



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

**PIERS, HARBORS, AND LAKEFRONT COMMITTEE
WEDNESDAY, JULY 15, 2020 5:30 PM
CITY HALL, COUNCIL CHAMBERS**

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

THE CITY OF LAKE GENEVA IS HOLDING ALL MEETINGS VIRTUALLY AS WELL AS IN PERSON TO HELP PROTECT OUR COMMUNITY FROM THE CORONAVIRUS (COVID-19) PANDEMIC. IN-PERSON ATTENDANCE WILL BE LIMITED TO NO MORE THAN 13 PEOPLE, ON A FIRST COME FIRST SERVED BASIS. IF YOU WISH TO LISTEN OR WATCH THE MEETING YOU MAY DO SO BY USING THE FOLLOWING:

1. Livestream at the City of Lake Geneva Vimeo Channel found here www.vimeo.com/lakegeneva
2. Television: Watch live broadcast of the meeting on Spectrum Cable Channel 25
3. Listen to audio via phone: (602) 333-2017 (Long distance rates may apply) (888) 204-5987 (Toll Free) **Access Code:** 9746153
4. You can provide public comment on agenda items by appearing in person or by emailing your comments to the Clerk at cityclerk@cityoflakegeneva.com or you may deliver your written comments to the City of Lake Geneva City Hall, 626 Geneva Street, Lake Geneva, WI 53147. All written comments must be provided to the Clerk by 4:30 P.M. on the date of the meeting. All written comments will be read aloud during the agenda item when public comments are allowed during the meeting.

AGENDA

1. Meeting called to order by Chairman Yunker
2. Roll Call
3. Approval of Minutes from June 17, 2020 meeting as prepared and distributed
4. Comments from the public limited to 5 minutes, limited to items on this agenda
5. Harbormaster's Report
6. Discussion/ Possible Recommendation regarding extension and potential addendums to the Pier Lease with Gage Marine
7. Discussion/Recommendation regarding the Commercial Buoy Lease Agreement with Terry Johnson d/b/a Marina Bay Boat Rental

8. Discussion/Recommendation regarding the Commercial Buoy Lease Agreement with Lake Geneva Boat Line
9. Discussion/Recommendation regarding potential installment of gate at West End Pier
10. Discussion/Possible Recommendation regarding replacing Beach Pass Kiosks
11. Adjournment

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

cc: Aldermen, Mayor, Administrator, Harbormaster, Media

**PIERS, HARBORS & LAKEFRONT COMMITTEE MINUTES
WEDNESDAY, JUNE 17, 2020– 5:30PM
CITY HALL / VIRTUAL MEETING VIA ZOOM**

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

Meeting called to order:

Meeting called to order by Chairman Yunker at 5:38 pm

Roll Call: Chairperson Joan Yunker, Tim Dunn, Rich Hedlund, Ken Howell and Shari Straube.

Approval of Minutes: Dunn so moved to approve the minutes of May 20, 2020, Hedlund seconded. Motion carried 5-0

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

City Administrator Nord acknowledged and read public comments from:

Buzz and Cindy Yager, 1284 Edgewood Drive, Lake Geneva, expressing their concerns over security and vandalism at the West End Pier and need for a gate to limit access.

John Walker, Lake Geneva, expressing his concern over security and vandalism at the West End Pier and the need for a gate to limit access.

Sol Kaniuk expressing his desire to be allowed to place advertisements / displays outside his shop on the first floor of the Riviera building.

Kent Martzke, Lake Geneva Boat Line, requested that the committee discuss the renewal of his commercial buoy and slip lease at the next Piers Committee meeting.

Therese Poetzinger and Michael McHale expressing their concern over the behavior of another tenant on the first floor of the Riviera building and asking that the city intervene in what products that particular tenant is selling.

Harbormaster's Report

Harbormaster Linda Frame reported:

All city owned piers have been installed and painted.

The municipal boat launch is exceptionally busy.

The beach in June of this year is twice as busy as previous years.

There have been several new hires for the beach, but several positions remain unfilled

**PIERS, HARBORS & LAKEFRONT COMMITTEE MINUTES
WEDNESDAY, JUNE 17, 2020– 5:30PM
CITY HALL / VIRTUAL MEETING VIA ZOOM**

Discussion / Possible Recommendation regarding extension and potential addendums to the Pier Lease with Gage Marine.

Yunker so moved to continue this topic to the July Piers Committee meeting. Hedlund seconded. Motion carried 5-0.

