



# PIERS, HARBORS & LAKEFRONT COMMITTEE

## WEDNESDAY, OCTOBER 17, 2018 – 5:30PM

### CITY HALL, CONFERENCE ROOM 2A

**Members:** Chairperson Doug Skates, Shari Straube, John Halverson, Rich Hedlund, and Tim Dunn

### **AGENDA**

1. Meeting called to order by Chairman Skates
2. Roll Call
3. Approval of Minutes from September 19, 2018 meetings as prepared and distributed
4. Comments from the public limited to 5 minutes, limited to items on this agenda
5. Harbormaster's Report
6. MSI update on Riviera Restoration Project
  - a. State Historical Society feedback
7. Discussion/Recommendation request for proposals for Piers & Buoys service contract
8. Discussion/Recommendation west-end pier signage, landscaping, & bumpers
9. Discussion/Recommendation regarding placement of kiosk and beach access to east-end of Riviera Beach
10. Discussion/Recommendation regarding notice to negotiate a three year lease for ten buoys with Marina Bay Boat Company
11. Discussion/Recommendation on November meeting being held on Wednesday, November 21, 2018
12. Adjournment

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

10/12/2018 11:00 AM

cc: Aldermen, Mayor, Administrator, Harbormaster, Media

# **PIERS, HARBORS & LAKEFRONT COMMITTEE MINUTES WEDNESDAY, SEPTEMBER 19, 2018 – 5:30PM CITY HALL, CONFERENCE ROOM 2A**

Members: Chairperson Doug Skates, Shari Straube, John Halverson, Rich Hedlund, and Tim Dunn

Meeting called to order by Chairman Skates at 5:30 p.m.

**Roll Call:** Ald. Skates, Straube, Halverson, Hedlund

Absent: Ald. Dunn

Also present: Mayor Hartz and Ald. Flower

## **Approval of Minutes from August 30, 2018 meetings as prepared and distributed**

Motion to approve the August 30, 2018 minutes by Ald. Hedlund, second by Halverson. Motion carried 4-0.

Ald. Dunn arrived at 5:33 pm

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

None

## **Harbormaster's Report**

The Harbormaster is on vacation. Ald. Skates said not a lot of new information to report. Ald. Flower asked if a report on the condition of the piers could be conducted when extracting the piers. Mayor Hartz pointed out that private piers have bumpers on them which helps to prevent damage to the piers. Most issues are on the far west-end of the piers and Mayor suggested maybe placing the bumpers on those piers. Ald. Flower noted damage on east-end long pier, and the gas pier recommending bumpers along with instructions on how boaters are to dock.

## **Discussion/Recommendation regarding funding for Riviera Restoration Project**

Ald. Skates mentioned that three weeks ago they held a meeting at the Riviera with MSI to do a site assessment. Various staff and the City Attorney are researching how to budget for the Riviera in 2019.

Jennifer Guslik, Project Director from MSI and David Otermock presented the evaluation of the historic preservation of the Riviera in order to get approval from the State Historic Preservation group to move forward. Issues and concerns with the roofing were addressed along with gutters and material selection. The MSI representatives would like to look into comparing manufacturers to allow the city to make the best decision on how to move forward. Ideal time to install would be February through March/April (depending on product selected) timeframe based on material and less potential for rain. Snow is actually easier.

Need to consider building envelope for the 2018 budget and what you want to allocate.

Order for repairs would be roof first, tuck pointing, and then windows.

Note: roof is not dependent upon what we do on the interior.

Investigation will happen regarding full use of the building and whether or not a sprinkler system is required. Tuckpointing and concrete repairs (maintenance & safety issues) that can be done without having the interior plans determined. Jennifer suggested these as the primary focus for 2019. MSI said there were no signs of foundation problems present, but would recommend a diving investigation of the foundation & piers completed in 2018. Would need to have the council decide to do a marine study which would cost between \$15K - \$17K

MSI will present a proposed budget for repairs by the end of September, and per Ald. Skates need to find out what SHPO will approve. Attorney Draper pointed out that they need to make sure they comply with the procedures when bidding request for proposals.

