



**PIERS, HARBORS & LAKEFRONT COMMITTEE
WEDNESDAY, MARCH 18, 2020 – 5:30PM
LAKE GENEVA CITY HALL, COUNCIL CHAMBERS**

AGENDA

1. Meeting called to order by Chairman Skates
2. Roll Call
3. Approval of Minutes from February 19, 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
 - a. Discussion/recommendation regarding possible use of Viple beach pass app. For the Riviera Beach
6. MSI Update related to the Riviera project
 - a. State Historic Preservation Office Update
 - b. Riviera Fund Raising Options (The Sweeney Group)
 - c. 2020 Riviera project Update
7. 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, FEBRUARY 19, 2020– 5:30PM
CITY HALL, CONFERENCE ROOM 2A (UPPER LEVEL)**

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

Meeting called to order:

Meeting called to order by Chairman Skates at 5:36 pm

Roll Call: Chairperson Doug Skates, Rich Hedlund, Shari Straube and Tim Dunn.

Absent: Rich Hedlund

Approval of Minutes: Dunn so moved to approve the minutes of January 15, 2020, Skates seconded. Motion carried 3-0

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

Kent Martzke, owner of Lake Geneva Boat Line addressed the committee to express his interest in amending his lease to run for three to five years. He also asked that the committee consider modifying the lease so that all of the boat slips within the contract are on the north side of the pier.

Martzke also expressed his interest in making sure that MSI's reconfiguration of the first floor of the Riviera allows him to keep his office space as outlined in his current contract with the city.

Charlene Klein 815 Wisconsin Street, conveyed the objection from the City's Historic Preservation Commission to the possible loss of State and National historic designation for the Riviera building as a result of the remodeling project. She also recommended the committee undertake a cost / benefit analysis for an off-season marketplace inside the Riviera.

Harbormaster's Report

Harbormaster Linda Frame reported her staff and the GLEA will work jointly on the recently awarded grant for the "Clean Boats, Clean Water" initiative during the 2020 season.

The annual mailing of letters to current renters of slips, buoys and kayaks have been sent out.

She and members of the Public Works Department will be reviewing a list of proposed repairs to the city owned piers.

Frame also reported that Badger High School is looking for the donation of four beach tickets to raffle off at a charity function. Chairman Skates volunteered to donate the tickets to the high school personally.

Alderman Straube joined the meeting at 5:38pm

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MSI Update related to the Riviera project

State Historic Preservation Office Update

Adam Wolfe (MSI) reported that an official response from SHPO has not been received and SHPO is requesting more information concerning the project before issuing a decision. Wolfe noted that the city's Beautification Committee is looking at new / additional exterior lighting for the Riviera building.

Riviera Fund Raising Options

Adam Wolfe stated that Jody Sweeney will be at next month's meeting to discuss this topic with the committee.

2020 Riviera project Update

Wolfe stated that this past Monday was the first job site meeting with all the trades involved in the project. The Riviera building exterior has been tented and heated. Some of the new roof tiles have arrived. It was also reported that additional bricks are being secured for the project.

Wolfe reported that, so far, the roof under structure looks good and was not made of plywood as initially thought.

Update on 1st floor plans for the Riviera building

Dave Luterbach (MSI) distributed a summary of "Change Requests" and a Summary of "Contingency" from January 1, 2020 – February 19, 2020 and went over the two reports with the committee members. The Committee asked that MSI provide a more specific breakdown for those two reports.

Luterbach reported that there is some damage to the brick on the chimney. The additional bricks have been ordered and will be covered by contingency. Luterbach also reported that the upper clear story windows are in good shape.

Discussion regarding market at the Riviera during off season

It was the consensus of the committee that this topic be held over until next month for more discussion.

Discussion regarding expanding monitoring of City's Boat Launch; including possible hiring of additional staff and/or installation of surveillance cameras

General discussion was held among members of the committee. It was consensus of the committee members that Jeff Miskie (City's I.T. consultant) provide a general memo on this top at next month's meeting. Miskie is further requested to focus on camera technology for monitoring the city's boat launch. It was also requested that Miskie provide information concerning the city's current security camera(s) at the west pier. Miskie was asked to consult

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with the Police Department, the Harbormaster and the local DNR representative to discuss this topic and generate the memo for the March meeting.

Discussion/recommendation regarding grant funds for additional Lakefront staff from GLEA

It was the consensus of the committee to hold over this topic until the next (March, 2020) meeting.