Discussion / Possible Recommendation regarding the Commercial Buoy Lease Agreement with Terry Johnson d/b/a Marina Bay Boat Rental for the term of 2021-2023.

General discussion was held concerning the proposed lease as well as two issues that needed further discussion as the next meeting; (1) use of fueling vehicles for the business that obstruct individuals attempting to use the municipal beach launch and (2) discussion concerning the payment of in / out fees for Marina Bay's boats for the season. The City Administrator will attempt to secure additional information on the two outstanding topics. Hedlund so moved to continue this topic to the July Piers meeting. Straube seconded. Motion carried 5-0

Discussion / Recommendation regarding potential installment of gate as West End Pier.

General discussion was held on this topic. The Harbormaster stated her experiences dealing with individuals on the West End Pier. After further discussion by the committee, the City Attorney will be asked to provide a report on the issues related to gating this pier. Howell so moved to continue this discussion at the July Piers Committee meeting, Dunn seconded. Motion carried 5-0.

Discussion/ Possible Recommendation regarding Riviera Tenant allowable business uses and displays. City Administrator Nord reported to the committee that currently there is nothing within the signed leases that grants the city the right to restrict what is permitted to be sold in the Riviera, first floor, storefronts. Tenant issues with other tenants selling similar items is not addressed in the leases. Nord further reported that there is nothing in the signed leases for the first floor Riviera storefronts that allows businesses to install signs, banners, displays, etc. outside of the confines of their leased space. After general discussion by members of the Piers Committee, it was decided no action needs to be taken.

Discussion/ Possible Recommendation regarding YMCA request to purchase season beach passes from the City.

Ann Fulmer from the YMCA addressed the committee to purchase or seek a donation of 40 season beach passes for their Summer Camp program. Fulmer stated there were a total of forty (40) children in the program. They would be used one day a week with 20 children in the morning (9:30 – 12:30) and 20 children in the afternoon (12:30 – 3:30)

**PIERS, HARBORS & LAKEFRONT COMMITTEE MINUTES
WEDNESDAY, JUNE 17, 2020– 5:30PM
CITY HALL / VIRTUAL MEETING VIA ZOOM**

After additional discussion by the Committee and Fulmer; it was agreed that the weekly trips to beach would occur on Tuesdays. After further discussion, Howell so moved to all the YMCA to purchase forty (40) season beach passes at \$3.00 each for the YMCA'S summer camp program and to be used on Tuesdays (weather permitting) with 20 participants (and chaperones) in the morning and 20 participants (which chaperones) in the afternoon as discussed earlier. Straube seconded. Motion carried 5-0.

Adjournment

Hedlund so moved to adjourn at 6:51 pm. Howell seconded the motion. Motion carried 5-0.

**Amendment
T o
Pier Lease / License Agreement/ Addendum A to Lease/License
Agreements
(Gage Marine, Inc., / City of Lake Geneva, Wisc.)**

This Amendment is made on this ____ day of April, 2020, by and between Gage Marine, Inc. (herein, the "Company") and the City of Lake Geneva Wisconsin, Inc. (herein, the "City") to the Pier Lease dated April 11th, 2000, the License Agreement dated April 11th 2000, and Addendum A to Lease/License Agreements (Gage Marine, Inc./City of Lake Geneva, Wisc.) dated March 25th, 2002.

WHEREAS, Company and City entered into a Pier Lease dated April 11th, 2000 and a License Agreement also dated April 11th, 2000, and

WHEREAS, the above referenced Pier Lease and License Agreement were modified by Addendum A to Lease/ License Agreements (Gage Marine, Inc., / City of Lake Geneva, Wisc.) dated March 25th, 2002, and further modified my Amendment dated April 10th, 2012

WHEREAS, Company and City desire to further modify the Pier Lease, License Agreement, and Addendum A to Lease / License Agreements (Gage Marine, Inc., / City of Lake Geneva, Wisc.)

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Section 1 of Addendum A to Lease/License Agreements and Section 9 of the Lease Agreement described above shall be modified to state: Rental payment for Piers No. 1 and No. 2 for the entire term of this lease (years 2000 through 2010) and the renewal term or terms shall be in the total amount of \$20,000 per year. The Company shall have the option to renew this Lease for the years 2011 thru 2016, the years 2017 thru 2022, the years 2023 thru November 15, 2028, the years 2029 thru November 15, 2034, the years 2035 thru November 15, 2040, **the years 2041 thru November 15, 2046 and the years 2047 through November 15, 2052**. The Company shall notify the City of its intention to exercise this option no later than 90 days prior to the expiration of the original term of this Lease or upon the expiration of the term of any renewed Lease.