Ald. Dunn motioned to adjourn at 6:59 pm, second by Ald. Hedlund. Motion carried 5-0.

**MINUTES ARE NOT OFFICIAL UNTIL APPROVED BY THE PIERS, HARBORS,  
AND LAKEFRONT COMMITTEE.**

9/24/2018

cc: Aldermen, Mayor, Administrator, Harbormaster, Media

**CITY OF LAKE GENEVA  
AGREEMENT  
2016 – 2018 PIERS & BUOYS SERVICE**

This agreement is dated 2-25-2016 by and between the City of Lake Geneva (herein call Owner or City) and Gage Marine Corp. (herein call Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**Scope of Services**

This contract for services is intended to provide for the annual installation, removal and maintenance (excluding painting) for the following City-owned lakefront piers, slips and buoys: Fishing Pier, West Pier with 50 boat slips, 56 buoys located in the waters adjacent to the Library Park shoreline, 4 “in and out” buoys at the launch ramp, 6 swim area buoys and six slow-no wake buoys from Riviera Pier to West Pier, two Swim Piers, and Designated Swimming Area floats (does not include White Shallow water marker for swim area), and Launch Pier.

**Specific Services Required**

Fishing Pier – Contractor shall install and remove the pier and replace all rotted materials. When removed, the pier shall be placed on the beach and the west end of Library Park. The City will pay for all (previously approved) materials. The pier shall be installed by the 20<sup>th</sup> day of open water after the spring thaw and should be removed after October 15<sup>th</sup>.

West End Pier – Contractor shall install and remove the pier and replace all rotted materials. When removed, the pier shall be placed on the beach and the west end of Library Park. The City will pay for all (previously approved) materials. The pier shall be installed by the 20<sup>th</sup> day of open water after the spring thaw and should be removed after October 15<sup>th</sup>.

Dinghy Ramps – The Contractor shall remove and reset the dinghy ramps (6 total) every year.

Buoys – Contractor shall install and remove the 56 city-owned buoys and store them on City property. Installation should be completed by the 15<sup>th</sup> day of open water after the Spring Thaw. The Contractor is responsible for checking the chains and anchors and replacing them whenever necessary throughout Service Contract terms. Replacement of chain, buoy and anchor will be on a time and material basis and will require written approval.

Swim Piers – Contractor shall install and remove the two swim piers and replace rotted parts. The City will pay for all (previously approved) materials. The work shall be completed at least three days prior to Memorial Day. Removal of the piers shall occur after Labor Day and no later than October 15<sup>th</sup>.

Designated Swim Area Floats - Contractor shall install and remove the Designated Swim Area Floats. Installation work shall be completed at least three days prior to Memorial Day. Removal of the floats shall occur after September 15<sup>th</sup> and no later than October 15<sup>th</sup>. The floats will be stored on City property (Does not include white shallow water markers for swim area).

Replacement of any pier components on any of the piers for any reason will be done on a time and material basis and will require written approval before commencement of work.

### **Contract Term**

The term of the Service Contract for services required in this contract shall be for three years, commencing on the 1<sup>st</sup> of January, 2016, or date of the signed contract, whichever is later, and ending on the 31<sup>st</sup> day of December, 2018.

### **Contractual Relationship**

The Contractor agrees that any services rendered on behalf of the City of Lake Geneva shall be as an independent contractor. The contractor and his employees shall not be considered agents or employees of the City of Lake Geneva. No employees of the contractor shall be entitled to any benefits, compensation, unemployment compensation, disability compensation or compensation of any kind whatsoever, except as provided by contractor.

### **Insurance and Hold Harmless**

The Contractor shall provide its own insurance for liability, \$1,000,000 and \$1,000,000 personal injury, and deliver to the City evidence of such coverage during the term of the Service Contract.

The Contractor shall indemnify and hold City harmless for any damage caused by its employees' negligent or intentional acts and whether those acts cause property damage or personal injury.

