



**BOARD OF PARK COMMISSIONERS
TUESDAY, OCTOBER 20, 2020 – 6:30PM
CITY HALL, COUNCIL CHAMBERS**

THE CITY OF LAKE GENEVA IS HOLDING MEETINGS VIRTUALLY WITH LIMITED CAPACITY (NO MORE THAN THIRTEEN) IN COUNCIL CHAMBERS TO COMPLY WITH SOCIAL DISTANCING DUE TO THE CORONAVIRUS (COVID-19) PANDEMIC. HERE'S HOW YOU CAN PARTICIPATE:

6:30 p.m.- Board of Park Commissioners
Tue, Oct 20, 2020 6:30 PM - 7:00 PM (CDT)

Please join my meeting from your computer, tablet or smartphone.

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AGENDA

Committee Members: Cindy Feurendi, Brian Olsen, David Quickel, Barbara Philipps, Peggy Schneider, Obdulia Alvarez, Meaghen Madden-VanDyke, and Mary Jo Fesenmaier- Alderperson

1. Call to order – Cindy Feurendi
2. Roll Call
3. Approval of Meeting Minutes from September 15, 2020
4. Discussion/Recommendation regarding Veteran's Park Concession Stand Request for Proposals and YMCA Lease
5. Discussion regarding Disc Golf Bridge Repair Discussion of TAP grant requirement of updating the Vandewalle 5 year plan relative to the Department of Natural Resources Stewardship Grant Program funding which ends in 2020
6. Discussion regarding Commissioner assignment of parks
7. Discussion regarding new Dog Park Sign to be placed near the entrance gate

cc: Aldermen, Mayor, Administrator



8. Future Agenda Items:

- a.** Discussion regarding Never Say Never contribution regarding Inclusive Play Ground for Veteran's Park
- b.** Discussion regarding Hillmoor
- c.** Discussion regarding City website regarding park listings

9. Next Meeting Date: (Tuesday, November 17, 2020, 6:30 PM)

10. Adjournment

Board of Park Commissioners Committee MINUTES
Tuesday, September 15, 2020 – 6:30 PM
City Hall, Council Chambers

Meeting was called to order by Chair Feuredi at 6:35 p.m.

Roll Call

Present: Chair Cindy Feuredi, Alderman Mary Jo Fesenmaier, Dave Quickel, Peggy Schneider, Brian Olsen, Alderman Cindy Flower.

Absent: Barb Philipps, Obdulia Alvarez, Meaghen Madden-VanDyke, City Staff.
Quorum present.

Chair Feuredi asked, without objection, to allow Alderman Fesenmaier to record minutes.

Approval of minutes from August 18, 2020

Motion by Feuredi, second by Quickel, to approve the August 18, 2020 meeting minutes. It was noted by Commissioners need paper copies of the meeting packet unless otherwise requested. Approval of the agenda and Public Comments can also be added to next month's agenda. Unanimously carried.

Discussion/Recommendation regarding Veteran's Park Concession Stand Request for Proposals

Discussion whether to include the Concession Stand in the YMCA agreement or to send out for bid. Motion by Feuredi, second by Olsen, to continue to next month.

Discussion/Recommendation Disc Golf Bridge Report

Update- The cost for southern-most bridge is recommended to be included in the 2021 budget.

Discussion of Hillmoor

No update at this time.

Discussion/Recommendation regarding parks listed on the City website

Staff will be referred to the Park and Open Space Plan plus the 2019 Comprehensive Plan for complete list and locations of park to update the website.

Discussion of TAP Grant

No update at this time.

Discussion regarding five-year plan relative to the WI Department of Natural Resources Stewardship Grant Program funding

No information on this item.

Discussion of Commissioner assignment of parks

Chair Feuredi will work to finalize a list of park assignments for Commissioners to monitor for conditions and report incidents and items needing repair to the Streets Department. Olsen volunteered for Library Park and Flat Iron Park.

Discussion of new Dog Park sign

Feuredi has checked with staff and was told the original sign was sent out for repair. Consensus by the Commissioners was that the sign needs to be replaced. Olsen will look for the wording of the previous sign in his files.

Research will continue regarding pet licenses for future recommendation to FLR.