2. Section 2 of Addendum A To Lease/License Agreements and Section 2 of the *License Agreement* described above shall be modified to state: Term. The tenn of this License Agreement shall be from April 1, 2000 through November 15,2010 and the term of this License Agreement shall be automatically renewed and extended consistent with any renewal or extension of the Company's Pier Lease with the City dated on or about even date herewith (the "Pier Lease"). The Company shall have the option to renew this License

Agreement for the years 2011 through 2016, the years 2017 thru 2022, for the years 2023 through 2028, for the years 2029 through 2034, for the years 2035 through 2040, for the years 2041 thru 2046 and for the years 2047 through 2052. The Company shall notify the City of its intention to exercise their option no later than 90 days prior to the termination of the original term of this license or upon the expiration of the term of any renewed License. Any renewal or extension of the Pier Lease shall also be a like renewal and extension of this License Agreement. Similarly, any termination of the Pier Lease shall also be a termination of this License Agreement and vice versa.

3. Section 3 of Addendum A to Lease/License Agreements and Section 3 of the *License Agreement* shall be modified to state: License Fee. The yearly license fee payable by the Company to the City for the calendar years 2000 through 2005 shall be \$80,000 per year, which shall be payable in two (2) installments of one-half ($\frac{1}{2}$) each with the first due on July 15 of each calendar year and the second installment due on August 15 of each calendar year. The yearly license fee payable by the Company to the City for the calendar years 2006 through 2010 shall be \$85,000 per year, payable in the same two installments. If the Company exercises its option to renew this License Agreement, then the yearly license fee payable by the Company to the City for the calendar years 2011 through 2016 shall be \$90,000, for the calendar years 2017 through 2022 shall be \$95,000, for the years 2023 through November 15, 2028 shall be \$100,000, for the years 2029 through November 15, 2034 shall be \$110,000, for the years 2035 through November 15, 2040 shall be \$120,000, for the years 2041 through November 15, 2046 shall be \$130,000, and for the years 2047 through November 15, 2052 shall be \$140,000, all payable in the same two installments as set forth above

4. Section 1 c. of the Pier Lease dated the 11th day of April, 2000 is hereby noted to read in sentence 4: “ Company may construct and maintain sales and administrative structures on the shore end of either the Center Pier or the West Pier and shall secure City approval in advance of additions, reductions or other changes to said structure(s).” .

5. All other terms of the Pier Lease, License Agreement, Addendum A to Lease/License Agreements (all previously described above) not inconsistent with provisions of this amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY OF LAKE GENEVA has caused this indenture to be executed by the Mayor of the CITY OF LAKE GENEVA, countersigned by the City Clerk, and sealed with its corporate seal, and GAGE MARINE CORPORATION has caused this indenture To be signed by its President, countersigned by its Secretary, and sealed with its corporate seal, and all parties represent that each of the' signers have full authority to execute the same.

COMMERCIAL BUOY LEASE AGREEMENT

THIS AGREEMENT made this _____ day of June, 2020, by and between the CITY OF LAKE GENEVA, a municipal corporation, party of the first part, Lessor, hereinafter called the City, and TERRY JOHNSON, d/b/a MARINA BAY BOAT RENTAL, party of the second part, hereinafter called the Lessee.

1. That the City does hereby lease and let to Lessee, under all the terms and conditions hereinafter set forth, the following described area and facilities of the waterfront of Lake Geneva:

An area of Geneva Lake located east of the Riviera and south of Flat Iron Park sufficient for the location of ten (10) mooring buoys (see buoy location drawing attached hereto). Said area includes the surface, below the surface, the bed of the lake and the air space above the surface of the lake, and