The Contractor shall provide worker's compensation insurance for all employees or otherwise meet the statutory requirements for a self-insured employer. Contractor shall deliver to the City evidence of such coverage during the Service Contract.

The Contractor agrees to abide by all statutory and administrative rules promulgated by the State of Wisconsin or its subdivision in carrying out the services of the Service Contract, including but not limited to the Wisconsin Department of Natural Resources. Failure to abide by any such rules will be deemed a serious breach of the contract and the City may declare the contract void upon such violation.

## Method of Payment

For Installation/Removal One-half of the annual payment shall be made by the 15<sup>th</sup> day after receipt of invoice for completion of Spring installations, and the balance shall be due by the 15<sup>th</sup> day after all receipt of invoice for completion of Fall removals.

For Maintenance payment shall be made 15<sup>th</sup> day after receipt of invoice for completion of maintenance work.

## Compensation for Services

The Contractor agrees to provide all labor, tools and equipment needed on an annual basis for the work described herein at a cost of:

- I. Installation/Removal:
  - 1) \$34,820 for year 2016
  - 2) \$35,864 for year 2017
  - 3) \$36,940 for year 2018
  
- II. 2016 Maintenance with Repair Parts as follows:
  - West Pier
    - Horses
      - 4 Horses 83' wide 96" Deep
      - 2 Horses 42' Wide 84" deep
      - 2 Horses 42' Wide 96" Deep
      - 5 Horses 107" Wide 96" Deep
      - 1 Horse 107" Wide 84" Deep
    - Stringers
      - 3-6x6x26'
      - 2-6x6x16'
      - 1-6x6x14'
      - 1-6x6x12'
    - Decking
      - 13 Pallets 12 board-2x6x23"
      - 31 Pallets 4 board-2x6x88"
      - 3 Pallets 5 board-2x6x64"
    - Fishing Pier
      - Decking
        - 3 Pallets 3 boards-2x6x112"
        - 2 Pallets 4 boards-2x6x88"
      - Miscellaneous
        - 1 Fishing Stand (rod Holder)
    - Launch Pier
      - Decking
        - 1 Pallet 5 board-2x6x64"

East Swim Pier

Stringers

1-4x6x12' with a 2x2

1-4x6x10' with a 2x2

Decking

2 Pallets 3 boards-2x10x8'

Misc.

2-12' Ladders

48'-2x4 Capping

30'-2x2

West Swim Pier

Horse

1 Horse 107 1/2" Wide 96" Deep

Stringers

1-4x6x14' with a 2x2

1-4x6x20' with a 2x2

Decking

10 Pallets 3boards-2x10x8'

Miscellaneous

48'-2x4 Capping

Total \$20,435.38

The falling additional work is on an advance approval time and material basis:

- 1) Additional 2016 maintenance work
- 2) 2017 annual pier maintenance work
- 3) 2018 annual pier maintenance work
- 4) Beach Fence work
- 5) Ice Rails
- 6) Lagoon Piers
- 7) Gasoline Piers
- 8) Three Main Riviera Piers

Additional Maintenance work for 2016, 2017, and 2018 to replace any pier components on any of the piers for any reason will be done on a time and material basis and will require written approval before commencement of work.

**Miscellaneous**

No assignment by a party hereto of any rights under or interests in the Contract Document will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

This Agreement will become effective February 15, 2016.

In Witness Whereof, Owner and Contractor have signed this Agreement in duplicate.