Discussion / Recommendation regarding extension and amendment to Commercial buoy and slip leases with Gage Marine and Lake Geneva Boat Line

General discussion was held among the committee members and Kent Martzke (Lake Geneva Boat Line) concerning revisions to his existing lease. Numerous points were covered. At the end of the discussion Doug Skates so moved the committee recommend approving the following with Lake Geneva Boat Line:

- Current contract expiration will remain through 2024
- 4 slips currently provided to LGBL will be moved to the north side of the gas pier (currently only two are on the north and two are on the south)
- The City will offer to add three (3) additional slips on the north side of the gas pier
- LGBL will be charged the “Non-resident, west end pier, 26’ slip rate” that is currently on the books (and will “mirror” as that rate is adjusted from year to year)
- The City will take back the seven slips on the north side the south side of the gas pier.

It was noted that these recommendations would be forward to the FLR Committee once the City Attorney has reviewed the points and provides feedback to FLR and the City Council. John Halverson seconded the motion. Motion passed 4-0.

Straube so moved to adjourn at 6:52 pm. John Halverson seconded the motion. Motion carried 4-0.

City of Lake Geneva Vendor Agreement

Authorized Contacts:

Business/Vendor Authorized Representative	
Business Name/Tax ID Number:	Viply LLC., 47-2017040
Representative's Name:	John Masterson
Representative's Title:	President
Billing Address:	P.O. Box 153 Manasquan, NJ 08736
Telephone:	732-800-1771
Email Address:	john@viplypass.com

1. Authority

The purpose of these procedures is to authorize and establish conditions between the City of Lake Geneva ("City") and Viply ("Organization") to conduct a pilot of electronic (digital) sales of City of Lake Geneva Recreation and or Daily Beach Passes (hereafter referred to as "Pass(es)").

These electronic Passes will allow the visitor/customer/consumer ("User") to purchase a Pass via a mobile device such as a smart phone or tablet. CITY OF LAKE GENEVA staff will be able to verify electronic pass validity by looking at user's smart phone or tablet. Throughout the life of this Agreement, Organization will deliver data to CITY OF LAKE GENEVA so that it may independently determine Pass use by User for Passes purchased during the term of this Agreement.

The Terms, Conditions, and Responsibilities of each party to these procedures are included in this agreement.

These procedures are executed as of the date of the last signature, unless terminated by either party pursuant to the Modification and Termination Clause in this agreement. This Agreement may be automatically renewed for additional one-year periods, unless either party gives the other party 90 days' written notice of termination prior to the end of the current term.

2. Terms, Conditions, and Responsibilities

A. City of Lake Geneva Shall:

1. Provide accurate product and supplemental materials in a timely manner as requested.

2. Review and provide written approval in advance of any advertising, publicity or other promotional campaign material intended for public distribution. Insofar as the material reflects upon the City, such right of approval shall also be based on whether the material, at the sole discretion of the City, properly reflects City missions; promotes appropriate and responsible behavior at City's recreation sites and/or encourages continued public support and preservation of City lands.
3. If necessary for this pilot, provide high resolution image(s) of the City logo promptly following execution of this Agreement and collateral material upon request by the Organization for approved use(s) and promotion(s).
4. Provide rules for electronic pass use, refund policies, description of the passes, and other pass rules and policies to Organization.
5. Permit Organization to create, develop and host a website to sell passes, with links and widgets hosted on CITY OF LAKE GENEVA domain name (<http://www.cityoflakegeneva.com>) directed to the Organization hosted website.

B. Organization Shall:

1. Submit for advanced review and approval any (other than provided) advertising, publicity or other promotional campaign material for public distribution.
2. The Organization will provide a main point of contact for Pass sales to the CITY OF LAKE GENEVA.
3. Sell passes, collect user fees on a non-refundable basis, disburse fee revenue less Organization fee.
4. Pass Rules, Sales and Validation Procedures
 - a. During the term of this Agreement, the Organization is authorized to sell Passes online through it's mobile application.
 - b. If applicable, the Organization shall provide (if any) to each customer / user the terms and conditions set forth by the City of Lake Geneva.
 - c. No refunds of Passes by customers will be allowed unless authorized by the CITY OF LAKE GENEVA. The Organization's promotional materials shall advise consumers that all Passes are non-refundable. In instances when a refund is authorized by CITY OF LAKE GENEVA, and requested within 30 days of purchase, Organization will process a refund back to the original card holder. Refunds processed by Organization will be netted against future disbursements to CITY OF LAKE GENEVA. Authorized refund requests more than 30 days after purchase will be issued by CITY OF LAKE GENEVA.
 - d. In cases where a user disputes a charge ("chargeback disputes" or "disputes"), the CITY OF LAKE GENEVA will be charged the full amount of the transaction in addition to a \$20 surcharge. Organization is responsible to administer all disputes and forward updates to CITY OF LAKE GENEVA on progress and resolution. For disputes lost, Organization will process a charge back to the original card holder. Chargeback disputes processed by Organization will be netted against future disbursements to CITY OF LAKE GENEVA.
 - e. Organization's sale price (to the consumer / user) of Daily Beach Pass and or Recreation Passes is the face value (of the pass) x 2.9% (percent)

+ \$1.30. **There is no cost to the City of Lake Geneva to use Viply's platform and mobile application.** Viply's platform is free to use for the City as long as Viply's fee is offset to the consumer (per above).