Discussion of Never Say Never contribution regarding Inclusive Playground for Veteran's Park

Feuredi spoke to Dusti Ocampo. She reported that they have raised \$140,000 of their \$520,000 goal. The City has donated \$15,000 plus pledged a spot in Veteran's Park.

<http://www.neversayneverplayland.com/>

Next meeting date – third Tuesdays, October 20, at 6:30 p.m. at City Hall; Chair Feuredi will verify this date with the clerk due to November election schedule changes.

Motion by Olsen, second by Quickel, to adjourn at 7:10 p.m. Carried.

Respectfully submitted,
Alderman Fesenmaier



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

Lake Geneva Park Board

10.20.20

Geneva Lakes Family YMCA



**FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

The purpose of this presentation is to explain and propose how:

The City of Lake Geneva and the YMCA can work together as partners in providing recreational opportunities for the city and surrounding areas

The YMCA can serve as the operator and direct contact for rentals/tournaments

The YMCA can serve as the concessionaire for the City at Veteran's Park and Eastview

Geneva Lakes Family YMCA



**FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

And to show how the City can save on expenses and bring in

more revenue directly and indirectly

Geneva Lakes Family YMCA



**FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

#1 City of Lake Geneva YMCA Agreement to operate as the City Recreation Provider at Veteran's Park

The Y is always interested in serving in this capacity. Even after the Y builds a new campus.

Geneva Lakes Family YMCA



**FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

#1 City of Lake Geneva YMCA Agreement to operate as the City Recreation Provider at Veteran's Park

City Benefit: Using the Y in this capacity is fraction of the cost of the City providing it's own Rec Department

Geneva Lakes Family YMCA



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

#2 Rental/Tournament Operator and Direct Contact

One point of contact for tournament hosts

Simple coordination and scheduling

Repeat scheduling

Marketing for the fields through YMCA website and program guides

Geneva Lakes Family YMCA



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

#2 Rental/Tournament Operator and Direct Contact

City Benefit:

Indirect Revenue through parking, hotels, restaurants, shopping, etc.

Direct Revenue: half of proceeds of each event at no additional cost or time.

Estimate: 5-6 tournaments per season at 500-700 people each

Geneva Lakes Family YMCA



FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

#2 Rental/Tournament Operator and Direct Contact

Note: we have very nice athletic fields in Lake Geneva. There are many, many nice athletic fields in WI and IL. Tournament hosts want to and will host in Lake Geneva because of all that our area offers (shopping, lake, resorts, restaurants, etc.), but they will easily go elsewhere if the process is difficult and the fees are not even close to other venues.

Geneva Lakes Family YMCA



**FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

#3 Y Serves as Concessionaire for the City

Operate concessions for \$2,500 per season

Vet's Park Mid-April through end of October

Geneva Lakes Family YMCA



**FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

#3 Y Serves as Concessionaire for the City

We could offer tournament hosts 50% of proceeds for providing volunteers to operate. This would be an extra draw for tournament hosts.

Geneva Lakes Family YMCA



**FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

#3 Y Serves as Concessionaire for the City

City Benefit:

Income at no additional cost.

Geneva Lakes Family YMCA

CONCESSION AGREEMENT

Concession Agreement made on _____, 2020, between the City of Lake Geneva (“City”), and Geneva Lakes Family YMCA, Inc. (“Concessionaire”),

For valuable consideration, City grants to Concessionaire the privilege of operating a concession stand on park grounds of the City at Veteran’s Park to be located in the concession/bathroom building on the following terms and conditions:

1. Concessionaire agrees to pay the City the amount of \$2,500.00, made in one installment by June 1st.

2. Concessionaire agrees to have the concession stand open during the spring and summer season (April 15th through September 15th), or later as mutually agreed upon by both parties. As a minimum, Concessionaire shall establish post and comply with, weekend and/or daily hours of business during seasonal organized sports activities.

3. Concessionaire agrees to supply for sale of sufficient vendible articles of a ballpark type and sufficient quantities to satisfy demands of patrons of the park at the times when organized sport activities are conducted until closing at end of each season.

4. Concessionaire shall procure at his or her own costs and expense all necessary licenses and permits necessary for carrying out provisions of this contract.

5. Concessionaire shall provide adequate and appropriate containers which are not unsightly for the temporary storage of trash and garbage and provide, as necessary, for the regular pick up of such trash and garbage, and shall not permit any unattractive or unsanitary accumulation of trash, debris or litter on the premises hereto relevant at all times during which concessions are operated within the park. The piling of boxes, cartons, drums, can or similar items, shall not be permitted outside of designated concession areas. The City shall be responsible for removal of the normal trash and garbage.

