time, either party shall have the option to terminate 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.

20. 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 for the services of CITY's attorney in the action.

21. In the event LESSEE breaches any portion of this Lease, the aforementioned security deposit shall be considered as liquidated damages and applied as all or partial payment of any damages sustained by the CITY as a result of breach by LESSEE.

22. The LESSEE shall hold the CITY harmless from the payment of all claims from any damages 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 services or agents.

IN WITNESS WHEREOF, the City Council of the CITY OF LAKE GENEVA has caused this indenture to be executed by its City Mayor, countersigned by the City Clerk, and sealed with its corporate seal, and the said Iwona Bialous-Gogolewski have set their hands and seals, and all parties represent that each of the signers has full authority to execute the same.

For the CITY OF LAKE GENEVA

Jim Connors, Mayor

Lessee: Iwona Bialous-Gogolewski

WITNESSETH:

Timothy Neubeck, City Clerk

Date

CITY OF LAKE GENEVA

RIVIERA CONCOURSE LEASE

THIS AGREEMENT made this ____ day of March, 2014 by and between the CITY OF LAKE GENEVA, a municipal corporation, whose principle place of business is 626 Geneva St., Lake Geneva, WI. 53147, Lesser, hereinafter referred to as the CITY, and Ming and Antonio Angeles, whose address is 529 Lawson School Road, Apt. 1, Delavan, WI 53115-3187 Lessee, hereinafter referred to as 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 "G/H", being an area of 274 square feet,

for the sole purpose of selling food, drinks and other items as listed in Appendix "B". It is understood and agreed between the parties the LESSEE shall not sell or advertise for sale products, which are deemed morally offensive in nature. The City Council reserves the right to control the nature and quality of the goods and services provided by LESSEE and if the Council, by a two-thirds (2/3) majority vote, deems any products offered for sale by the LESSEE to be unsuitable, the LESSEE shall remove the product from the premises, if the LESSEE refuses to do so, LESSEE's lease shall become immediately null and void.

2. The term of said Lease shall be from April 1, 2014 and ending November 1, 2015.

3. LESSEE shall pay as annual rent as follows:

- 2014 season \$10,951.90
- 2015 season \$11,280.45

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.

All such payments are to be made to the City Treasurer. A security deposit of \$1,000.00 shall be paid to the City before occupancy. Said security deposit may be used to pay any utility bills of LESSEE if said bills issued by the CITY are delinquent more than thirty (30) days. Said security deposit will be returned to LESSEE upon termination of this Lease if the premises leased are vacated in the good condition existing at the commencement of this lease.

4. It is understood vocal or audio solicitation shall be permitted upon the premises,

subject to the control and regulation of the City Council, provided, however, it does not unreasonably disturb the general public or the occupants of the premises.

5. It is understood and agreed the LESSEE may not sublet the premises described in this Lease without the approval 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 and No Cents (\$500,000.00) Dollars 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 responsible and holds the CITY harmless for damage to all their equipment, merchandise, and personal property 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, etc. that may occur from any source, including, but not limited to, theft, vandalism and 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 lease premises including, but not limited to, the erection of signs or other form of advertisement without the express written approval of the CITY.

(b) Signs shall not constitute needless repetition, redundancy or proliferation of signing. The size, shape, color and placement of the sign and lighting shall be compatible to and harmonious with the building. No signs of any type shall be displayed on the outside walls of the leased premises other than those installed by the City. No freestanding signs or merchandise shall be permitted within the walkways. No sign shall be erected without the written permission of the City Administrator or his/her designee.

(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 any damages to the leased premises as a result of the unauthorized improvements. The City Administrator reserves the right to review and approve any signs and type and nature of services offered, merchandise or products sold. His/her decision may be appealed to the City Council. In the event the City Council, by a majority vote, considers any of the above items objectionable, the LESSEE shall have the opportunity to present their position on the matter before the Council for consideration. However, if the City Council, upon hearing evidence and opinions, maintains its position that the heretofore-mentioned items are objectionable, such ruling shall be sufficient cause to terminate this lease. It is understood and agreed between the parties that the LESSEE's sole remedy under this clause is to be heard before the City Council and LESSEE will abide by the City Council's final determination. LESSEE further understands

and agrees that under this clause, other legal remedies are waived.

9. 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.

11. It is expressly understood and agreed that this Lease does not include private police protection, and if LESSEE, individually or in connection with other common Lessees, shall desire private police protection, LESSEE and/or other Lessees, may furnish their own protection. The leased premise shall be protected and patrolled by the City's police to at least the same extent and degree as other public and commercial areas in the City.

12. Electrical usage is included in the lease payment.

13. The LESSEE shall pay all license fees, permit fees, inspections and taxes that may be imposed by any City, State, or Federal authorities before opening for business.

14. The CITY reserves the right to set general hours of operation for the Riviera Concourse. During the hours the Riviera Concourse is open, the LESSEE is encouraged to have his/her business open. The CITY will secure the Riviera Concourse during the hours the Concourse is closed. LESSEE will not open his/her business to the public during these "closed" hours. In the event the LESSEE feels the operating hours are unreasonable, the LESSEE may appeal to the Lakefront Board of Directors for a change to the operating hours.

15. 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 in any way fails to meet the demands of the public in the operation of the business herein referred to, or fails to pay the rent, then said LESSEE shall forfeit all right, title and interest to operate in the premises hereby leased and every part thereof. It is further provided, no assignment or sale of the LESSEE's rights under this Lease shall be made either by the LESSEE or through voluntary assignment or bankruptcy, or under execution without the express consent of the CITY, and any such event shall immediately terminate this Lease. The CITY shall not reasonably withhold such consent.

16. 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 locksmithing as the result of Lessee's failure to return the key.

17. This Lease shall be binding upon the parties hereto and their respective

successors, heirs and assigns.

18. LESSEE shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the demised premises to the CITY free of sub tenancies, including building, addition and improvements constructed or placed thereon by LESSEE, except moveable trade fixtures, all in good condition and repair. Any trade fixtures or personal property not used in connection with the operation of the demised premises and belonging to LESSEE, if not removed at the termination or default, and if CITY shall so elect, 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 demised premises and store them at the risk and expense of LESSEE if the CITY shall not so elect. LESSEE shall repair and restore all damage to the demised premises caused by the removal of equipment, trade fixtures and personal property. In the event the LESSEE does not repair and restore the damage within thirty (30) days of notice by the CITY, the CITY may repair and restore the damage and collect the costs of said repairs from the LESSEE including the LESSEE's security deposit.

19. Partial destruction of the leased premises shall not render this Lease void or voidable, nor terminate it except as provided. If the premises are partially destroyed during the term of this Lease, the CITY shall repair them when such repairs can be made in conformity with governmental laws and regulations, within ninety (90) days of the partial destruction. 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 and continue this Lease in effect with proportional rent rebate to LESSEE as provided for herein. If the repairs cannot be made in ninety (90) days, and if the CITY does not elect to make them within a reasonable time, either party shall have the option to terminate 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.

20. 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 for the services of CITY's attorney in the action.

21. In the event LESSEE breaches any portion of this Lease, the aforementioned security deposit shall be considered as liquidated damages and applied as all or partial payment of any damages sustained by the CITY as a result of breach by LESSEE.

22. The LESSEE shall hold the CITY harmless from the payment of all claims from any damages 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.

IN WITNESS WHEREOF, the City Council of the CITY OF LAKE GENEVA has caused this indenture to be executed by its City Mayor, countersigned by the City Clerk, and sealed with its corporate seal, and the said Vivian Smith have set their hands and seals, and all parties represent that each of the signers has full authority to execute the same.

For the CITY OF LAKE GENEVA

Jim Connors, Mayor

Lessee: Ming Angeles

Lessee: Antonio Angeles

WITNESSETH:

Timothy Neubeck, City Clerk

Date

CITY OF LAKE GENEVA

RIVIERA CONCOURSE LEASE

THIS AGREEMENT made this ____ day of March, 2014 by and between the CITY OF LAKE GENEVA, a municipal corporation, whose principle place of business is 626 Geneva St., Lake Geneva, WI. 53147, Lesser, hereinafter referred to as the CITY, and Bryan and Therese Poetzinger, whose address is 240 Elmwood Avenue, Lake Geneva, WI 43147, Lessee, hereinafter referred to as 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 Spaces "M", being an area of 180 square feet,

for the sole purpose of selling products to consumers. It is understood and agreed between the parties the LESSEE shall not sell or advertise for sale products, which are deemed morally offensive in nature. The City Council reserves the right to control the nature and quality of the goods and services provided by LESSEE and if the Council, by a two-thirds (2/3) majority vote, deems any products offered for sale by the LESSEE to be unsuitable, the LESSEE shall remove the product from the premises, if the LESSEE refuses to do so, LESSEE's lease shall become immediately null and void.

2. The term of said Lease shall be from April 1st 2014 and ending November 1, 2015.

3. LESSEE shall pay as annual rent as follows:

- 2014 season \$6,795.73
- 2015 season \$6,999.61

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.

All such payments are to be made to the City Treasurer. A security deposit of \$1,000.00 is required to be filed with the CITY prior to occupancy. Said security deposit may be used to pay any utility bills of LESSEE if said bills issued by the CITY are delinquent more than thirty (30) days. Said security deposit will be returned to LESSEE upon termination of this Lease if

the premises leased are vacated in the good condition existing at the commencement of this lease.

4. It is understood vocal or audio solicitation shall be permitted upon the premises, subject to the control and regulation of the City Council, provided, however, it does not unreasonably disturb the general public or the occupants of the premises.

5. It is understood and agreed the LESSEE may not sublet the premises described in this Lease without the approval 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 and No Cents (\$500,000.00) Dollars 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 responsible and holds the CITY harmless for damage to all their equipment, merchandise, and personal property 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, etc. that may occur from any source, including, but not limited to, theft, vandalism and 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 lease premises including, but not limited to, the erection of signs or other form of advertisement without the express written approval of the CITY.

(b) Signs shall not constitute needless repetition, redundancy or proliferation of signing. The size, shape, color and placement of the sign and lighting shall be compatible to and harmonious with the building. No signs of any type shall be displayed on the outside walls of the leased premises other than those installed by the City. No freestanding signs or merchandise shall be permitted within the walkways. No sign shall be erected without the written permission of the City Administrator or his/her designee.

(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 any damages to the leased premises as a result of the unauthorized improvements. The City Administrator reserves the right to review and approve any signs and type and nature of services offered, merchandise or products sold. His/her decision may be appealed to the City Council. In the event the City Council, by a majority vote, considers any of the above items objectionable, the LESSEE shall have the opportunity to present their position on the matter

before the Council for consideration. However, if the City Council, upon hearing evidence and opinions, maintains its position that the heretofore-mentioned items are objectionable, such ruling shall be sufficient cause to terminate this lease. It is understood and agreed between the parties that the LESSEE's sole remedy under this clause is to be heard before the City Council and LESSEE will abide by the City Council's final determination. LESSEE further understands and agrees that under this clause, other legal remedies are waived.

9. 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.