2. It is expressly understood and agreed that Lessee shall have the exclusive right to use the above described areas and facilities for its own use or for rental to the public. Said use shall be in furtherance of the business conducted by the Lessee.
3. Lessee shall conduct his business using the above described areas and facilities in an orderly manner. Lessee shall not unreasonably disturb the general public or adjacent owners or tenants.
4. Lessee shall keep the areas and facilities leased in a neat and presentable condition at all times.
5. The term of this lease is for three seasons, (2021, 2022, 2023), each season commencing April 15th and ending November 15th. Either Lessor or Lessee may notify the other of its intention to negotiate a new lease of all the subject buoys, no later than August 15, 2023 provided the lease has not been terminated as provided herein. If Lessee fails to notify Lessor of its intention to negotiate for a new lease on or before August 15, 2023, Lessor may negotiate with any other person or entity for a lease of the subject buoys or Lessor may elect not to lease the subject buoys or any portion of them for any future period or periods. If Lessee and Lessor notify each other of an interest in re-negotiating a new lease for some or all of the subject buoys, such negotiations shall be completed on or before November 15, 2023, or all rights to negotiate shall be null and void.
6. Lessee shall pay as annual rent for each buoy the rates paid by Non Resident Property Owners for buoys at the West End Pier as amended from time to time for the term of the lease. Annual lease amounts shall be paid in two equal installments, the first installment to be paid on or before July 15th and the second installment to be paid on or before August 15th, of each year. All such payments shall be made to the City of Lake Geneva.
7. The said Lessee shall provide public liability insurance in the aggregate amount of One Million and no/100 (\$1,000,000.00) Dollars covering the event of death or injury to one (1) or more persons and the Lessee shall furnish a Certificate of Insurance coverage to the City Clerk of the CITY OF LAKE GENEVA within 10 days of the execution of this

lease. Said Certificate of Insurance shall reflect the City of Lake Geneva as an additional insured and that the City shall be notified thirty (30) days prior to the expiration, termination, or cancellation of the insurance coverage.

8. It is understood and agreed that if the said Lessee shall default in any of the covenants and agreements herein contained or shall fail to operate and use the premises for the purposes defined herein or shall in any way fail to meet the demands of the public in the operation of the business herein referred to, or shall fail to pay the rent when due, then said Lessee shall forfeit all rights, title, and interest in the premises hereby leased and every part thereof, and the lease shall be terminated.
9. It is further provided that 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. Lessee shall not be permitted to sublease any of the buoys leased hereunder.
10. Lessee shall be responsible for installing and maintaining all anchors, buoys, chains, and other tackle required for the mooring buoys.
11. City shall have the right to direct the location of anchors, the scope of the mooring chain, the type of buoy, and the length of mooring line between the boat and buoy. The City may also limit the size of boat to be moored if said boat is excessive in size and creates a danger for other boats moored in the area. Lessee shall comply with City directives under this paragraph within 10 days of notice. Failure to comply on the part of the Lessee shall constitute a breach of contract.
12. Lessee agrees to hold City harmless for and from any and all claims arising from Lessee's use of the commercial buoys under this agreement which indemnity shall include all cost and reasonable attorney's fees incurred by the City in defending or bringing any such claim.
13. Any requirement in this lease for approvals shall be deemed to require written approval from the appropriate party to the lease. Said approvals shall be signed by the officer or authorized agents or employees of the appropriate party to the lease.
14. The undersigned covenant and agree that they have been duly authorized to execute this agreement and authorized to bind the respective parties to this agreement.
15. This agreement shall be interpreted according to the laws of the State of Wisconsin and venue for any actions under this agreement shall be in Walworth County, Wisconsin.
16. Lessee shall pay all applicable City rates for launching and removal of the boats moored at Lessee's pier or buoys or moored on the buoys leased hereunder.

IN WITNESS WHEREOF, the CITY OF LAKE GENEVA has caused this indenture to be executed by its Mayor, countersigned by the City Clerk and sealed with its corporate seal, and the Lessee, TERRY JOHNSON, d/b/a MARINA BAY BOAT RENTAL, has set its hand and seal, and both parties represent that each of the signers has full authority to execute the same.

LESSEE:

CITY OF LAKE GENEVA

TERRY JOHNSON, d/b/a
MARINA BAY BOAT RENTAL

TOM HARTZ, MAYOR

LANA KROPF, CITY CLERK

COMMERCIAL BUOY AND BOAT SLIP LEASE AGREEMENT

THIS AGREEMENT made this 14th day of January, 2019, by and between the CITY OF LAKE GENEVA, a municipal corporation, party of the first part, Lessor, hereinafter called the City, and LAKE GENEVA BOAT LINE, INC., party of the second part, hereinafter called the Lessee.