6. All notices and orders given to concessionaire shall be sent to Geneva Lakes Family YMCA, Inc. .

7. Prior to termination of this Agreement or on or before October 31st of 2022, unless approved specifically by the City, Concessionaire shall remove from the concession stand at Veteran’s Park all personal property, supplies, goods and effects. On his or her failure to do so, City, and/or its employees, officers and agents, may cause such removal to be made and the property, supplies, goods and effects shall be stored at cost and expense of Concessionaire. City may exercise lien rights thereon for cost and expense of such removal and storage.

8. No improvement shall be made to City property without the City's consent. Any permanent on-site improvements made during the course of the Agreement are to revert to the City at termination of the contract. Any City provided improvements shall be operated and properly maintained by the Concessionaire.

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

10. Concessionaire will procure and maintain during the entire term of this Agreement, or any renewal or extension period thereof, a public liability insurance policy which covers liability for products made or sold by Concessionaire, with the City stated as an additional insured. Liability insurance shall be provided at all times in a minimum amount of One Million (\$1,000,000) Dollars single limits coverage, per person, and per occurrence, covering death, personal injury and property loss or damage.

11. The Concessionaire shall hold the City harmless from the payment of all claims or demands arising out of this Agreement. The Concessionaire shall indemnify the City from all suits or actions brought against the City or on the account of injury or damages received or sustained by any party or parties by or from the said Concessionaire, his servants or agents, in the exercise of the rights and privileges granted in this Agreement, including all attorney fees incurred by the City in defense of such claims or demands.

12. The City reserves the right to cancel or terminate this Agreement, upon ten (10) days advance written notice.

CONCESSIONAIRE

CITY OF LAKE GENEVA

By: _____
Mike Kramp, CEO

By: _____
Mayor Charlene Klein

Attest:

By: _____

AGREEMENT

THIS AGREEMENT dated the ____ day of _____, 2020, by and between the City of Lake Geneva (hereinafter “City”) and the Geneva Lakes Family YMCA, Inc. (hereinafter “YMCA”).

WITNESSETH:

WHEREAS, City and YMCA wish to work cooperatively to provide recreational services and utilize athletic fields owned by the City; and

WHEREAS, City and YMCA wish to ensure that recreational facilities and programs are available to as many residents of the City as possible; and

WHEREAS, City and YMCA wish to clarify the relative roles and responsibilities of each party to provide recreational facilities and programs to the residents of the City;

NOW THEREFORE, the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged the parties hereto agree as follows:

1. The above recitals are incorporated herein by reference.
2. The term of this agreement shall be for a term of one (1) year commencing on __ day of _____, 20__.
3. For the services recited herein, the City shall pay the sum of Fifty-Five Thousand Eighty and no/100 (\$55,080.00) Dollars for the term of this agreement. The sum shall be paid in bi-monthly installments.
4. In exchange for the sum provided herein, the YMCA shall do the following:
 - a. Provide recreational programs at Veteran’s Park as appropriate. List of programs shall include but not be limited to: T-Ball, Baseball, Softball, Travel baseball/softball, Tournament level baseball/softball, flag football, volleyball, soccer, LaCrosse, Adult softball, Coed softball, Adult Kickball, Pickleball.

- b. Coordinate the use of the athletic fields at Veteran's Park for use by all groups interested in using said fields in a non-discriminating manner. Ensure that all groups and organizations have equal access to the athletic fields provided by the City.
- c. Prepare the baseball/softball fields for use by any organization regardless of their affiliation with the YMCA by marking the fields and placing of necessary equipment such as bases or volleyball nets. The YMCA shall be notified a minimum of one week in advance of events to coordinate proper staffing.
- d. Coordinate the use of the fields with the City of Lake Geneva through a shared calendar such as google calendar.
- e. Make books and records available to the City showing revenues received and expenses paid for use of Veteran's Park.
- f. Provide no less than 15% discount rates for City residents participating in activities through the YMCA which are conducted at Veteran's Park.
- g. Tournaments and other rentals at Veteran's Park will be booked through the YMCA. Net proceeds will be shared equally between the City and the YMCA. A separate rental agreement will be used. See attached agreement.
- h. The YMCA and City of Lake Geneva shall each provide a One Million (\$1,000,000.00) Dollar liability insurance policy naming the other as an additional insured.
- i. Responsibilities and equipment available for use at Veteran's Park shall be as follows:

City of Lake Geneva

Mowing

Trash pickup of entire park (except Concession stand and 2nd floor of Lions Den/asphalt area)

Gas for power equipment

½ purchase price of groomer

Flower beds

Maintenance and repair of groomer

Clean and maintain bathrooms

Bids out concession stand

City allows YMCA to use the garage for storage of equipment related to these activities (not use of Lions Den)

Owns and maintains regulation size Soccer Goals and nets

Basketball nets

YMCA

All field work/maintenance

Any field rental agreements

Check oil/filters, wash groomer

Concession Stand and 2nd floor Lions Den/asphalt areas/ prep/cleaning/trash pickup

Equipment purchases for programs

Maintain Batting cages

Owns Volleyball nets

Owns Bases

Owns chalker

Dispense of watering required for baseball game usage (water supplied by City)

Operations of any tournaments run thru the YMCA

Communication with city clerk on scheduling of park

½ purchase price of groomer

Owner of lawn tractor, push mower, golf cart – do all maintenance

j. The YMCA will ensure that the fields and facilities are used in a reasonable manner by all patrons and invitees of the YMCA.

k. YMCA serves as concessionaire for Veteran's Park according to 2 year agreement.

See attached agreement.

IN WITNESS WHEREOF, the undersigned have set their hand and seal this _____ day of _____, 2020.

CITY OF LAKE GENEVA, a municipal corporation

By: _____
THOMAS HARTZ, Mayor

Attest: _____

GENEVA LAKES FAMILY YMCA, Inc.

By: _____



Name: _____
Contact #: _____
Event Dates: _____

GENEVA LAKES FAMILY YMCA/City of Lake Geneva Veterans Park Field Rental Agreement

Deposit: _____ Receipt # _____ Date Paid: _____ Staff: _____

Rental Fee: _____ Receipt # _____ Date Paid: _____ Staff: _____

SECTION 1: DEFINITIONS

A. Recreation Programmer: The Lake Geneva YMCA, authorized by the City of Lake Geneva to schedule Veterans Park events, activities and programs. The Recreation Programmer, or an authorized representative, is present during the use of the facility or grounds and has access to facilities and grounds at all times and is responsible for locking and unlocking.

B. Lease: As used herein means the written Rental Agreement issued to an applicant by the Lake Geneva YMCA or its authorized representative for use of Veterans Park or any portion there-of under the authority and conditions as herein provided, including any amendment or supplement to such an agreement.

C. Lessee: As used herein includes any person, association, public organization, partnership, company or corporation that is granted a contract to use any part of Veterans Park in accordance with these regulations. Person responsible must be an adult (age 21).

SECTION 2: RIGHT TO ALTER REGULATIONS AND RENTAL RATES

The Lake Geneva YMCA reserves the right to change, alter, amend or cancel any or all of the regulations and rental rates contained herein at any time. The Lake Geneva YMCA reserves the right to cancel any reservation for the use of Veterans Park due to local, state or federal emergency needs. A full refund will be given in this event. Lessee may not use the facility for any other than the stated purpose. Failure to comply can cause cancellation of the event.

SECTION 3: AUTHORITY

Violations of these regulations and rental rates or any portion thereof may result in cancellation of use of facility which may impact future use of facility. The Lake Geneva YMCA, hereinafter referred to as "management," shall have full responsibility for the operation of Veterans Park and shall act on behalf of the City of Lake Geneva. The management shall be authorized to enter into agreements subject to Sec. 2 (above). The right is reserved by the manager or other duly authorized representative of the City of Lake Geneva to enter Veterans Park and all parts thereof at all times.

SECTION 4: RENTALS AND RENTAL AGREEMENT

A. All rentals of Veterans Park facilities will require a signed rental agreement between the Lessee and the Lake Geneva YMCA through its duly authorized representatives. No verbal agreements for the use of Veterans Park will be valid.

B. A reservation for Veterans Park will be considered confirmed only upon the receipt in the Lake Geneva YMCA office of a signed rental agreement accompanied by the prescribed minimum down payment or other appropriate fee as described herein.