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

12. Electrical usage is included in the lease payment.

13. The CITY reserves the right to set general hours of operation for the Riviera Concourse. During the hours the Riviera Concourse is open, the LESSEE is encouraged to have his/her business open. The CITY will secure the Riviera Concourse during the hours the Concourse is closed. LESSEE will not open his/her business to the public during these "closed" hours. In the event the LESSEE feels the operating hours are unreasonable, the LESSEE may appeal to the Lakefront Board of Directors for a change to the operating hours.

14. 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 in any way fails to meet the demands of the public in the operation of the business herein referred to, or fails to pay the rent, then said LESSEE shall forfeit all right, title and interest to operate in the premises hereby leased and every part thereof. It is further provided, no assignment or sale of the LESSEE's rights under this Lease shall be made either by the LESSEE or through voluntary assignment or bankruptcy, or under execution without the express consent of the CITY, and any such event shall immediately terminate this Lease. The CITY shall not reasonably withhold such consent.

15. 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 locksmithing as the result of LESSEE's failure to return the key.

16. This Lease shall be binding upon the parties hereto and their respective successors, heirs and assigns.

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

18. LESSEE shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the demised premises to the CITY free of subtenancies, including building, addition and improvements constructed or placed thereon by LESSEE, except moveable trade fixtures, all in good condition and repair. Any trade fixtures or personal property not used in connection with the operation of the demised premises and belonging to LESSEE, if not removed at the termination or default, and if CITY shall so elect, 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 demised premises and store them at the risk and expense of LESSEE if the CITY shall not so elect. LESSEE shall repair and restore all damage to the demised premises caused by the removal of equipment, trade fixtures and personal property. In the event the LESSEE does not repair and restore the damage within thirty (30) days of notice by the CITY, the CITY may repair and restore the damage and collect the costs of said repairs from the LESSEE including the LESSEE's security deposit.

19. Partial destruction of the leased premises shall not render this Lease void or voidable, nor terminate it except as provided. If the premises are partially destroyed during the term of this Lease, the CITY shall repair them when such repairs can be made in conformity with governmental laws and regulations, within ninety (90) days of the partial destruction. 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 and continue this Lease in effect with proportional rent rebate to LESSEE as provided for herein. If the repairs cannot be made in ninety (90) days, and if the CITY does not elect to make them within a reasonable time, either party shall have the option to terminate 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.

20. 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 for the services of CITY's attorney in the action.

21. In the event LESSEE breaches any portion of this Lease, the aforementioned security deposit shall be considered as liquidated damages and applied as all or partial payment of any damages sustained by the CITY as a result of breach by LESSEE.

22. The LESSEE shall hold the CITY harmless from the payment of all claims from any damages 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 services or agents.

IN WITNESS WHEREOF, the City Council of the CITY OF LAKE GENEVA has caused this indenture to be executed by its City Mayor, countersigned by the City Clerk, and sealed with its corporate seal, and the said Bryan and Therese Poetzinger have set their hands and seals, and all parties represent that each of the signers has full authority to execute the same.

For the CITY OF LAKE GENEVA

Jim Connors, Mayor

Lessee: Bryan Poetzinger

Lessee: Therese Poetzinger

WITNESSETH:

Timothy Neubeck, City Clerk

Date

CITY OF LAKE GENEVA
RIVIERA CONCOURSE LEASE

THIS AGREEMENT made this ___ day of March, 2014 by and between the CITY OF LAKE GENEVA, a municipal corporation, whose principle place of business is 626 Geneva St., Lake Geneva, WI. 53147, Lesser, hereinafter referred to as the CITY, and Sol Kaniuk, whose address is N6818 Daisy Rd., Elkhorn, WI 53121, Lessee, hereinafter referred to as 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 180 square feet,

for the sole purpose of selling caramel corn, roasted nuts and other food products as shown on Appendix "B". It is understood and agreed between the parties the LESSEE shall not sell or advertise for sale products, which are deemed morally offensive in nature. The City Council reserves the right to control the nature and quality of the goods and services provided by LESSEE and if the Council, by a two-thirds (2/3) majority vote, deems any products offered for sale by the LESSEE to be unsuitable, the LESSEE shall remove the product from the premises, if the LESSEE refuses to do so, LESSEE's lease shall become immediately null and void.

2. The term of said Lease shall be from April 15, 2014 and ending November 1, 2015.

3. LESSEE shall pay as annual rent as follows:

- 2014 season \$6,798.97
- 2015 season \$7,002.94

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..

All such payments are to be made to the City Treasurer. A security deposit of \$1,000.00 is required to be filed with the City before occupancy. Said security deposit may be used to pay any utility bills of LESSEE if said bills issued by the CITY are delinquent more than thirty (30) days. Said security deposit will be returned to LESSEE upon termination of this Lease if the premises leased are vacated in the good condition existing at the commencement of this lease.

4. It is understood vocal or audio solicitation shall be permitted upon the premises, subject to the control and regulation of the City Council, provided, however, it does not unreasonably disturb the general public or the occupants of the premises.

5. It is understood and agreed the LESSEE may not sublet the premises described in this Lease without the approval 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 and No Cents (\$500,000.00) Dollars 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 responsible and holds the CITY harmless for damage to all their equipment, merchandise, and personal property 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, etc. that may occur from any source, including, but not limited to, theft, vandalism and 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 lease premises including, but not limited to, the erection of signs or other form of advertisement without the express written approval of the CITY.

(b) Signs shall not constitute needless repetition, redundancy or proliferation of signing. The size, shape, color and placement of the sign and lighting shall be compatible to and harmonious with the building. No signs of any type shall be displayed on the outside walls of the leased premises other than those installed by the City. No freestanding signs or merchandise shall be permitted within the walkways. No sign shall be erected without the written permission of the City Administrator or his/her designee.

(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 any damages to the leased premises as a result of the unauthorized improvements. The City Administrator reserves the right to review and approve any signs and type and nature of services offered, merchandise or products sold. His/her decision may be appealed to the City Council. In the event the City Council, by a majority vote, considers any of the above items objectionable, the LESSEE shall have the opportunity to present their position on the matter before the Council for consideration. However, if the City Council, upon hearing evidence and opinions, maintains its position that the heretofore-mentioned items are objectionable, such ruling shall be sufficient cause to terminate this lease. It is understood and agreed between the

parties that the LESSEE's sole remedy under this clause is to be heard before the City Council and LESSEE will abide by the City Council's final determination. LESSEE further understands and agrees that under this clause, other legal remedies are waived.

9. 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.

11. It is expressly understood and agreed that this Lease does not include private police protection, and if LESSEE, individually or in connection with other common Lessees, shall desire private police protection, LESSEE and/or other Lessees, may furnish their own protection. The leased premise shall be protected and patrolled by the City's police to at least the same extent and degree as other public and commercial areas in the City.

12. It is understood the Lessee will pay to the City the full kilowatt charge for electricity used in their space and any electrical demand charges that are incurred will be distributed to each space based on the proportion of kilowatt hours used by each tenant. All electric charges are due and payable when billed and are considered delinquent if not paid within (30) days of date of billing.

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

14. The CITY reserves the right to set general hours of operation for the Riviera Concourse. During the hours the Riviera Concourse is open, the LESSEE is encouraged to have his/her business open. The CITY will secure the Riviera Concourse during the hours the Concourse is closed. LESSEE will not open his/her business to the public during these "closed" hours. In the event the LESSEE feels the operating hours are unreasonable, the LESSEE may appeal to the Lakefront Board of Directors for a change to the operating hours.

15. 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 in any way fails to meet the demands of the public in the operation of the business herein referred to, or fails to pay the rent, then said LESSEE shall forfeit all right, title and interest to operate in the premises hereby leased and every part thereof. It is further provided, no assignment or sale of the LESSEE's rights under this Lease shall be made either by the LESSEE or through voluntary assignment or bankruptcy, or under execution without the express consent of the CITY, and any such event shall immediately terminate this Lease. The CITY shall not reasonably withhold such consent.

16. This Lease shall be binding upon the parties hereto and their respective successors, heirs and assigns.

17. LESSEE shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the demised premises to the CITY free of subtenancies, including building, addition and improvements constructed or placed thereon by LESSEE, except moveable trade fixtures, all in good condition and repair. Any trade fixtures or personal property not used in connection with the operation of the demised premises and belonging to LESSEE, if not removed at the termination or default, and if CITY shall so elect, 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 demised premises and store them at the risk and expense of LESSEE if the CITY shall not so elect. LESSEE shall repair and restore all damage to the demised premises caused by the removal of equipment, trade fixtures and personal property. In the event the LESSEE does not repair and restore the damage within thirty (30) days of notice by the CITY, the CITY may repair and restore the damage and collect the costs of said repairs from the LESSEE including the LESSEE's security deposit.

18. Partial destruction of the leased premises shall not render this Lease void or voidable, nor terminate it except as provided. If the premises are partially destroyed during the term of this Lease, the CITY shall repair them when such repairs can be made in conformity with governmental laws and regulations, within ninety (90) days of the partial destruction. 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 and continue this Lease in effect with proportional rent rebate to LESSEE as provided for herein. If the repairs cannot be made in ninety (90) days, and if the CITY does not elect to make them within a reasonable time, either party shall have the option to terminate 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.

19. 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 for the services of CITY's attorney in the action.

20. In the event LESSEE breaches any portion of this Lease, the aforementioned security deposit shall be considered as liquidated damages and applied as all or partial payment of any damages sustained by the CITY as a result of breach by LESSEE.

21. The LESSEE shall hold the CITY harmless from the payment of all claims from any damages 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.

IN WITNESS WHEREOF, the City Council of the CITY OF LAKE GENEVA has caused this indenture to be executed by its City Mayor, countersigned by the City Clerk, and sealed with its corporate seal, and the said Sol Kaniuk have set their hands and seals, and all parties represent that each of the signers has full authority to execute the same.

For the CITY OF LAKE GENEVA

Mayor Jim Connors

Lessee: Sol Kaniuk

WITNESSETH:

Timothy Neubeck, City Clerk

Date

CITY OF LAKE GENEVA

RIVIERA CONCOURSE LEASE

THIS AGREEMENT made this ____ day of March, 2014 by and between the CITY OF LAKE GENEVA, a municipal corporation, whose principle place of business is 626 Geneva St., Lake Geneva, WI 53147, Lesser, hereinafter referred to as the CITY, and Vivian Smith, whose address is 217 Sky Lane Drive, Lake Geneva WI 53147, Lessee, hereinafter referred to as 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 "D", being an area of 182 square feet,

for the sole purpose of selling red hat items to consumers. It is understood and agreed between the parties the LESSEE shall not sell or advertise for sale products, which are deemed morally offensive in nature. The City Council reserves the right to control the nature and quality of the goods and services provided by LESSEE and if the Council, by a two-thirds (2/3) majority vote, deems any products offered for sale by the LESSEE to be unsuitable, the LESSEE shall remove the product from the premises, if the LESSEE refuses to do so, LESSEE's lease shall become immediately null and void.

2. The term of said Lease shall be from April 1, 2014 and ending November 1, 2015.

3. LESSEE shall pay as annual rent as follows:

- 2014 season \$6,885.51
- 2015 season \$7,092.07

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.