- f. The fees of passes sold to the consumer (user) collected by the Organization will be transmitted / disbursed to the CITY OF LAKE GENEVA within 2 business days of the initial customer transaction by direct deposit through ACH (Automatic Clearing Housing) credit transfer. **The City of Lake Geneva also has the option for bi-weekly or monthly disbursements by authorized written approval.**
- g. The Organization agrees to preserve the confidentiality, integrity and accessibility of pass purchaser data with administrative, technical and physical measures that conform to generally recognized industry standards and commercially reasonable practices that Organization then applies to its own processing environment. Maintenance of a secure processing environment includes but is not limited to the timely application of patches, fixes and updates to operating systems and applications as provided by vendor or open source support.

3. Marketing and Promotion

1. Organization is authorized to market and promote Pass sales by stating that it is an electronic Pass provider of CITY OF LAKE GENEVA.
2. The Organization shall promptly provide CITY OF LAKE GENEVA notice any time that a promotional campaign is planned or predicted. CITY OF LAKE GENEVA reserves the right to review and approve any advertising, publicity or other material prepared by the Organization (the "Organization Materials") for any promotional campaign for public distribution within five business days of receipt. If CITY OF LAKE GENEVA fails to respond to Organization within such five business day period, CITY OF LAKE GENEVA will be deemed to have approved such materials; provided, however, in instances of furloughs, government shutdowns, or similar events, CITY OF LAKE GENEVA will have five business days to respond at the end of such event. Organization Materials must reflect City of Lake Geneva missions; convey an educational message if applicable; promote appropriate and responsible behavior at City public sites and/or encourage continued public support and preservation of City lands.
3. By entering this Agreement, CITY OF LAKE GENEVA has selected Organization as an electronic provider of Passes, but it is not obligated to directly or indirectly endorse any product or service provided or to be provided by the Organization, its successors, assignees or licensees.

4. Modification and Termination Clause

1. This Agreement may be modified only by a written instrument executed by the parties.
2. Either party may terminate this Agreement by providing the other party with ninety (90) days advance written notice. In the event that one party provides the other with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and work amicably to resolve their differences.
3. Termination of this Agreement shall not extinguish any obligation hereunder with respect to the Organization's duty to account for Passes delivered by CITY OF LAKE GENEVA, to otherwise properly honor and promote relevant limitations on time, transferability, or other Pass attributes, to process and fulfill any order placed by any member of the public prior to termination, or any other obligation expressly non-extinguishable hereunder.

5. Additional Terms

1. Neither party will unilaterally publish data regarding the Pass sales nor the performance of this Agreement, including without limitation, results of any studies related to the pass program, without consulting with and obtaining approval from the other party. This obligation shall survive the termination of this Agreement.
2. Neither party shall be liable to the other for any indirect, consequential, incidental exemplary, punitive or special damages, including, but not limited to, any loss of profit or revenue, arising from or in connection with any breach or violation of the agreement or from any action or omission relating to this Agreement, whether or not the other party has been advised of the possibility of such damage.
3. The validity, interpretation and construction of this Agreement, and all other matters related to this Agreement, shall be governed and interpreted in accordance with the laws of the United States of America.

6. Mutually Agreed and Understood By and Between the Parties

1. Organization is participating in the City of Lake Geneva Pass Program as a public service and that no charges or claims will be made against the City of Lake Geneva for services performed under this agreement.
2. This instrument in no way restricts the City of Lake Geneva or the vendor from participating in similar activities with other public or private agencies, organizations, and individuals.
3. TAXPAYER IDENTIFICATION NUMBER. Pursuant to the Debt Collection Improvement Act of 1996, as amended by Public Law 104-134, cooperators shall



the sweeney group
consultants to non-profit organizations

ELEMENTS NECESSARY FOR THE SUCCESS OF A CAPITAL CAMPAIGN

This is information that is important for staff, board members and other volunteers to review as they develop plans.