**Contractor Attest**

GAGE MARINE  
Contractor

W.B. Gage Jr.  
Signature

WILLIAM B. GAGE JR. PRESIDENT  
Name and Title

PO BOX 220 / 1 LICHTY DR. WILLIAMS BAY WI 53191  
Address

**Owner Attest**

City of Lake Geneva

Owner  
James Connors  
Signature

James Connors, Mayor  
Name and Title

626 Geneva Street, Lake Geneva, WI 53147  
Address

Sabrina Waswo  
Signature

Sabrina Waswo, Clerk  
Name and Title

**REQUEST FOR PROPOSALS**  
**FOR**  
**2019 – 2021 CITY OF LAKE GENEVA**  
**PIERS & BUOYS SERVICE**

**Notice to Bidders**

The City of Lake Geneva is soliciting sealed bid proposals until Thursday, November 15th, at 10:15 a.m. to annually install, remove and maintain the City of Lake Geneva's Piers and Buoys. For additional information contact the director of Public Works, Tom Earle, at [tearle@cityoflakegeneva.com](mailto:tearle@cityoflakegeneva.com) or 262-248-6644. Bids must be sealed and submitted on the attached bid form and returned clearly marked with date and time of opening. The City reserves the right to reject any or all bids and to accept any bid considered most advantageous to the City of Lake Geneva. Bids must be dated and signed. No fax bids will be considered.

The City of Lake Geneva is exempt from Federal Excise Tax and State Sales Tax; therefore, proposals should be made exclusive of these taxes. A Tax Exemption Certificate and/or Tax Exemption Registry Number will be furnished to the successful vendor.

The City of Lake Geneva is the riparian owner of certain lake shoreline property within the City limits of the City of Lake Geneva. The City provides piers, slips and buoys to the citizenry and residents of the City. In order to provide care, maintenance and general upkeep, including the annual installation and removal of said piers, slips and buoys, the City is requesting proposals for these services.

**Scope of Services**

This contract for services is intended to provide for the annual installation, removal and maintenance (excluding painting) for the following City-owned lakefront piers, slips and buoys: Fishing Pier, West Pier with 50 boat slips, 56 buoys located in the waters adjacent to the Library Park shoreline, 4 "in and out" buoys at the launch ramp, 6 swim area buoys and six slow-no wake buoys from Riviera Pier to West Pier, two Swim Piers, and Designated Swimming Area floats (does not include White Shallow water marker for swim area), and Launch Pier.

### **Specific Services Required**

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Dinghy Ramps – The Contractor shall remove and reset the dinghy ramps (6 total) every year.

Buoys – Contractor shall install and remove the 77 city-owned buoys and store them on City property. Installation should be completed by the 15<sup>th</sup> day of open water after the Spring Thaw. The Contractor is responsible for checking the chains and anchors and replacing them whenever necessary throughout Service Contract terms. Replacement of chain, buoy and anchor will be on a time and material basis and will require prior written approval unless requested on an emergency basis.

Swim Piers – Contractor shall install and remove the two swim piers and replace rotted parts. The City will pay for all materials. Replacement and repair of damaged pier components will require a quote and prior written approval before work commences unless work is required on an emergency basis. The work shall be completed at least three days prior to Memorial Day. Removal of the piers shall occur after Labor Day and no later than October 15<sup>th</sup>.

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Replacement of any pier components on any of the piers for any reason will be done on a time and material basis and will require prior written approval before commencement of work.

### **Contract Term**

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### **Contractual Relationship**

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### **Insurance and Hold Harmless**

The Contractor shall provide its own insurance in the amount of \$1,000,000 single limit for liability and property damage, and deliver to the City a certificate of insurance evidencing coverage during the term of the Service Contract and naming the City of Lake Geneva as an additional insured.

The Contractor shall indemnify and hold City harmless for any damage caused by its employees' negligent or intentional acts and whether those acts cause property damage or personal injury.

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### **Method of Payment**

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**BID PROPOSAL**  
**2016 – 2018 CITY OF LAKE GENEVA**  
**PIERS & BUOYS SERVICE**

Compensation for Services

Contractor: \_\_\_\_\_

The Contractor agrees to provide all labor, tools and equipment needed on an annual basis for the work described herein at a cost of:

I. Installation/Removal:

- 1) \$\_\_\_\_ per hour for year 2019
- 2) \$\_\_\_\_ per hour for year 2020
- 3) \$ \_\_\_\_ per hour for year 2021