All such payments are to be made to the City Treasurer. A security deposit of \$1,000.00 shall be paid to the City before occupancy. Said security deposit may be used to pay any utility bills of LESSEE if said bills issued by the CITY are delinquent more than thirty (30) days. Said security deposit will be returned to LESSEE upon termination of this Lease if the premises leased are vacated in the good condition existing at the commencement of this lease.

4. It is understood vocal or audio solicitation shall be permitted upon the premises, subject to the control and regulation of the City Council, provided, however, it does not unreasonably disturb the general public or the occupants of the premises.

5. It is understood and agreed the LESSEE may not sublet the premises described in this Lease without the approval 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 and No Cents (\$500,000.00) Dollars 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 responsible and holds the CITY harmless for damage to all their equipment, merchandise, and personal property 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, etc. that may occur from any source, including, but not limited to, theft, vandalism and 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 lease premises including, but not limited to, the erection of signs or other form of advertisement without the express written approval of the CITY.

(b) Signs shall not constitute needless repetition, redundancy or proliferation of signing. The size, shape, color and placement of the sign and lighting shall be compatible to and harmonious with the building. No signs of any type shall be displayed on the outside walls of the leased premises other than those installed by the City. No freestanding signs or merchandise shall be permitted within the walkways. No sign shall be erected without the written permission of the City Administrator or his/her designee.

(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 any damages to the leased premises as a result of the unauthorized improvements. The City Administrator reserves the right to review and approve any signs and type and nature of services offered, merchandise or products sold. His/her decision may be appealed to the City Council. In the event the City Council, by a majority vote, considers any of the above items objectionable, the LESSEE shall have the opportunity to present their position on the matter before the Council for consideration. However, if the City Council, upon hearing evidence and opinions, maintains its position that the heretofore-mentioned items are objectionable, such

ruling shall be sufficient cause to terminate this lease. It is understood and agreed between the parties that the LESSEE's sole remedy under this clause is to be heard before the City Council and LESSEE will abide by the City Council's final determination. LESSEE further understands and agrees that under this clause, other legal remedies are waived.

9. 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.

11. It is expressly understood and agreed that this Lease does not include private police protection, and if LESSEE, individually or in connection with other common Lessees, shall desire private police protection, LESSEE and/or other Lessees, may furnish their own protection. The leased premise shall be protected and patrolled by the City's police to at least the same extent and degree as other public and commercial areas in the City.

12. Electrical usage is included in the lease payment.

13. The LESSEE shall pay all license fees, permit fees, inspections and taxes that may be imposed by any City, State, or Federal authorities before opening for business.

14. The CITY reserves the right to set general hours of operation for the Riviera Concourse. During the hours the Riviera Concourse is open, the LESSEE is encouraged to have his/her business open. The CITY will secure the Riviera Concourse during the hours the Concourse is closed. LESSEE will not open his/her business to the public during these "closed" hours. In the event the LESSEE feels the operating hours are unreasonable, the LESSEE may appeal to the Lakefront Board of Directors for a change to the operating hours.

15. 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 in any way fails to meet the demands of the public in the operation of the business herein referred to, or fails to pay the rent, then said LESSEE shall forfeit all right, title and interest to operate in the premises hereby leased and every part thereof. It is further provided, no assignment or sale of the LESSEE's rights under this Lease shall be made either by the LESSEE or through voluntary assignment or bankruptcy, or under execution without the express consent of the CITY, and any such event shall immediately terminate this Lease. The CITY shall not reasonably withhold such consent.

16. 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 locksmithing as the result of Lessee's failure to return the key.

17. This Lease shall be binding upon the parties hereto and their respective successors, heirs and assigns.

18. LESSEE shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the demised premises to the CITY free of subtenancies, including building, addition and improvements constructed or placed thereon by LESSEE, except moveable trade fixtures, all in good condition and repair. Any trade fixtures or personal property not used in connection with the operation of the demised premises and belonging to LESSEE, if not removed at the termination or default, and if CITY shall so elect, 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 demised premises and store them at the risk and expense of LESSEE if the CITY shall not so elect. LESSEE shall repair and restore all damage to the demised premises caused by the removal of equipment, trade fixtures and personal property. In the event the LESSEE does not repair and restore the damage within thirty (30) days of notice by the CITY, the CITY may repair and restore the damage and collect the costs of said repairs from the LESSEE including the LESSEE's security deposit.

19. Partial destruction of the leased premises shall not render this Lease void or voidable, nor terminate it except as provided. If the premises are partially destroyed during the term of this Lease, the CITY shall repair them when such repairs can be made in conformity with governmental laws and regulations, within ninety (90) days of the partial destruction. 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 and continue this Lease in effect with proportional rent rebate to LESSEE as provided for herein. If the repairs cannot be made in ninety (90) days, and if the CITY does not elect to make them within a reasonable time, either party shall have the option to terminate 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.

20. 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 for the services of CITY's attorney in the action.

21. In the event LESSEE breaches any portion of this Lease, the aforementioned security deposit shall be considered as liquidated damages and applied as all or partial payment of any damages sustained by the CITY as a result of breach by LESSEE.

22. The LESSEE shall hold the CITY harmless from the payment of all claims from any damages 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.

IN WITNESS WHEREOF, the City Council of the CITY OF LAKE GENEVA has caused this indenture to be executed by its City Mayor, countersigned by the City Clerk, and sealed with its corporate seal, and the said Vivian Smith have set their hands and seals, and all parties represent that each of the signers has full authority to execute the same.

For the CITY OF LAKE GENEVA

Jim Connors, Mayor

Lessee: Vivian Smith

WITNESSETH:

Timothy Neubeck, City Clerk

Date

CITY OF LAKE GENEVA

RIVIERA CONCOURSE LEASE

THIS AGREEMENT made this ____ day of March, 2014 and between the CITY OF LAKE GENEVA, a municipal corporation, whose principle place of business is 626 Geneva St., Lake Geneva, WI. 53147, Lesser, hereinafter referred to as the CITY, and Yi Sheng Fang and Ying Ying Fang, whose address is W3814 Cypress Drive, Lake Geneva, WI 53147, Lessee, hereinafter referred to as 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 Spaces "C", being an area of 442 square feet,

for the purpose of selling products to consumers. It is understood and agreed between the parties the LESSEE shall not sell or advertise for sale products, which are deemed morally offensive in nature. The City Council reserves the right to control the nature and quality of the goods and services provided by LESSEE and if the Council, by a two-thirds (2/3) majority vote, deems any products offered for sale by the LESSEE to be unsuitable, the LESSEE shall remove the product from the premises, if the LESSEE refuses to do so, LESSEE's lease shall become immediately null and void.

2. The term of said Lease shall be from April 1, 2014 and ending November 1, 2015.

3. LESSEE shall pay as annual rent as follows:

- 2014 season \$15,944.40
- 2015 season \$16,422.73

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.

All such payments are to be made to the City Treasurer. A security deposit of \$1,000.00 is required to be filed with the City before occupancy. Said security deposit may be used to pay any utility bills of LESSEE if said bills issued by the CITY are delinquent more than thirty (30) days. Said security deposit will be returned to LESSEE upon termination of this Lease if the premises leased are vacated in the good condition existing at the commencement of this lease.

4. It is understood vocal or audio solicitation shall be permitted upon the premises, subject to the control and regulation of the City Council, provided, however, it does not unreasonably disturb the general public or the occupants of the premises.

5. It is understood and agreed the LESSEE may not sublet the premises described in this Lease without the approval 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 and No Cents (\$500,000.00) Dollars 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 responsible and holds the CITY harmless for damage to all their equipment, merchandise, and personal property 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, etc. that may occur from any source, including, but not limited to, theft, vandalism and 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 lease premises including, but not limited to, the erection of signs or other form of advertisement without the express written approval of the CITY.

(b) Signs shall not constitute needless repetition, redundancy or proliferation of signing. The size, shape, color and placement of the sign and lighting shall be compatible to and harmonious with the building. No signs of any type shall be displayed on the outside walls of the leased premises other than those installed by the City. No freestanding signs or merchandise shall be permitted within the walkways. No sign shall be erected without the written permission of the City Administrator or his/her designee.

(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 any damages to the leased premises as a result of the unauthorized improvements. The City Administrator reserves the right to review and approve any signs and type and nature of services offered, merchandise or products sold. His/her decision may be appealed to the City Council. In the event the City Council, by a majority vote, considers any of the above items objectionable, the LESSEE shall have the opportunity to present their position on the matter before the Council for consideration. However, if the City Council, upon hearing evidence and opinions, maintains its position that the heretofore-mentioned items are objectionable, such

ruling shall be sufficient cause to terminate this lease. It is understood and agreed between the parties that the LESSEE's sole remedy under this clause is to be heard before the City Council and LESSEE will abide by the City Council's final determination. LESSEE further understands and agrees that under this clause, other legal remedies are waived.

9. 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.

11. It is expressly understood and agreed that this Lease does not include private police protection, and if LESSEE, individually or in connection with other common Lessees, shall desire private police protection, LESSEE and/or other Lessees, may furnish their own protection. The leased premise shall be protected and patrolled by the City's police to at least the same extent and degree as other public and commercial areas in the City.

12. Electrical usage is now included in the lease payment.

13. The LESSEE shall pay all license fees, permit fees, inspections and taxes that may be imposed by any City, State, or Federal authorities before opening for business.

14. The CITY reserves the right to set general hours of operation for the Riviera Concourse. During the hours the Riviera Concourse is open, the LESSEE is encouraged to have his/her business open. The CITY will secure the Riviera Concourse during the hours the Concourse is closed. LESSEE will not open his/her business to the public during these "closed" hours. In the event the LESSEE feels the operating hours are unreasonable, the LESSEE may appeal to the Lakefront Board of Directors for a change to the operating hours.

15. 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 in any way fails to meet the demands of the public in the operation of the business herein referred to, or fails to pay the rent, then said LESSEE shall forfeit all right, title and interest to operate in the premises hereby leased and every part thereof. It is further provided, no assignment or sale of the LESSEE's rights under this Lease shall be made either by the LESSEE or through voluntary assignment or bankruptcy, or under execution without the express consent of the CITY, and any such event shall immediately terminate this Lease. The CITY shall not reasonably withhold such consent.

16. 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 locksmithing as the result of LESSEE's failure to return the key.

17. This Lease shall be binding upon the parties hereto and their respective successors, heirs and assigns.

18. LESSEE shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the demised premises to the CITY free of subtenancies, including building, addition and improvements constructed or placed thereon by LESSEE, except moveable trade fixtures, all in good condition and repair. Any trade fixtures or personal property not used in connection with the operation of the demised premises and belonging to LESSEE, if not removed at the termination or default, and if CITY shall so elect, 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 demised premises and store them at the risk and expense of LESSEE if the CITY shall not so elect. LESSEE shall repair and restore all damage to the demised premises caused by the removal of equipment, trade fixtures and personal property. In the event the LESSEE does not repair and restore the damage within thirty (30) days of notice by the CITY, the CITY may repair and restore the damage and collect the costs of said repairs from the LESSEE including the LESSEE's security deposit.

19. Partial destruction of the leased premises shall not render this Lease void or voidable, nor terminate it except as provided. If the premises are partially destroyed during the term of this Lease, the CITY shall repair them when such repairs can be made in conformity with governmental laws and regulations, within ninety (90) days of the partial destruction. 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 and continue this Lease in effect with proportional rent rebate to LESSEE as provided for herein. If the repairs cannot be made in ninety (90) days, and if the CITY does not elect to make them within a reasonable time, either party shall have the option to terminate 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.