(1.) A strong case for support

This is the basis for any fund raising effort. It clearly outlines the strengths of both the organization and the project, the goals of the elements for which funds are being raised, and the impact that they will have. *It should be written from the perspective of the potential donor and not from that of the organization.*

(2.) Sufficient number of qualified volunteers to lead the effort

Internal leaders, including staff and board members, must fully support the effort with their interest, time, energy and financial support. They must demonstrate the importance of the goals of the campaign. All Board members must serve as “ambassadors” and have a strong sense of the goal and plans. Not all board members need to actually solicit gifts, but some must be trained to do this well.

(3.) Potential donors with the interest and capacity to make major gifts

The standards of giving chart for the campaign goal outlines the number of donors needed at each level to achieve success. For each donor, there needs to be 3 to 5 prospects that have the capacity to make that gift. Reviewing the chart is a good “reality check” as the goal is being developed. Determining prospective donors includes research on current donors who have given in smaller ways such as direct mail or attending events, and on an analysis of those who are interested in the particular project with their capacity to make major gifts.

(4.) A plan of action including a detailed timeline

Any fund raising effort must have a high degree of central planning. All volunteers and staff must have ownership of the plan and agree to follow it. The plan, which is a rolling document, becomes the blueprint for all aspects of the campaign. It will be revised as each segment is completed and analyzed. It is the strategic and coordinated aspect of this plan that distinguishes a campaign from typical annual fund raising.

(5.) Personnel and internal systems for managing the campaign

A major gifts effort requires the commitment of a staff person or a volunteer who will act in a staff capacity for the duration of the campaign. This can be on a part-time basis. Systems for handling the paperwork that is part of any campaign are essential. This includes tracking calls on prospective donors, receipting gifts, sending thank you letters, and tracking pledges.

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100 EXTRAORDINARY WOMEN:

Giving Every Woman the Power To Do Something Extraordinary
By Supporting A Cause She Believes In

- *100 Extraordinary Women* (100EW) is an initiative that connects extraordinary women with extraordinary causes. <https://100extraordinarywomen.com>
- It is a unique and easy way for non-profit organizations to raise \$100,000 in gifts and pledges, inform people about their work, and engage a cadre of women who believe in their cause. 100EW is a grassroots, community-driven fundraising tool that offers the opportunity to be a part of a larger philanthropic effort. It presents a way for organizations to reach out to both new and existing donors and get gifts that are significantly larger than typical from similar appeals.
- Here's how it works:
 - You sign up on the 100EW website using our easy application form
 - Joining gives your organization access to the *100EW Online Toolkit* of everything you need - action plans, templates, and tips on every step of the process. You get a "members only" password to the 100EW website, a secure online giving platform, access to our virtual event technology, and technical assistance, if needed
 - You can choose to purchase 100EW logo materials, such as handmade earrings, to encourage women to give and to thank volunteers
 - You find one point person to lead the effort and a small group of volunteer Ambassadors to assist. This typically takes only 3 - 6 months - a very short time to raise \$100,000
 - The Ambassadors seek pledges of \$1000; this seems like a big amount but it is only approximately \$200 per year or \$18.00 per month (the cost of a few cups of coffee) to have a real impact !
 - Extraordinary Women can donate or pledge individually, form groups for one listing, e.g. family members, bowling leagues, book clubs. Men can honor or remember a woman who is important to them. Each woman who chooses to pledge or donate will have her name or the name of a woman they want to honor or remember listed as supporting the organization and project to be funded.
 - Gifts can be made securely on the 100EW online platform; progress toward the goal is available for everyone to see.

- You have an easy virtual event to celebrate your success, then use the funds raised to further your important work.
- Women who pledge will become part of the 100EW community and will receive periodic information on topics of interest to women who live extraordinary lives, including updates on the organizations they support. 100EW will have a Marketplace where women can shop for carefully edited items, with a percentage going back to each 100EW member organization; this is an easy way to raise operating funding.
- *The 100EW logo, web platform and all information are trademarked and cannot be used without written permission.*



OUTLINE OF A CAPITAL CAMPAIGN

Pre-campaign Phase

- Determine needs
- Determine goal for capital and if there will be an endowment component
- Develop *initial* case statement
- Determine readiness of Board of Directors for a campaign
- Determine internal systems for tracking gifts and pledges
- Conduct campaign planning / feasibility study

Campaign Planning Phase

- Organize a Campaign Planning Committee
(2-3 months in duration; short-term commitment from individuals)
- Identify volunteers for leadership based on Campaign Organization chart; determine strategies for recruitment
- Review/develop database of all potential donors
- Develop campaign materials
 - Theme
 - Naming opportunities; additional donor recognition
 - Brochure
 - Pledge card
 - Material for volunteers
 - DVD/Video
- Determine "point person"
- Determine who will track gifts and pledges
- If internal, set up segregated account to hold campaign funds
- Determine plan for publicity based on campaign segments
- Finalize Action Plan and Timeline