C. Reservations for an event can be made no more than one (1) year in advance. Lake Geneva YMCA, 203 Wells St, Lake Geneva, WI 53147. 262-248-6211

SECTION 5: RESERVATION INFORMATION

A. A walk through of the facilities must be performed within two (2) days prior to the event.

B. Reservation Deposit shall be paid at the time of application. Tournament Deposit shall be calculated and paid not later than fourteen (14) days prior to the first day of the tournament or event. If the tournament or event is cancelled within fourteen (14) days of the first day of the tournament or event, the tournament deposit less any costs incurred by the Lake Geneva YMCA related to the event, shall be refunded back to the lessee. If the tournament is cancelled during the event for a serious violation of the terms of this field rental agreement, the Tournament Deposit is forfeited.

Upon completion of the tournament or event, the Lake Geneva YMCA shall calculate the final costs based upon the above fee schedule, and refund any amounts due the Lessee in accordance with this agreement.

C. NO ONE IS ALLOWED TO RENT OR RESERVE FIELDS FOR SOMEONE ELSE. IF YOU ARE CAUGHT DOING THIS, YOU WILL LOSE YOUR DEPOSIT AND PERMANENT USE OF THE FIELDS AND FACILITIES.

SECTION 6: RENTAL HOURS

A. Games may begin at 8:00 am, with staff and Lessee preparations beginning no earlier than 7:00 am.

B. There is a 11:00 p.m. curfew on all City-owned ball fields and parks. Any game in process must be called at 11:00 pm. It must not be continued for any reason. The lights must be turned off no later than 11:20 p.m. (This is to allow participants and spectators time to leave the park and allow Lessee time to clean up.)

C. Lessee is responsible to be on site at all times during rental hours. If Lessee cannot be there, a designee should be appointed, and their name(s) should be turned into the Lake Geneva YMCA upon returning the lease agreement and paying all rental fees.

D. Fields used for league play will be on a limited basis and must be approved by the Lake Geneva YMCA Sports Director

SECTION 7: LAKE GENEVA YMCA RENTAL RATES

Non-Refundable Reservation Deposit

\$200.00/tournament or event non-refundable fee for reserving the date or dates of the tournament or event.

Tournament Deposit

\$200.00/tournament site clean-up fee (refundable if the lessee leaves the park as clean after as before the event).

\$20.00/hour security and garbage can emptying fee.

\$40.00/hour City personnel bathrooms cleaning and unforeseen assistance fee (on an as needed basis)

\$100.00/field/day rental fee which includes field preparation between games and striping.

\$20.00/hour ball field lighting fee.

\$105.00/weekend/onsite portable toilet required fee for every 150 participants and spectators (minimum requirement).

\$25.00/day/portable toilet cleaning fee.

\$225.00/weekend for a 12-yard dumpster. Replacing the dumpster with an empty one is at the same rate.

Note: Reservation Deposit shall be paid at the time of application. Tournament Deposit shall be calculated and paid not later than fourteen (14) days prior to the first day of the tournament or event. If the tournament or event is cancelled within fourteen (14) days of the first day of the tournament or event, the tournament deposit less any costs incurred by the Lake Geneva YMCA related to the event, shall be refunded back to the lessee. If the tournament is cancelled during the event for a serious violation of the terms of this field rental agreement, the Tournament Deposit is forfeited.

Upon completion of the tournament or event, the Lake Geneva YMCA shall calculate the final costs based upon the above fee schedule, and refund any amounts due the Lessee in accordance with this agreement.

SECTION 8: CLEANING REQUIREMENTS

Lessee must clean up any and all trash placed anyplace other than within the dumpster or onsite trash containers and remove any equipment within the contract lease period; otherwise, additional fees may be charged or deducted from deposits for the additional time used. Lessee is responsible for cleanup of the facility similar to pre-event condition.

SECTION 9: SETUPS

A. Lake Geneva YMCA staff will unlock and lock facilities before and after event.

B. Fields will be prepared and chalked prior to the event. Lessee can request the Lake Geneva YMCA to maintain the fields in between games. Lessee should request assistance from the Lake Geneva YMCA on field maintenance at the time the rental agreement is executed.