20. 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 for the services of CITY's attorney in the action.

21. In the event LESSEE breaches any portion of this Lease, the aforementioned security deposit shall be considered as liquidated damages and applied as all or partial payment of any damages sustained by the CITY as a result of breach by LESSEE.

22. The LESSEE shall hold the CITY harmless from the payment of all claims from any damages 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.

IN WITNESS WHEREOF, the City Council of the CITY OF LAKE GENEVA has caused this indenture to be executed by its City Mayor, countersigned by the City Clerk, and sealed with its corporate seal, and the said Yi Sheng Fang and Ying Ying Fang have set their hands and seals, and all parties represent that each of the signers has full authority to execute the same.

For the CITY OF LAKE GENEVA

Jim Connors, Mayor

Lessees: Yi Sheng Fang &

Ying Ying Fang

WITNESSETH:

Timothy Neubeck, City Clerk

Date

CITY OF LAKE GENEVA

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



TO: MAYOR JIM CONNORS AND MEMBERS OF THE COMMON COUNCIL

FROM: CITY CLERK TIM NEUBECK

DATE: FEBRUARY 10, 2014

RE: PURCHASE OF UP TO THREE MICROSOFT SURFACE 2 TABLETS

Background: At the February 3, 2014 Committee of the Whole, discussion took place about utilizing paperless packets and purchasing up to three tablets to try out before the entire Council receives one. However, the Common Council never voted to approve going to paperless packets and purchasing tablets. At the August 8, 2013 Committee of the Whole meeting the following was discussed:

“Alderman Taggart expressed support in moving forward with the iPad, stating that it would save paper costs and wear on the copier. Alderman Lyon said he was in favor of using iPads because there would be opportunities for changing the way the Council communicates and collaborates. Alderman Wall agreed with pursuing the iPads and paperless meetings.

Administrator Jordan said the next step would be for the Finance, License and Regulation Committee to consider purchasing the iPads as part of the 2014 budget. Council President Kupsik noted that an electronic device policy should also be considered. Mr. Kupsik suggested that an option be presented for purchasing iPads for department heads as well.”

The following is an excerpt of the September 18, 2013 Communications Committee meeting:

“After continued discussion, there was general agreement that tablet devices should be explored on a departmental basis and the devices need to work for the mission of the particular department. The devices could be purchased as replacement to existing laptop machines. At the Council level, the tablet device should be piloted prior to purchasing the devices for the whole Council. The Committee did not make a recommendation on a particular type of tablet.”

The City Attorney and staff will review the draft tablet use policy and bring to the Common Council at a later date. In order to proceed with the purchase of three Microsoft Surface 2 tablets, the Common Council approval is needed. Specifications can be viewed [HERE](#).

Recommendation: Approve the Purchase of three Microsoft Surface 2 tablets.

**City of Lake Geneva
Council Meeting
February 10, 2014**

**Prepaid Checks
1/23/14 through 2/6/14**

\$71,360.73

ACCOUNTS PAYABLE PREPAID ITEMS OVER \$5,000

COUNCIL MEETING DATE OF: 2/10/2014

TOTAL PREPAID ACCOUNTS PAYABLE - 1/23/14 THROUGH 2/6/14 **\$71,360.73**

ITEMS > \$5,000

Automated Parking Technologiews - 2014 Luke Support 67,100.00

BALANCE OF OTHER ITEMS **\$ 4,260.73**

DATE: 02/07/2014
TIME: 12:08:59
ID: AP450000.WOW

CITY OF LAKE GENEVA
PAID INVOICE LISTING

FROM 01/23/2014 TO 01/27/2014

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
USPS		US POST OFFICE							
		STAMPS-1/14	9900005312	01/22/14		57356	01/23/14	184.00	184.00

TOTAL ---- ALL INVOICES:
VENDOR TOTAL: 184.00
184.00

DATE: 02/07/2014
 TIME: 12:09:18
 ID: AP450000.WOW

CITY OF LAKE GENEVA
 PAID INVOICE LISTING

FROM 01/29/2014 TO 02/06/2014

VENDOR #	INVOICE #	ITEM DESCRIPTION	ACCOUNT NUMBER	INV. DATE	P.O. NUM	CHECK #	CHK DATE	CHECK AMT	INVOICE AMT/ ITEM AMT
AT&T	AT&T								
	262R4281886631-1/14			01/13/14		57416	01/30/14	643.87	643.87
	01 262 R42-8188 663-1 CITY HALL	1116105221							289.74
	02 262 R42-8188 663-1 POLICE MAIN	1121005221							289.75
	03 262 R42-8188 663-1 COURT MAIN	1112005221							32.19
	04 262 R42-8188 663-1 METER	4234505221							32.19
	262R4281886631-12/13			12/13/13		57417	01/30/14	2,632.09	2,632.09
	01 262R4281886631 SEP-DEC CITY	1116105221							1,184.43
	02 262R4281886631 SEP-DEC POLICE	1121005221							1,184.45
	03 262R4281886631 SEP-DEC COURT	1112005221							131.61
	04 262R4281886631 SEP-DEC METER	4234505221							131.60
							VENDOR TOTAL:	3,275.96	
AT&TB	AT&T								
	0523670798001-7/13			07/24/13		57418	01/30/14	61.31	61.31
	01 MAY-JUN LD-FIRE DEPT MAIN	1122005221							61.31
	02 MAY-JUN LD-UPPER RIV	4055105221							46.06
	03 MAY-JUN LD-DISPATCH, ADMIN FAX	1121005221							1.93
									13.32
	0534238721001			06/22/13		57419	01/30/14	2.30	2.30
	01 MAY-JUNE LD-POLICE MAIN	1121005221							2.30
	0577360082001			08/06/13		57420	01/30/14	12.18	12.18
	01 JULY LD-POLICE MAIN	1121005221							12.18
							VENDOR TOTAL:	75.79	
AUTOM	AUTOMATED PARKING TECHNOLOGIES								
	14-0005			01/28/14		57421	01/30/14	67,100.00	67,100.00
	01 2014 LUKE SUPPORT	4234505450							67,100.00
							VENDOR TOTAL:	67,100.00	
PHILI	PHILIPS MEDICAL CAPITAL								
	20751445			01/11/14		57422	01/30/14	700.16	700.16
	01 MONITOR/DEFIBS-JAN	1122005830							700.16
							VENDOR TOTAL:	700.16	
WALMA	WALMART COMMUNITY								
	6085-1/14			01/16/14		57423	01/30/14	24.82	24.82
	01 PHONE CASE, DESK PAD	4800005310							20.84
	02 WATER	4800005226							3.98
							VENDOR TOTAL:	24.82	
							TOTAL --- ALL INVOICES:	71,176.73	

**City of Lake Geneva
Council Meeting
February 10, 2014**

Accounts Payable Checks - through 2/6/14

	<u>Fund #</u>	
1. General Fund	11	\$ 128,161.18
2. Debt Service	20	\$ -
3. TID #4	34	\$ 1,432.38
4. Lakefront	40	\$ 10,468.12
5. Capital Projects	41	\$ 11,254.08
6. Parking	42	\$ 284.44
7. Cemetery	48	\$ 242.81
8. Library Fund	99	\$ 5,096.66
9. Impact Fees	45	\$ -
10. Tax Agency Fund	89	\$ -
Total All Funds		<u><u>\$156,939.67</u></u>

**CITY OF LAKE GENEVA
ACCOUNTS PAYABLE UNPAID ITEMS OVER \$5,000**

COUNCIL MEETING DATE OF: 2/10/2014

TOTAL UNPAID ACCOUNTS PAYABLE - THROUGH 2/6/14 156,939.67

ITEMS > \$5,000

Lake Geneva CVB - 1st Qtr Payment	25,000.00
Walworth County Public Works - December Sand/Salt Mix	24,096.14
We Energies - January Bills	11,364.84
WI Dept of Justice - Annual TTY Charges	9,181.00
Gappa Security Solutions - Rekeyed Street & Riviera Locks	7,677.55
Nyquist Engineering - Oct - Dec IT Services	6,304.74
Rote Oil - January Diesel	6,077.52
Lexipol - Law Enforcement Policy Manual Updates	5,450.00
Ws Darley & Co - Turnout Gear	5,085.28
Geneva Lake Environmental Agency - 1st Qtr Payment	5,000.00

Balance of Other Items \$ **51,702.60**

DATE: 02/07/14
 TIME: 13:25:23
 ID: AP441000.WOW

CITY OF LAKE GENEVA
 DETAIL BOARD REPORT

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AMAZO	AMAZON						
8932-1/14	01/10/14	01	CHILDRENS DVDS	9900005411		02/11/14	64.80
		02	CARDSTOCK, ENVELOPES	9900005310			46.44
						INVOICE TOTAL:	111.24
						VENDOR TOTAL:	111.24
ANTAE	ANTAEUS LLC						
0001-95	02/01/14	01	FEB CC PROCESSING	9900005211		02/11/14	5.00
		02	FEB CC PROCESSING	4055105216			95.00
		03	FEB CC PROCESSING	4234505216			200.00
						INVOICE TOTAL:	300.00
						VENDOR TOTAL:	300.00
AUTOW	AUTOWORKS PLUS						
16116	01/23/14	01	FIX FRONT END-TK 56	1132105250		02/11/14	562.61
						INVOICE TOTAL:	562.61
						VENDOR TOTAL:	562.61
BAKER	BAKER & TAYLOR						
L3367102-12/13	12/31/13	01	2028918185-12 ITEMS	9900005410		02/11/14	181.14
		02	2028879887-8 ITEMS	9900005410			102.96
		03	2028835071-11 ITEMS	9900005410			199.16
						INVOICE TOTAL:	483.26
L3367442-12/13	12/31/13	01	2028855853-1 ITEM	9900005413		02/11/14	22.04
						INVOICE TOTAL:	22.04
L3367512-12/13	12/31/13	01	2028914908-1 ITEM	9900005411		02/11/14	2.51
		02	2028914907-5 ITEMS	9900005411			79.87
		03	2028914906-3 ITEMS	9900005411			43.85
		04	2028914905-1 ITEM	9900005411			24.75
		05	2028874748-6 ITEMS	9900005411			35.17