Campaign Implementation - Visionary and Major Gifts Phase

- Recruit Campaign Chair, Co-chairs or Leadership Team
- Determine goal for each sub-committee
- Recruit additional volunteers for each sub-committee
- Solicit all members of the Boards of Directors
- Identify 5-10 visionary donors in each category
- Determine education and cultivation necessary for each
- Hold cultivation event(s). e.g. house parties
- Hold solicitation training session for all volunteers
- Progressive solicitation of all donors
- Publicity regarding progress and important successes

Campaign Implementation - Public Phase

(to be determined based on success and timeline of Phase I and II)

- **Initiate wide-spread publicity of campaign**
- **Collective giving - e.g. 100 Women**
- **Direct mail and/or social media campaign**
- **Campaign segment for families and/or children**
- **Special events**
- **Yard signs, buttons or other visible ways to show support**

- **Celebrate success**
- **Determine how to have campaign donors become on-going and planned giving donors to build endowment**

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Management Experience

President

The Sweeney Group

Madison, WI

1991 - present

Independent consultant serving not-for-profit organizations throughout the country, with emphasis on libraries, historic preservation, health care and public school foundations. Areas of expertise include all aspects of resource development: capital campaign planning and implementation, feasibility and campaign planning studies, retreats for Boards of Directors and staff, and development of annual campaign plans. The Sweeney Group most often works with not-for-profit organizations that are conducting their first capital campaign.

President

Foundation for Madison's Public Schools

Madison, WI

2000 - 2006

Researched and developed this non-profit organization that raises funds for creative and innovative projects in the Madison Metropolitan School District; became the first President at the request of the founding committee; within first year raised approximately \$900,000 which was 3-5 years ahead of projections. The total raised to date is \$6 million and innovative, award-winning programs have been developed. Reported to the Board of Directors - responsible for all aspects of the organization.

Executive Director

The Capital Fund Raising Committee

Madison, WI

1987-1998

Under the auspices of the Chamber of Commerce, the committee is comprised of corporate Chief Executive Officers. Reviewed capital campaign plans for not-for-profit organizations throughout the community, provided technical assistance, and scheduled campaigns to avoid competition; prepared quarterly newsletter.

Program Officer

Madison Community Foundation

Madison, WI

1981 - 1991

First person in this position; worked under Ford Foundation grant to develop "Project Opportunity" and develop partnerships; developed initial grant-making program plan and guidelines.

Senior Consultant

Alford, Vershave, and Associates

Chicago, IL and Madison, WI

1978 - 1981

Full Service Resource Development Consulting Firm

Developed and managed Wisconsin office

Manager, Community Relations

GATX Corporation

Chicago, IL

1976-1978

At the request of the Chief Executive Officer, chaired Contributions Committee

Developed Matching Gifts and Employee Volunteerism programs

Provided volunteer technical assistance to numerous not-for-profit organizations in the Chicago area

Assistant Corporate Secretary

GATX Corporation

Chicago, IL

1975-1976

Prepared information for shareholders; managed the annual meeting

Paralegal

Kirkland and Ellis

Chicago, IL

1974-1975

Performed a variety of paralegal duties on anti-trust litigation

Education

Marquette University

B.A. Degree 1974

Major in Political Science; minor in Economics

Lake Forest College

Post-graduate coursework in business and non-profit management

1974-1976

Affiliations

National Trust for Historic Preservation
Member, National Advisory Board
Elected 2010

National School Foundation Association
Founding Member, Steering Committee
Member, National Conference Planning Committee

National Society of Fund-Raising Executives (currently Association of Fundraising Professionals)
Founding member and Past Vice President
Madison, WI chapter

Society of Non-Profit Organizations
Assisted in the development of *TeamTrack*, national non-profit management series presented via distance education format

Wisconsin State Association of Non-Profits
Founding Steering Committee member

Junior League of Madison, WI
Founding Member

United Way of Dane County
Past member, Allocations Committee

Blackhawk Council of Girl Scouts
Past member, Board of Directors

Susan G. Komen Breast Cancer Research Foundation
Member, Board of Directors of Madison affiliate

Articles

"Are you Ready for a Capital Campaign?"
Fundraising Forum
Nonprofit World Magazine

"Venture Capital for Kids"
Prospectus - Support for National Movement of Local Education Foundations
Presented at meeting of education foundation executives and volunteers