SECTION 10: LIABILITY FOR LESSEE'S PROPERTY

Neither the City of Lake Geneva, the Lake Geneva YMCA, nor its employees shall be liable for any lost, damaged or injury to property of any kind that is shipped or otherwise delivered to or stored in or on the premises. Property shall not be received until Lessee has made proper arrangements for receiving, handling and storage of such materials with the Lake Geneva YMCA management.

SECTION 11: OBSERVANCE OF LAWS AND REGULATIONS

Lessee shall comply with all city, county, state and federal laws, and with regulations pertaining to Veterans Park. Violations by Lessee or its agents or employees may result in cancellation of the lease and/or discontinuation of use of the facility with forfeiture of fees and deposit.

PLEASE ADHERE TO THE FOLLOWING GUIDELINES:

1. DO NOT PLAY ON THE FIELD IF IT IS WET OR MUDDY.
2. REPAIR ANY DAMAGED AREAS AFTER YOUR PLAY HAS ENDED.
3. DO NOT ADD ANY DRYING AGENTS OR UNAUTHORIZED MATERIALS TO THE FIELD FOR ANY REASON.
4. CLEAN UP ANY LITTER LEFT BY PARTICIPANTS AND SPECTATORS, AND TAKE WITH YOU.
5. PROFANITY OF ANY FORM, WHETHER ON T-SHIRTS, OR SPOKEN WILL NOT BE ALLOWED IN THE PARK.
6. NO GAMBLING OF ANY FORM IS ALLOWED. VIOLATORS WILL BE PROSECUTED. RENTERS WILL LOSE THEIR DEPOSIT IF ALLOWED.
7. NO PETS ALLOWED IN THE PARK
8. NO ALCOHOL OR COMSUMPTION OF ALCOHOL IS PERMITTED

SECTION 12: OBJECTIONABLE CONDUCT

Any person at Veterans Park whose conduct is disorderly or disruptive in one or more of the following respects, may be ejected from the premises by the Lake Geneva YMCA staff on duty or any police officer:

- a. Intoxication;
- b. Use of abusive, indecent, profane or vulgar language;
- c. Making offensive gestures or displays;
- d. Abusing or threatening another person in an obviously offensive manner or fighting with another person;
- e. Making unreasonably loud noise;
- d. Vandalism.

Lessee, for the event at which any such ejection occurs, shall hold harmless, indemnify and defend the City, its officers, agents and employees against any claim related to any such ejection. Alcoholic beverages of any type are not permitted in the park under any circumstances, per the City of Lake Geneva Ordinance. Lessee is responsible for the actions of the participants and spectators as it pertains to the presence of alcohol. Lessee is to ask violators to leave the park immediately and call for police assistance to enforce the City Ordinance or violations of any rules listed on this form. Failure to report violators will result in forfeiture of Lessee's deposit and bar Lessee's right to reserve any ball field in the future. (It is suggested that a gate attendant be present at all times to discourage attendants from bringing alcoholic beverages into the park and to report any violators to Lessee and the Lake Geneva Police Department.) The Lake Geneva Police Department will be notified of the date and time that Lessee will be utilizing the ball park. The City of Lake Geneva will press charges against ordinance violators, that the police arrest for drinking and any other violation(s) in the park. Uniformed and non-uniformed police officers will be patrolling inside the park during Lessee's rental times. The Lake Geneva YMCA staff will also be making site inspections to the rented facility to check on any renter agreement violations.

SECTION 13: ABANDONED EQUIPMENT OR ARTICLES

The City of Lake Geneva or the Lake Geneva YMCA shall not be held responsible for property left on the premises. Said articles shall remain on the Veterans Park premises for seven (7) days and then shall be deemed abandoned by Lessee and may be disposed of by the Lake Geneva YMCA. The City assumes no responsibility for losses when such losses are caused by theft or disappearance. Property left on the premises that must be stored may result in the loss of deposit.

SECTION 14: SOLICITATIONS

No Lessee shall solicit or collect donations at Veterans Park without the approval of the Lake Geneva YMCA

SECTION 15: FOOD AND BEVERAGE SERVICE

A. No alcoholic beverage will be allowed in Veterans Park. Full deposits will be forfeited for non-compliance, as well as possible discontinuation of the event.

B. The Lake Geneva YMCA will not allow food and beverage to be sold at Veterans Park. The City of Lake Geneva has a vendor contracted to run the Veterans Park concession stand.