DATE: 02/07/14
TIME: 13:25:23
ID: AP441000.WOW

CITY OF LAKE GENEVA
DETAIL BOARD REPORT

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BAKER	BAKER & TAYLOR						
L3367512-12/13	12/31/13	06	2028874747-1 ITEM	9900005411		02/11/14	15.70
		07	2028874746-9 ITEMS	9900005411			227.31
		08	2028874745-1 ITEM	9900005411			10.62
		09	2028832832-60 ITEMS	9900005411			364.57
		10	2028832831-3 ITEMS	9900005411			42.93
						INVOICE TOTAL:	847.28
L4013232-12/13	12/31/13	01	2028914212-1 ITEM	9900005414		02/11/14	56.99
		02	2028874864-3 ITEMS	9900005414			62.90
		03	2028874863-1 ITEM	9900005414			24.07
		04	2028830810-1 ITEM	9900005414			22.39
						INVOICE TOTAL:	166.35
						VENDOR TOTAL:	1,518.93
BAY	BAY LOCK SERVICE						
18886	01/15/14	01	FIX LOCK-MENS LOCKER ROOM	1121005361		02/11/14	135.00
						INVOICE TOTAL:	135.00
						VENDOR TOTAL:	135.00
BOTTS	BOTTS WELDING & TRK SERV INC						
560458	01/24/14	01	TAILGATE LATCH-TK 21	1132105250		02/11/14	107.02
						INVOICE TOTAL:	107.02
						VENDOR TOTAL:	107.02
BOUND	BOUND TREE MEDICAL LLC						
60432968	11/07/13	01	EMS SUPPLIES	1122005810		02/11/14	135.88
						INVOICE TOTAL:	135.88
60432981	11/07/13	01	EMS SUPPLY BAG	1122005810		02/11/14	76.97
						INVOICE TOTAL:	76.97
60432984	11/07/13	01	SAFETY GLASSES	1122005810		02/11/14	54.00
						INVOICE TOTAL:	54.00

DATE: 02/07/14
 TIME: 13:25:23
 ID: AP441000.WOW

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 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 02/11/2014

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

BOUND	BOUND TREE MEDICAL LLC						
81315508	01/16/14	01	EMS SUPPLIES	1122005810		02/11/14	254.85
						INVOICE TOTAL:	254.85
81319837	01/21/14	01	GLOVES,EMS SUPPLIES	1122005810		02/11/14	268.32
						INVOICE TOTAL:	268.32
						VENDOR TOTAL:	790.02
BSL	BADGER STATE LOGISTICS						
238254	01/14/14	01	TOILET TISSUE,PAPER TOWELS	9900005350		02/11/14	204.12
						INVOICE TOTAL:	204.12
						VENDOR TOTAL:	204.12
BUBRI	BUBRICK'S COMPLETE OFFICE						
842213	01/06/14	01	TONER	1121005310		02/11/14	141.78
						INVOICE TOTAL:	141.78
849981	01/20/14	01	POST-ITS,CLEANER	1121005310		02/11/14	46.99
						INVOICE TOTAL:	46.99
						VENDOR TOTAL:	188.77
BUDGET	BUDGET LIBRARY SUPPLIES						
10666	01/17/14	01	DUE DATE STICKERS	9900005512		02/11/14	200.00
						INVOICE TOTAL:	200.00
						VENDOR TOTAL:	200.00
BUMPB	BUMPER TO BUMPER AUTO PARTS						
258339	01/23/14	01	HYDRO FITTINGS	1132105351		02/11/14	146.47
						INVOICE TOTAL:	146.47
258948	02/04/14	01	HYDRO FITTINGS-TK 27	1132105351		02/11/14	15.18
						INVOICE TOTAL:	15.18
						VENDOR TOTAL:	161.65

DATE: 02/07/14
TIME: 13:25:23
ID: AP441000.WOW

CITY OF LAKE GENEVA
DETAIL BOARD REPORT

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

BUMPL	BUMPER TO BUMPER AUTO PARTS						
662-282417	01/13/14	01	WIPER BLADES-ENG 1	1122005351		02/11/14	44.76
						INVOICE TOTAL:	44.76
662-282775	01/20/14	01	SPARK PLUGS-MOWERS	4800005250		02/11/14	12.48
						INVOICE TOTAL:	12.48
662-283223	01/28/14	01	DIESEL ADDITIVE	1132105340		02/11/14	17.98
						INVOICE TOTAL:	17.98
662-283247	01/28/14	01	TAIL LIGHTS	1132105250		02/11/14	88.10
						INVOICE TOTAL:	88.10
						VENDOR TOTAL:	163.32
CDW	CDW GOVERNMENT INC						
JH01367	01/16/14	01	ADAPTERS,KEYBOARD,MOUSE,PAPER	1121005305		02/11/14	155.61
						INVOICE TOTAL:	155.61
						VENDOR TOTAL:	155.61
CSIM	CSI MEDIA LLC						
1141861	01/22/14	01	HW AD-SEASONAL OFFICER	1121005411		02/11/14	668.70
						INVOICE TOTAL:	668.70
						VENDOR TOTAL:	668.70
DERRD	DAN DERRICK						
REIMB-1/14	01/24/14	01	MEALS-NORTHWESTERN TRAINING	1121005331		02/11/14	89.70
						INVOICE TOTAL:	89.70
						VENDOR TOTAL:	89.70
DIGIT	DIGITAL PAYMENT TECHNOLOGIES						
192755	01/22/14	01	EXT BY PHONE-DEC	4234505221		02/11/14	7.25
						INVOICE TOTAL:	7.25
						VENDOR TOTAL:	7.25

DATE: 02/07/14
 TIME: 13:25:23
 ID: AP441000.WOW

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 DETAIL BOARD REPORT

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

DUNN	DUNN LUMBER & TRUE VALUE						
548799CM	01/08/14	01	REVERSE DISCOUNT	1100004819		02/11/14	6.29
						INVOICE TOTAL:	6.29
550313	01/24/14	01	KEYS-MENS RESTROOM	9900005350		02/11/14	10.74
		02	DISCOUNT	1100004819			-1.07
						INVOICE TOTAL:	9.67
550580	01/28/14	01	PLUGS,THREAD COMPOUND-LOADER	1132105250		02/11/14	3.87
		02	DISCOUNT	1100004819			-0.19
						INVOICE TOTAL:	3.68
550670	01/29/14	01	SAW BLADES	1132105340		02/11/14	14.95
		02	DISCOUNT	1100004819			-0.75
						INVOICE TOTAL:	14.20
550839	01/30/14	01	HAMMER HANDLE FIX	1132105340		02/11/14	6.99
		02	DISCOUNT	1100004819			-0.35
						INVOICE TOTAL:	6.64
551088	02/03/14	01	COMPOUND MITRE SAW	1132105340		02/11/14	529.00
		02	TABLE SAW	1132105340			469.00
		03	VAC BELTS	1132105340			5.98
						INVOICE TOTAL:	1,003.98
						VENDOR TOTAL:	1,044.46
ELKHO	ELKHORN CHEMICAL CO INC						
544149	01/28/14	01	CLEANER	1116105350		02/11/14	59.80
						INVOICE TOTAL:	59.80
						VENDOR TOTAL:	59.80
EQUAL	EQUAL RIGHTS DIVISION						
240-1/14	01/31/14	01	WORK PERMITS-JAN	1100002422		02/11/14	97.50
						INVOICE TOTAL:	97.50
						VENDOR TOTAL:	97.50

DATE: 02/07/14
 TIME: 13:25:23
 ID: AP441000.WOW

CITY OF LAKE GENEVA
 DETAIL BOARD REPORT

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INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

FORD	FORD OF LAKE GENEVA						
41289	01/02/14	01	FIX LIGHT BULB	1121005361		02/11/14	19.50
						INVOICE TOTAL:	19.50
41302	01/03/14	01	OIL, FILTER CHG, INSP-SQ 20413	1121005361		02/11/14	238.45
						INVOICE TOTAL:	238.45
						VENDOR TOTAL:	257.95
FOSTE	FOSTER COACH SALES INC						
7669	01/08/14	01	AIR HORN SOLENOID-AMB 1	1122005351		02/11/14	59.50
						INVOICE TOTAL:	59.50
						VENDOR TOTAL:	59.50
FOSTJ	JONATHAN FOSTER						
REIMB-1/14	01/29/14	01	ARBORIST CONF MILEAGE	1132135410		02/11/14	192.64
						INVOICE TOTAL:	192.64
						VENDOR TOTAL:	192.64
FRS	FIRE-RESCUE SUPPLY LLC						
5148	01/02/14	01	TEST/SVC-EXTRICATION, COMPRESS	1122005240		02/11/14	1,325.00
						INVOICE TOTAL:	1,325.00
5175	01/13/14	01	CLEANING PADS, SPRINGS-SCBA	1122005800		02/11/14	87.53
						INVOICE TOTAL:	87.53
						VENDOR TOTAL:	1,412.53
GAI	GAI CONSULTANTS INC						
2074395	01/24/14	01	JAN ENG	1100001391		02/11/14	186.50
		02	JAN SIGNAL ADJMTS	1134105260			406.00
		03	BOUNDARY MAPPING	1130005217			34.00
						INVOICE TOTAL:	626.50

DATE: 02/07/14
TIME: 13:25:23
ID: AP441000.WOW

CITY OF LAKE GENEVA
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 02/11/2014

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

GAI	GAI CONSULTANTS INC						
2074597	01/28/14	01	JAN ENG	4132101307		02/11/14	1,262.50
						INVOICE TOTAL:	1,262.50
2074600	01/28/14	01	JAN ENG	3430001217		02/11/14	859.75
						INVOICE TOTAL:	859.75
						VENDOR TOTAL:	2,748.75
GAPPA	GAPPA SECURITY SOLUTIONS LLC						
4797	01/24/14	01	REKEYED ST/PARK LOCKS	1132105360		02/11/14	5,410.70
						INVOICE TOTAL:	5,410.70
4799	01/24/14	01	REKEYED ALL RIV LOCKS	4055205360		02/11/14	2,266.85
						INVOICE TOTAL:	2,266.85
						VENDOR TOTAL:	7,677.55
GENERC	GENERAL COMMUNICATIONS INC						
195501	12/05/13	01	PORTABLE RADIOS+INSTALL	1121005262		02/11/14	1,390.00
						INVOICE TOTAL:	1,390.00
195702	12/18/13	01	PORTABLE RADIOS,CHGR,INSTALL	4122001106		02/11/14	2,493.80
						INVOICE TOTAL:	2,493.80
195768	12/30/13	01	SPEAKER MIC-RADIOS	1122005262		02/11/14	258.00
						INVOICE TOTAL:	258.00
195769	12/30/13	01	SPEAKER/MIC-RADIOS	1121005262		02/11/14	172.00
						INVOICE TOTAL:	172.00
195875	01/09/14	01	EAR PHONE-TRACY	1121005139		02/11/14	61.40
						INVOICE TOTAL:	61.40
						VENDOR TOTAL:	4,375.20
GENON	GENEVA ON-LINE INC						

DATE: 02/07/14
 TIME: 13:25:23
 ID: AP441000.WOW

CITY OF LAKE GENEVA
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 02/11/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