II. Maintenance cost per item with Repair Parts as follows:

	<u>2019</u>	<u>2020</u>	<u>2021</u>
West Pier			
Horses			
4 Horses 83' wide 96" Deep			
2 Horses 42' Wide 84" deep			
2 Horses 42' Wide 96" Deep			
5 Horses 107" Wide 96" Deep			
1 Horse 107" Wide 84" Deep			
Stringers			
3-6x6x26'			
2-6x6x16'			
1-6x6x14'			
1-6x6x12'			
Decking			
13 Pallets 12 board-2x6x23"			
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Decking			
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2019 2020 2021

Miscellaneous  
1 Fishing Stand (rod Holder)

Launch Pier  
Decking  
1 Pallet 5 board-2x6x64"

East Swim Pier  
Stringers  
1-4x6x12' with a 2x2  
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2-12' Ladders  
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30'-2x2

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10 Pallets 3boards-2x10x8'  
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48'-2x4 Capping

Total \$

Additional Maintenance work for 2019, 2020, and 2021 to replace any pier components on any of the piers for any reason will be done on a time and material basis as per the labor cost bid and will require written approval by the Director of Public Works before commencement of work.

III. Attest:

Date: \_\_\_\_\_

I hereby certify that all statements herein are made on behalf of

\_\_\_\_\_  
(Name of Corporation, Partnership, or Person submitting bid)

and that I have examined and carefully prepared this Proposal from the specifications and that I have full authority to make such statements and submit this Proposal.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

Respectfully submitted,

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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**BID PROPOSAL  
2016 – 2018 CITY OF LAKE GENEVA  
PIERS & BUOYS SERVICE**

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<b>Fishing Pier</b>			
<b>Decking</b>			
3 Pallets	3 boards-2x6x112"		
2 Pallets	4 boards-2x6x88"		

2019 2020 2021

Miscellaneous

1 Fishing Stand (rod Holder)

Launch Pier

Decking

1 Pallet 5 board-2x6x64"

East Swim Pier

Stringers

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Misc.

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Horse

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10 Pallets 3boards-2x10x8'

Miscellaneous

48'-2x4 Capping

Total \$

Additional Maintenance work for 2019, 2020, and 2021 to replace any pier components on any of the piers for any reason will be done on a time and material basis as per the labor cost bid and will require written approval by the Director of Public Works before commencement of work.

III. Attest:

Date: \_\_\_\_\_

I hereby certify that all statements herein are made on behalf of

\_\_\_\_\_  
(Name of Corporation, Partnership, or Person submitting bid)

and that I have examined and carefully prepared this Proposal from the specifications and that I have full authority to make such statements and submit this Proposal.

Signature \_\_\_\_\_

Title \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

Respectfully submitted,

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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300 WRIGLEY DRIVE  
P.O. BOX 51  
LAKE GENEVA, WI 53147



(262) 248-4477  
FAX (262) 245-0492  
WWW.LAKEGENEVABOATS.COM

**MARINA BAY BOAT COMPANY**  
RENTALS & STORAGE

October 8, 2018

City of Lake Geneva

Attention: Doug Skates – Piers & Harbor Chairperson

Chuck Gray – Harbor Master

Lana Kropf – City Clerk

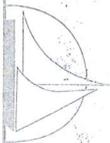
This is our letter of intent to negotiate a new three (3) year lease of all ten (10) buoys.

The term of this lease is for 2019, 2020, 2021. Each season commencing April 15<sup>th</sup> and ending November 15<sup>th</sup>.

Sincerely,

Terry and Pamela Johnson

Marina Bay Boat Rentals



MARINA BAY BOAT COMPANY  
RENTALS & STORAGE

300 WRIGLEY DRIVE  
P.O. Box 51  
LAKE GENEVA, WI 53147

RECEIVED  
OCT 11 2018

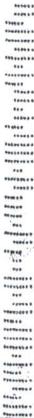
7017 1070 0000 2417 6700



LAKE GENEVA WI 53147

City of Lake Geneva  
Attention: Doug Skates  
626 Geneva St.  
Lake Geneva, WI 53147

53147-191426



1000



53147

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