SECTION 16: SALE OF TOURNAMENT SOUVENIRS AND NOVELTIES

A. Lessee may NOT solicit or sell t-shirts, ball caps and other souvenirs to its participants and spectators, unless the lessee is a qualified group and obtains a permit to do so from the City of Lake Geneva.

ABSOLUTELY NO SMOKING IS PERMITTED IN VETERANS PARK. FULL DEPOSIT WILL BE FORFEITED FOR NON-COMPLIANCE IN ACCORDANCE WITH SECTION 7 OF THIS AGREEMENT. PLEASE NOTIFY GUESTS OF THIS REGULATION.



Lake Geneva YMCA/City of Lake Geneva
Veterans Park Field Rental Agreement

Rental Date: _____ Time In: _____ am/pm Time
Out: _____ am/pm

Number attending: _____ Type of
Activity: _____

Lessee: _____

Business
Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Work Phone: _____ Cell
hone: _____

Non-Refundable Reservation Deposit

\$200.00/tournament or event Receipt# _____ Date _____ Staff _____

Tournament Deposit

\$200.00/tournament site clean-up fee (refundable if the lessee leaves the park as clean
after as before the event).

\$20.00/hour security and garbage fee _____ total hours staffed

\$40.00/hour City personnel, as needed _____ total hours if called

\$100.00/field/day rental fee _____ total days

\$20.00/hour ball field lighting fee. _____ total hours of lighting

\$105.00/weekend/onsite portable toilet required fee for every 150 participants and
spectators (minimum requirement). _____ total people in attendance

\$25.00/day/portable toilet cleaning fee. _____ total days X # of portable toilets

\$225.00/weekend for a 12-yard dumpster. If tournament size requires emptying the
dumpster, a new dumpster will be brought in at the same rate.

*Lake Geneva YMCA must receive a copy of the lessee insurance certificate showing both
Lake Geneva YMCA and City of Lake Geneva as additionally insured prior to first day of
tournament or event.*

\$ _____ total due by Date _____ Receipt _____ Date _____ Staff _____

In order for the Lake Geneva YMCA to hold your reservation, payment and this form must be received at least fourteen (14) calendar days prior to the event. Failure to do so will result in loss of reservation. Rental fees must be paid in full fourteen (14) calendar days prior to the event.

I agree to abide by the policies and rules of the City of Lake Geneva. I understand that I am responsible for any damage to City property that may occur during my usage. I understand I should report any problems to the Lake Geneva YMCA.

WARNING: RELEASE OF CLAIMS AND WAIVER OF RIGHTS, READ CAREFULLY BEFORE SIGNING

A. Covenant Not to Sue. Lessee shall never institute any action or suit at law or in equity against the Lake Geneva YMCA or the City of Lake Geneva, individually or in its capacity as Recreation Programmer, its officers, directors, insurers, employees, agents, or assigns, and shall not prosecute or in any way aid in the institution or prosecution of any claim, demand, action, or cause of action for damages, costs, loss of services, property damage, expenses or compensation, attorney fees, or litigation costs for or on account of any damage, loss, or injury, either to person or property, or both, resulting or to result, known or unknown, past, present, or future, arising out of Lessee's use of Veterans Park in the City of Lake Geneva, Walworth County, Wisconsin.

B. Indemnification and Hold Harmless Agreement. Lessee shall indemnify and hold the Lake Geneva YMCA and City of Lake Geneva, individually and in its capacity as Recreation Programmer, its officers, directors, insurers, employees, agents, or assigns, harmless and defend them, and each of them, from and against any and all claims, actions, damages, liability, losses, expenses, attorney fees, litigation costs, or liens, arising out of any negligent act or omission by or on behalf of the Lake Geneva YMCA or City of Lake Geneva, and further arising out of any occurrence causing injury or damage to any persons or property, or resulting from or caused by any negligent acts or omissions of the Lake Geneva YMCA or City of Lake Geneva or out of any negligent acts or omissions of Lessee, its agents and assigns, while exercising any of the rights and privileges granted by this Field Rental Agreement. Lessee agrees to pay all litigation costs and all actual attorney fees incurred by the Lake Geneva YMCA or City of Lake Geneva in connection therewith, and to pay any final judgment entered in an action to which this indemnification agreement applies.

Lessee Signature: _____ Date: _____

Authorized By: _____ Date: _____