GENON	GENEVA ON-LINE INC						
984328	02/03/14	01	DSL SVC-FEB	9900005221		02/11/14	60.00
						INVOICE TOTAL:	60.00
						VENDOR TOTAL:	60.00
GENPD	GENEVA PAINT STORE						
3531-32800674	12/11/13	01	PAINT, BRUSHES, TAPE, SPONGES	1121005342		02/11/14	219.42
						INVOICE TOTAL:	219.42
3531-32810044	12/17/13	01	PAINT, SPONGE	1121005342		02/11/14	25.74
						INVOICE TOTAL:	25.74
3531-32811522	12/17/13	01	PAINT	1121005342		02/11/14	31.99
						INVOICE TOTAL:	31.99
3531-32849654	01/14/14	01	PAINT	1121005342		02/11/14	62.56
						INVOICE TOTAL:	62.56
3531-32851366	01/14/14	01	PAINT	1121005342		02/11/14	53.98
						INVOICE TOTAL:	53.98
3531-32851379	01/14/14	01	PAINT PAIL	1121005342		02/11/14	5.63
						INVOICE TOTAL:	5.63
						VENDOR TOTAL:	399.32
GFOA	GOV FINANCE OFFICER ASSOC						
0140010-2014	12/11/13	01	2014 DUES-GFOA	1115105320		02/11/14	170.00
						INVOICE TOTAL:	170.00
						VENDOR TOTAL:	170.00
GLENV	GENEVA LAKE ENVIRONMENTAL AGCY						
RE012914	02/01/14	01	1ST QTR 2014 PAYMENT	4054105730		02/11/14	5,000.00
						INVOICE TOTAL:	5,000.00
						VENDOR TOTAL:	5,000.00

INVOICES DUE ON/BEFORE 02/11/2014

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GRANI	GRANITE RIDGE LAWN & LANDSCAPE						
4271	01/03/14	01	DEC SNOW REMOVAL,SALTING	9900005360		02/11/14	690.00
						INVOICE TOTAL:	690.00
						VENDOR TOTAL:	690.00
GRAYS	GRAYS INC						
31322	01/28/14	01	CARBIDE-PLOW PARTS	1132125250		02/11/14	1,462.00
						INVOICE TOTAL:	1,462.00
						VENDOR TOTAL:	1,462.00
ITU	ITU ABSORB TECH INC						
5783002	12/18/13	01	MATS	1122005360		02/11/14	124.64
						INVOICE TOTAL:	124.64
5801426	01/31/14	01	MATS,MOPS,FRAGRANCE	4055205360		02/11/14	73.27
		02	MATS-WINTERFEST	1100001391			75.60
						INVOICE TOTAL:	148.87
5801427	01/31/14	01	MATS	1116105360		02/11/14	83.95
						INVOICE TOTAL:	83.95
						VENDOR TOTAL:	357.46
JAMES	JAMES IMAGING SYSTEMS INC						
519783	01/16/14	01	TOSHIBA 2014 MAINT	9900005532		02/11/14	288.00
						INVOICE TOTAL:	288.00
						VENDOR TOTAL:	288.00
LARK	LARK UNIFORM OUTFITTERS INC						
157033	12/27/13	01	UNIFORM-WAY	1121005138		02/11/14	81.45
						INVOICE TOTAL:	81.45
157037	12/27/13	01	UNIFORM-HANSEN	1121005138		02/11/14	177.35
						INVOICE TOTAL:	177.35

INVOICES DUE ON/BEFORE 02/11/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

LARK	LARK UNIFORM OUTFITTERS INC						
157038	12/27/13	01	UNIFORM-HALL	1121005138		02/11/14	59.40
						INVOICE TOTAL:	59.40
157042	12/27/13	01	UNIFORM-BARTON	1121005138		02/11/14	149.40
						INVOICE TOTAL:	149.40
157044	12/27/13	01	UNIFORM-SPOTZ	1121005138		02/11/14	319.20
						INVOICE TOTAL:	319.20
157056	12/27/13	01	UNIFORM-DYON	1121005138		02/11/14	186.34
						INVOICE TOTAL:	186.34
157079	01/02/14	01	UNIFORM-WALSER	1121005138		02/11/14	222.85
						INVOICE TOTAL:	222.85
157144	12/27/13	01	UNIFORM-DYON	1121005138		02/11/14	179.95
						INVOICE TOTAL:	179.95
157273	12/30/13	01	UNIFORM-TRACY	1121005139		02/11/14	185.85
						INVOICE TOTAL:	185.85
157732	01/07/14	01	UNIFORM-GIOVANNONI	1121005138		02/11/14	38.40
						INVOICE TOTAL:	38.40
157737	01/07/14	01	UNIFORM-HALL	1121005138		02/11/14	38.40
						INVOICE TOTAL:	38.40
157740	01/07/14	01	UNIFORM-SPOTZ	1121005138		02/11/14	56.35
						INVOICE TOTAL:	56.35
157941	01/09/14	01	UNIFORM-HANSEN	1121005138		02/11/14	96.90
						INVOICE TOTAL:	96.90
157942	01/09/14	01	UNIFORM-DYON	1121005138		02/11/14	167.85
						INVOICE TOTAL:	167.85

DATE: 02/07/14
 TIME: 13:25:23
 ID: AP441000.WOW

CITY OF LAKE GENEVA
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 02/11/2014

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

LARK	LARK UNIFORM OUTFITTERS INC						
158425	01/15/14	01	UNIFORM-WAY	1121005138		02/11/14	87.95
						INVOICE TOTAL:	87.95
						VENDOR TOTAL:	2,047.64
LARRY	LARRY'S TOWING & RECOVERY						
22035	12/16/13	01	TOWING	1134105290		02/11/14	125.00
						INVOICE TOTAL:	125.00
22083	12/04/13	01	TOWING	1134105290		02/11/14	125.00
						INVOICE TOTAL:	125.00
						VENDOR TOTAL:	250.00
LASERW	LASER WORKS UNLIMITED LLC						
843	01/12/14	01	NAME PLATE-GREGOLES	1124005310		02/11/14	13.25
						INVOICE TOTAL:	13.25
						VENDOR TOTAL:	13.25
LEXIP	LEXIPOL LLC						
10351	01/01/14	01	LAW ENF POLICY MANUAL UPDATES	1121005410		02/11/14	5,450.00
						INVOICE TOTAL:	5,450.00
						VENDOR TOTAL:	5,450.00
LGARE	LAKE GENEVA AREA CONVENTION						
RE012914	02/01/14	01	1ST QTR 2014 PAYMENT	1170005710		02/11/14	25,000.00
						INVOICE TOTAL:	25,000.00
						VENDOR TOTAL:	25,000.00
LGUTI	LAKE GENEVA UTILITY COMMISSION						
4509	01/28/14	01	FILE FOLDERS/TABS	1132105340		02/11/14	142.50
						INVOICE TOTAL:	142.50
						VENDOR TOTAL:	142.50

INVOICES DUE ON/BEFORE 02/11/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

MAILF	MAILFINANCE						
H4448217	01/23/14	01	METER LEASE-MAR	1116105532		02/11/14	376.24
						INVOICE TOTAL:	376.24
						VENDOR TOTAL:	376.24
MAILW	MAILWAUKEE						
H9B48A	01/21/14	01	METER INK	1116105532		02/11/14	195.96
						INVOICE TOTAL:	195.96
						VENDOR TOTAL:	195.96
MALEK	MALEK & ASSOCIATES CONSULTANTS						
5008	01/20/14	01	FA REV-ROSATI'S PIZZA	1122005750		02/11/14	412.50
						INVOICE TOTAL:	412.50
						VENDOR TOTAL:	412.50
MARTIN	MARTIN GROUP						
1150896	01/15/13	01	KONICA C252 JAN	1121005531		02/11/14	121.12
		02	KONICA C252 OVERAGE DEC	1121005531			32.64
						INVOICE TOTAL:	153.76
1151006	01/20/14	01	KONICA 20 JAN	1121005531		02/11/14	12.65
						INVOICE TOTAL:	12.65
						VENDOR TOTAL:	166.41
MERCYH	MERCY HEALTH SYSTEM						
LGPD-0051-1/14	01/16/14	01	BLOOD DRAWS-DEC	1121005380		02/11/14	140.00
						INVOICE TOTAL:	140.00
						VENDOR TOTAL:	140.00
MIDWED	MIDWEST DOOR COMPANY						
1122	01/03/14	01	GARAGE DOOR SPRINGS FIX	1132105240		02/11/14	600.00
						INVOICE TOTAL:	600.00

DATE: 02/07/14
 TIME: 13:25:23
 ID: AP441000.WOW

CITY OF LAKE GENEVA
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 02/11/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

MIDWED	MIDWEST DOOR COMPANY						
1131	01/06/14	01	FIX OVERHEAD DOOR	1132105240		02/11/14	75.00
						INVOICE TOTAL:	75.00
1145	01/17/14	01	FIX CABLE-GARAGE DOOR	1121005342		02/11/14	50.00
						INVOICE TOTAL:	50.00
						VENDOR TOTAL:	725.00
MINNE	MINNEWAWA INC						
401-0142	01/23/14	01	2014 BEACH TAGS	4054105352	00000084	02/11/14	830.74
						INVOICE TOTAL:	830.74
						VENDOR TOTAL:	830.74
MLIC	MINNESOTA LIFE INSURANCE CO						
RE012914	02/03/14	01	INV 099002-MAR LIFE INS	1112005134		02/11/14	9.01
		02	INV 099002-MAR LIFE INS	1113005134			27.10
		03	INV 099002-MAR LIFE INS	1114305134			22.84
		04	INV 099002-MAR LIFE INS	4234505134			12.39
		05	INV 099002-MAR LIFE INS	1115105134			27.97
		06	INV 099002-MAR LIFE INS	1115305134			6.37
		07	INV 099002-MAR LIFE INS	1124005134			24.57
		09	INV 099002-MAR LIFE INS	4052105134			10.83
		12	INV 099009-MAR LIFE INS	1121005134			214.30
		15	INV 099010-MAR LIFE INS	1122005133			80.71
		17	INV 099019-MAR LIFE INS	9900005134			99.44
		20	INV 099044-MAR LIFE INS	4234505134			24.56
		23	INV 099052-MAR LIFE INS	4055105134			23.20
		24	INV 099052-MAR LIFE INS	1132105134			164.46
		25	INV 099052-MAR LIFE INS	1116105134			19.30
		28	INV 099016-MAR LIFE INS	4800005134			20.46
		29	MAR LIFE INS	1110005133			138.25
		30	MAR LIFE INS	1100002134			909.23
						INVOICE TOTAL:	1,834.99
						VENDOR TOTAL:	1,834.99

DATE: 02/07/14
 TIME: 13:25:23
 ID: AP441000.WOW

CITY OF LAKE GENEVA
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 02/11/2014

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

MUNIC	MUNICIPAL SERVICES LLC						
201356	02/05/14	01	JAN SERVICES	1124005219		02/11/14	456.00
						INVOICE TOTAL:	456.00
						VENDOR TOTAL:	456.00
NAPAE	ELKHORN NAPA AUTO PARTS						
929448	01/23/14	01	LED LIGHTS	1132105351		02/11/14	133.34
						INVOICE TOTAL:	133.34
929590	01/24/14	01	OIL,FUEL,HYDRAULIC FILTERS	1132105351		02/11/14	56.36
						INVOICE TOTAL:	56.36
930206	01/29/14	01	AIR GUN FIX	1132105250		02/11/14	249.99
						INVOICE TOTAL:	249.99
						VENDOR TOTAL:	439.69
NYQUI	JEFF MISKIE						
1065	12/31/13	01	POWER STRIPS	1129005310		02/11/14	16.99
		02	POWER STRIPS	1121005262			16.99
		03	BATTERIES-PHONE SYSTEM	1121005221			143.70
		04	CABLES,NUTS,BOLTS	1121005738			154.43
		05	OCT-DEC IT SVCS	1121005380			87.50
		06	OCT-DEC IT SVCS	1121005305			1,462.50
		07	OCT-DEC IT SVCS	4121001303			1,987.50
		08	OCT-DEC IT SVCS	4121001215			425.00
		09	OCT-DEC IT SVCS	1129005210			25.00
						INVOICE TOTAL:	4,319.61
1066	01/28/14	01	NOV-DEC IT SVCS	1115105450		02/11/14	1,412.50
		02	SKATE PARK CAMERA INSTALL	3430009124			572.63
						INVOICE TOTAL:	1,985.13
						VENDOR TOTAL:	6,304.74
OFFIC	OFFICE DEPOT						