1. That the City does hereby lease and let to Lessee, under all the terms and conditions hereinafter set forth, the following described area and facilities of the waterfront of Lake Geneva:

An area of Geneva Lake located east of the Riviera and south of Flat Iron Park sufficient for the location of ten (10) mooring buoys (see buoy location drawing attached hereto) and four (4) boat slips. Said area includes the surface, below the surface, the bed of the lake and the air space above the surface of the lake, and

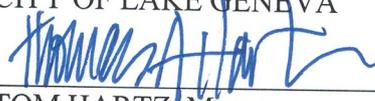
2. It is expressly understood and agreed that Lessee shall have the exclusive right to use the above described areas and facilities for its own use or for rental to the public. Said use shall be in furtherance of the business conducted by the Lessee.
3. Lessee shall conduct his business using the above described areas and facilities in an orderly manner. Lessee shall not unreasonably disturb the general public or adjacent owners or tenants.
4. Lessee shall keep the areas and facilities leased in a neat and presentable condition at all times.
5. The term of this lease is for two seasons, (2019 and 2020), each season commencing April 15th and ending November 15th. Either Lessor or Lessee may notify the other of its intention to negotiate a new lease of all the subject buoys, no later than August 15, 2019 provided the lease has not been terminated as provided herein. If Lessee fails to notify Lessor of its intention to negotiate for a new lease on or before August 15, 2019, Lessor may negotiate with any other person or entity for a lease of the subject buoys or Lessor may elect not to lease the subject buoys or any portion of them for any future period or periods. If Lessee and Lessor notify each other of an interest in re-negotiating a new lease for some or all of the subject buoys and slips, such negotiations shall be completed on or before November 15, 2019, or all rights to negotiate shall be null and void.
6. Lessee shall pay as annual rent for the term of the lease for the mooring buoys leased the sum of Twenty Five Thousand Three Hundred Thirty Seven and 55/100 (\$25,337.55) Dollars in 2019. The rate for 2020 shall be adjusted based upon the Consumer Price Index as of January 1st, 2020 as published by the Wisconsin Employment Relations Commission. Annual lease amounts may be paid in two equal installments, the first installment to be paid on or before July 15th and the second installment to be paid on or before August 15th, of each year. All such payments shall be made to the City of Lake Geneva.

7. The said Lessee shall provide public liability insurance in the aggregate amount of One Million and no/100 (\$1,000,000.00) Dollars covering the event of death or injury to one (1) or more persons and the Lessee shall furnish a Certificate of Insurance coverage to the City Clerk of the CITY OF LAKE GENEVA within 10 days of the execution of this lease. Said Certificate of Insurance shall reflect the City of Lake Geneva as an additional insured and that the City shall be notified thirty (30) days prior to the expiration, termination, or cancellation of the insurance coverage.
8. It is understood and agreed that if the said Lessee shall default in any of the covenants and agreements herein contained or shall fail to operate and use the premises for the purposes defined herein or shall in any way fail to meet the demands of the public in the operation of the business herein referred to, or shall fail to pay the rent when due, then said Lessee shall forfeit all rights, title, and interest in the premises hereby leased and every part thereof, and the lease shall be terminated.
9. It is further provided that 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.
10. Lessee shall be responsible for installing and maintaining all anchors, buoys, chains, and other tackle required for the mooring buoys.
11. City shall have the right to direct the location of anchors, the scope of the mooring chain, the type of buoy, and the length of mooring line between the boat and buoy. The City may also limit the size of boat to be moored if said boat is excessive in size and creates a danger for other boats moored in the area. Lessee shall comply with City directives under this paragraph within 10 days of notice. Failure to comply on the part of the Lessee shall constitute a breach of contract.
12. Lessee agrees to hold City harmless from any and all claims arising from Lessee's use of the commercial buoys under this agreement which indemnity shall include all costs and reasonable attorney's fees incurred by the City in defending any such claims
13. Any requirement in this lease for approvals shall be deemed to require written approval from the appropriate party to the lease. Said approvals shall be signed by the officer or authorized agents or employees of the appropriate party to the lease.
14. The undersigned covenant and agree that they have been duly authorized to execute this agreement and authorized to bind the respective parties to this agreement.
15. This agreement shall be interpreted according to the laws of the State of Wisconsin and venue for any actions under this agreement shall be in Walworth County, Wisconsin.

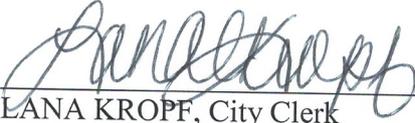
IN WITNESS WHEREOF, the CITY OF LAKE GENEVA has caused this indenture to be executed by its Mayor, countersigned by the City Clerk and sealed with its corporate seal, and the Lessee, LAKE GENEVA BOAT LINE, INC. has set its hand and seal, and both parties represent that each of the signers has full authority to execute the same.

LESSEE:


LAKE GENEVA BOAT LINE, INC.

CITY OF LAKE GENEVA


TOM HARTZ, Mayor



LANA KROPF, City Clerk