DATE: 02/07/14
 TIME: 13:25:23
 ID: AP441000.WOW

CITY OF LAKE GENEVA
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 02/11/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

OFFIC	OFFICE DEPOT						
691191059001	01/17/14	01	TONER-TREASURER	1114305310		02/11/14	126.99
		02	TAPE,FOLDERS	1116105310			26.13
						INVOICE TOTAL:	153.12
692193721001	01/24/14	01	1099 FORMS,PENS	1115105310		02/11/14	33.13
						INVOICE TOTAL:	33.13
692359745001	01/25/14	01	MOUSEPAD	1124005310		02/11/14	11.49
		02	STAPLER	1132105340			54.99
						INVOICE TOTAL:	66.48
692360540001	01/27/14	01	LABELS	1124005310		02/11/14	14.18
		02	STAPLES	1132105340			6.25
		03	CALENDAR	4234505310			12.74
						INVOICE TOTAL:	33.17
						VENDOR TOTAL:	285.90
OFFICM	OFFICEMAX INCORPORATED						
325591	01/24/14	01	BINDERS,FILE FOLDERS	9900005310		02/11/14	64.79
						INVOICE TOTAL:	64.79
						VENDOR TOTAL:	64.79
OTTER	OTTER SALES & SERVICE INC						
18534	12/26/13	01	TRANSMISSION LEAK FIX-TK 26	1132105250		02/11/14	50.96
						INVOICE TOTAL:	50.96
18613	01/24/14	01	EXHAUST SYS FIX-TK 26	1132105250		02/11/14	955.74
						INVOICE TOTAL:	955.74
P141607	12/30/13	01	HYDRO/TRANS OIL	1132105250		02/11/14	83.30
						INVOICE TOTAL:	83.30
P141614	12/30/13	01	ADJUSTER	1132105250		02/11/14	99.88
						INVOICE TOTAL:	99.88

DATE: 02/07/14
TIME: 13:25:23
ID: AP441000.WOW

CITY OF LAKE GENEVA
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 02/11/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

OTTER	OTTER SALES & SERVICE INC						
P142087	02/04/14	01	SIGNAL SWITCH-TK 26	1132105250		02/11/14	130.25
						INVOICE TOTAL:	130.25
						VENDOR TOTAL:	1,320.13
PAL	PAL STEEL COMPANY INC						
12482	01/23/14	01	STEEL-FIX PLOW	1132125250		02/11/14	187.40
						INVOICE TOTAL:	187.40
						VENDOR TOTAL:	187.40
PARAT	PARATECH AMBULANCE SERVICE						
23018	11/21/13	01	CPR AFFILIATION FEE 2014	1122005610		02/11/14	200.00
						INVOICE TOTAL:	200.00
						VENDOR TOTAL:	200.00
PCL	PETTY CASH - LIBRARY						
1/14	01/27/14	01	WALMART-FORKS,SPOONS	9900005350		02/11/14	5.99
		02	PIGGLY WIGGLY-BAKERY	9900005211			3.99
						INVOICE TOTAL:	9.98
						VENDOR TOTAL:	9.98
PEDER	SUSAN PEDERSEN						
12/13A	01/27/14	01	PRK CLERK TRAINING-12/30	4234505216		02/11/14	27.50
						INVOICE TOTAL:	27.50
						VENDOR TOTAL:	27.50
PFI	PFI FASHIONS INC						
213594	01/14/14	01	UNIFORM-NETHERY	1121005138		02/11/14	19.76
		02	UNIFORM-GRITZNER	1121005138			9.88
						INVOICE TOTAL:	29.64
						VENDOR TOTAL:	29.64

DATE: 02/07/14
 TIME: 13:25:23
 ID: AP441000.WOW

CITY OF LAKE GENEVA
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 02/11/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

PLEAS	PLEASANT PRAIRIE MUNICIPAL CRT						
WARRANT-1/14	01/27/14	01	WARRANT-HOLLAND S132344-2	1112002428		02/11/14	114.00
						INVOICE TOTAL:	114.00
						VENDOR TOTAL:	114.00
POMPS	POMP'S TIRE SERVICE INC						
60037976	01/20/14	01	TIRES-ENG 1	1122005240		02/11/14	4,643.56
						INVOICE TOTAL:	4,643.56
						VENDOR TOTAL:	4,643.56
PRESE	PRESENTA PLAQUE CORPORATION						
15510	01/22/14	01	PLAQUES-11	1114305310		02/11/14	135.46
						INVOICE TOTAL:	135.46
						VENDOR TOTAL:	135.46
QUILL	QUILL CORPORATION						
8438838	01/07/14	01	ENVELOPES-HOLIDAY CARDS	9900005310		02/11/14	27.78
						INVOICE TOTAL:	27.78
8676643	01/14/14	01	TAPE,HANGING/FILE FOLDERS	9900005512		02/11/14	102.08
						INVOICE TOTAL:	102.08
8974832	01/23/14	01	INK,BINDERS,TAPE	9900005310		02/11/14	211.45
						INVOICE TOTAL:	211.45
9221058	01/31/14	01	AIR FRESHENER	9900005350		02/11/14	82.80
						INVOICE TOTAL:	82.80
						VENDOR TOTAL:	424.11
RACINE	RACINE COUNTY OPPORTUNITY CTR						
2636	12/31/13	01	CLEANING SVC-DEC	9900005360		02/11/14	776.56
						INVOICE TOTAL:	776.56
						VENDOR TOTAL:	776.56

INVOICES DUE ON/BEFORE 02/11/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

RED	RED THE UNIFORM TAILOR						
00W55716	12/23/13	01	UNIF BELT-DERRICK,RYAN	1122005138		02/11/14	24.50
						INVOICE TOTAL:	24.50
00W55717	12/23/13	01	UNIF BELT-HEINDL	1122005138		02/11/14	24.50
						INVOICE TOTAL:	24.50
00W56078	12/23/13	01	UNIF CLASS C-MORAREND	1122005138		02/11/14	150.70
						INVOICE TOTAL:	150.70
00W56346	12/23/13	01	UNIF SHIRTS-CONNELLY	1122005138		02/11/14	70.00
						INVOICE TOTAL:	70.00
0W55714A	01/13/14	01	UNIF-SHIRT-GOORSKEY	1122005138		02/11/14	31.10
						INVOICE TOTAL:	31.10
						VENDOR TOTAL:	300.80
ROBER	KEN ROBERS						
MILEAGE-1/14	01/31/14	01	JAN MILEAGE-273 MILES	1124005330		02/11/14	152.88
						INVOICE TOTAL:	152.88
						VENDOR TOTAL:	152.88
ROTE	ROTE OIL COMPANY						
238134	02/05/14	01	OIL-55 GAL	1132105341		02/11/14	550.00
						INVOICE TOTAL:	550.00
302199	01/22/14	01	260.5 GAL DYED DIESEL	1132105341		02/11/14	832.82
		02	353.1 GAL CLEAR DIESEL	1132105341			1,237.97
						INVOICE TOTAL:	2,070.79
302229	01/27/14	01	430.8 GAL CLEAR DIESEL	1132105341		02/11/14	1,510.38
						INVOICE TOTAL:	1,510.38
302262	01/31/14	01	266.6 GAL DYED DIESEL	1132105341		02/11/14	849.66

DATE: 02/07/14
 TIME: 13:25:24
 ID: AP441000.WOW

CITY OF LAKE GENEVA
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 02/11/2014

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

ROTE	ROTE OIL COMPANY						
302262	01/31/14	02	313.7 GAL CLEAR DIESEL	1132105341		02/11/14	1,096.69
						INVOICE TOTAL:	1,946.35
						VENDOR TOTAL:	6,077.52
SHERP	SHERPER'S						
AAA134918-AA00	01/08/14	01	UNIFORM-WAY	1121005138		02/11/14	369.41
						INVOICE TOTAL:	369.41
						VENDOR TOTAL:	369.41
SIMPLX	SIMPLEXGRINNELL						
69738175	01/17/14	01	DRY SPRINKLER SYS FIX	1116105240		02/11/14	718.15
						INVOICE TOTAL:	718.15
						VENDOR TOTAL:	718.15
SOMAR	SOMAR TEK LLC/SOMAR ENTERPRISE						
98118	01/02/14	01	UNIFORM-WARD	1121005138		02/11/14	84.49
						INVOICE TOTAL:	84.49
98119	01/02/14	01	UNIFORM-TRACY	1121005139		02/11/14	403.90
						INVOICE TOTAL:	403.90
98160	01/23/14	01	UNIFORM-NELSON	1121005138		02/11/14	73.99
						INVOICE TOTAL:	73.99
						VENDOR TOTAL:	562.38
SOUKUP	SARA SOUKUP						
REIMB-2/14	02/08/14	01	REPTILE-WORKSHOP FEE	9900005332		02/11/14	20.00
						INVOICE TOTAL:	20.00
						VENDOR TOTAL:	20.00
SPECI	JENNIFER SPECIAL						

DATE: 02/07/14
 TIME: 13:25:24
 ID: AP441000.WOW

CITY OF LAKE GENEVA
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 02/11/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

SPECI	JENNIFER SPECIAL						
1/14	01/31/14	01	TRAINING	1124005219		02/11/14	73.50
						INVOICE TOTAL:	73.50
						VENDOR TOTAL:	73.50
SPIRI	SPIRIT OF GENEVA LAKES						
FE-40480	02/01/14	01	1/2 PAGE AD-SPIRIT	4055105316		02/11/14	383.00
						INVOICE TOTAL:	383.00
						VENDOR TOTAL:	383.00
STREI	STREICHERS-MILWAUKEE						
I1070013	01/23/14	01	PLATED VESTS	1121005737		02/11/14	935.00
						INVOICE TOTAL:	935.00
I1070432	01/24/14	01	UNIF-DERRICK	1121005138		02/11/14	77.98
						INVOICE TOTAL:	77.98
						VENDOR TOTAL:	1,012.98
T0000820	BEST PRICE PLUMBING						
REFUND 20140005	01/31/14	01	REF PERMIT-1229 PARK ROW	1124004432		02/11/14	50.00
						INVOICE TOTAL:	50.00
						VENDOR TOTAL:	50.00
TIERN	TIERNEY SIGNS INC						
10379	02/04/14	01	MAGNETIC SIGNS-VEHICLE	1124005310		02/11/14	200.00
						INVOICE TOTAL:	200.00
						VENDOR TOTAL:	200.00
TITANP	TITAN PUBLIC SAFETY SOLUTIONS						
3290	01/01/14	01	2014 TIPSS SUPPORT	1112005361		02/11/14	4,440.00
						INVOICE TOTAL:	4,440.00
						VENDOR TOTAL:	4,440.00

DATE: 02/07/14
 TIME: 13:25:24
 ID: AP441000.WOW

CITY OF LAKE GENEVA
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 02/11/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

TORRES	MARIA DE JESUS TORRES						
REIMB-1/14	01/25/14	01	INTERPRETER FEES-JAN	1121005140		02/11/14	180.00
						INVOICE TOTAL:	180.00
						VENDOR TOTAL:	180.00
TSC	TRACTOR SUPPLY CREDIT PLAN						
4033-1/14	01/21/14	01	HITCH PINS,CONNECTORS,COVERS	1132105250		02/11/14	54.69
						INVOICE TOTAL:	54.69
						VENDOR TOTAL:	54.69
UNEMP	UNEMPLOYMENT INSURANCE						
5685721	01/31/14	01	JAN-UE-FIRE	1110005154		02/11/14	174.66
						INVOICE TOTAL:	174.66
						VENDOR TOTAL:	174.66
UNIQU	UNIQUE MANAGEMENT SERVICES						
250431	01/01/14	01	COLLECTION FEES-DEC	9900005510		02/11/14	44.75
						INVOICE TOTAL:	44.75
						VENDOR TOTAL:	44.75
USCELL	US CELLULAR						
370020503-1/14	01/22/14	01	CELL PLAN-JAN	1100002159		02/11/14	384.22
		02	CELL PLAN-JAN	1132105221			59.02
						INVOICE TOTAL:	443.24
						VENDOR TOTAL:	443.24
VANDE	VANDEWALLE & ASSOCIATES INC						
201401031	01/20/14	01	JAN PLANNING SVCS	1169305212		02/11/14	659.00
		02	JAN PLANNING SVCS	1100001391			27.00
						INVOICE TOTAL:	686.00
						VENDOR TOTAL:	686.00

DATE: 02/07/14
 TIME: 13:25:24
 ID: AP441000.WOW

CITY OF LAKE GENEVA
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 02/11/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

WALCOP WALWORTH COUNTY PUBLIC WORKS							
9026S-12/13	12/31/13	01	SAND/SALT MIX-DEC	1132125340		02/11/14	24,096.14
						INVOICE TOTAL:	24,096.14
						VENDOR TOTAL:	24,096.14
WALCOT WALWORTH COUNTY TREASURER							
64-246-1/14	02/03/14	01	JAN COURT FINES-COUNTY	1112002420		02/11/14	1,097.00
						INVOICE TOTAL:	1,097.00
						VENDOR TOTAL:	1,097.00
WATCH WATCH IT BEND							
LG.001REV1	01/28/14	01	DISC GOLF SURVEYING	1130005216		02/11/14	1,200.00
						INVOICE TOTAL:	1,200.00
						VENDOR TOTAL:	1,200.00
WEENE WE ENERGIES							
CEM 1/14	02/03/14	01	INV 1885-876-489	4800005224		02/11/14	209.87
						INVOICE TOTAL:	209.87
LIB 1/14	02/03/14	01	INV 3843-358-997	9900005222		02/11/14	105.00
		02	INV 5604-510-433	9900005222			240.00
						INVOICE TOTAL:	345.00
RE012914	02/04/14	01	7891-194-618 JAN GAS BILL	1116105224		02/11/14	2,474.93
		03	7837-744-963 JAN GAS BILL	1122005224			896.07
		04	0480-524-472 JAN GAS BILL	4055105224			1,785.23
		06	0847-573-906 JAN GAS BILL	1122005224			449.37
		07	5288-664-956 JAN GAS BILL	1151105224			919.82
		08	8052-439-940 JAN GAS BILL	1132105224			559.26
		09	8017-524-022 JAN GAS BILL	1132105224			1,890.98
		10	6602-046-262 JAN GAS BILL	1132105224			1,582.19
		11	7283-171-261 JAN GAS BILL	1152015224			252.12
						INVOICE TOTAL:	10,809.97
						VENDOR TOTAL:	11,364.84

DATE: 02/07/14
 TIME: 13:25:24
 ID: AP441000.WOW

CITY OF LAKE GENEVA
 DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 02/11/2014

INVOICE # VENDOR #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT

WERC	WI EMPLOYMENT RELATIONS COMM						
17336RP	01/21/14	01	ARBITRATION FILING FEE	1110005214		02/11/14	400.00
						INVOICE TOTAL:	400.00
						VENDOR TOTAL:	400.00
WIJUS	WI DEPT OF JUSTICE						
L6503T	01/03/14	01	RECORDS CHECK	1121005411		02/11/14	7.00
						INVOICE TOTAL:	7.00
T16345	01/14/14	01	ANNUAL TTY CHG-2014	1121005533		02/11/14	9,174.00
						INVOICE TOTAL:	9,174.00
						VENDOR TOTAL:	9,181.00
WILIB	WI LIBRARY ASSOCIATION						
2014	01/15/14	01	DUES-2014	9900005211		02/11/14	224.00
						INVOICE TOTAL:	224.00
						VENDOR TOTAL:	224.00
WISC	STATE OF WISCONSIN						
64-246-1/14	02/03/14	01	JAN COURT FINES-STATE	1112002424		02/11/14	3,551.16
						INVOICE TOTAL:	3,551.16
						VENDOR TOTAL:	3,551.16
WSDAR	WS DARLEY & CO						
17119012	12/26/13	01	TURNOUT-TERHARK	4122001301		02/11/14	2,550.38
						INVOICE TOTAL:	2,550.38
17119292	12/26/13	01	TURNOUT-BEHRENS	4122001301		02/11/14	2,534.90
						INVOICE TOTAL:	2,534.90
						VENDOR TOTAL:	5,085.28
WSFCA	WI STATE FIRE CHIEFS ASOC						

DATE: 02/07/14
TIME: 13:25:24
ID: AP441000.WOW

CITY OF LAKE GENEVA
DETAIL BOARD REPORT

INVOICES DUE ON/BEFORE 02/11/2014

INVOICE #	INVOICE DATE	ITEM #	DESCRIPTION	ACCOUNT #	P.O. #	DUE DATE	ITEM AMT
WSFCA			WI STATE FIRE CHIEFS ASOC				
2014 MEMBERSHIP	01/14/14	01	2014 DUES-CONNELLY	1122005320		02/11/14	75.00
						INVOICE TOTAL:	75.00
						VENDOR TOTAL:	75.00
						TOTAL ALL INVOICES:	156,939.67

City of Lake Geneva

Treasurer's Report as of OCTOBER 31, 2013

WALWORTH STATE BANK	Cash Activity			Cash Balances		
	Type	Expenditures	Receipts	Transfers	Sep-13	Oct-13
City Expenses & Collections	General Checking	641,934.37	589,166.57	900,000.00		
City Net Payroll	General Checking	399,140.13				
City Health Claims	General Checking	245,729.49				
General Checking		1,286,803.99	589,166.57	900,000.00	336,453.92	538,816.50
PNC BANK						
Municipal Justice Trust Account	Municipal Court Checking	91.79			718.10	626.31
Savings Account	Police Seizure Account				14,272.98	14,272.98
TOTALS		1,286,895.78	589,166.57	900,000.00	351,445.00	553,715.79

Talmer Bank & Trust		Cash Activity			Cash Balances		
Type	Expenditures	Receipts	Transfers	Sep-13	Oct-13		
US Bank	Tax Receipts	100.00		2,815.43	2,915.43		
Talmer Bank	TID #4 Money Market	0.01		148.50	148.51		
Talmer Bank	TID #4 Certificate of Deposit			58,675.50	58,675.50		
Talmer Bank & Trust	TOTALS	100.01	100.01	-	61,639.43	61,739.44	

Other Banks		Cash Activity			Cash Balances		
Type	Expenditures	Receipts	Transfers	Sep-13	Oct-13		
PNC Bank	General Checking						
BMO Harris Bank	TID #4 Certificates of Deposit			601,824.51	601,824.51		
Community Bank of Delavan	TID #4 Certificates of Deposit			622,168.20	622,168.20		
Community Bank of Delavan	TID #4 CDARS			1,200,000.00	1,200,000.00		
Community Bank of Delavan	TID #4 Money Market	0.06		3,504.20	3,504.20		
HomeTown Bank	Fire/EMS Billing Revenue						
Other Banks	TOTALS	0.06	0.06	-	2,427,496.91	2,427,496.97	

Local Govt Investment Pool		Cash Activity			Cash Balances		
Type	Expenditures	Receipts	Transfers	Sep-13	Oct-13		
LGIP Acct #1	General	179,175.27	(900,000.00)	7,083,774.53	6,362,949.80		
LGIP Acct #4	Treasurer	0.01		84.03	84.04		
LGIP Acct #5	Impact Fees-Park	4.61		61,455.08	61,459.69		
LGIP Acct #6	Impact Fees-Fire	5.10		68,017.35	68,022.45		
LGIP Acct #7	TID #4	334.95		4,465,871.94	4,466,206.89		
LGIP Acct #8	Capital Projects	24.00		320,031.55	320,055.55		
LGIP Acct #9	Public Library	6.81		90,848.71	90,855.52		
LGIP Acct #10	Impact Fees-Library	11.90		158,712.92	158,724.82		
LGIP Acct #11	Capital Projects						
Local Govt Investment Pool	TOTALS	179,562.65	(900,000.00)	12,248,796.11	11,528,358.76		

GRAND TOTAL ALL BANKS	1,286,895.78	768,829.29	-	15,089,377.45	14,571,310.96	
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Jessica R. Klein

Attest:

APPOINTMENT

Pursuant to authority as set forth in Chapter 62.09 (3) (2) of the Wisconsin Statutes of 1999-2000, I, James R. Connors, Mayor of the City of Lake Geneva, DO HEREBY APPOINT **Coryn Commare**, as a member of the **Cemetery Board**, to a term expiring on May 1, 2015.

James R. Connors, Mayor

Dated this 10th day of February, 2014

January 25, 2014

RE: Resident (Ms. Coryn Commare) volunteer request: CEMETERY COMMISSION

Dear Mayor Connors and the Common Council,

I, Coryn Commare, am interested in serving on the Cemetery Commission during the 2014-16 term. I have only been a resident of Lake Geneva for approximately 1.5 years; however, I purchased my home (May 2013) and expect to stay for many years to come. Of the available positions, I chose the cemetery commission based on the level of activity, time commitment, and for the opportunities it will provide (e.g. network with other citizens and members of the Common Council). I also have an interest in learning more about city government and serving will give me this opportunity as well.

I am employed by Abbott Laboratories as a Regulatory Affairs Managers, for the Abbott Nutrition Division. I have worked at Abbott since 2007. I received my undergraduate and graduate degrees, in Nutrition, from the University of Illinois at Urbana-Champaign and I am currently enrolled in the Michigan State University receiving a certification in International Food Law and Regulations. I am a registered dietitian and have worked at Children's Hospital of Wisconsin and the University of Virginia Health Systems in Charlottesville, VA. I have not held a public office position nor have any experience with cemeteries; however, I'm industrious, reliable and eager to learn.

Please consider my for application for the Cemetery Commission.

Sincerely,

Coryn Commare