



## **PIERS, HARBORS & LAKEFRONT COMMITTEE**

**WEDNESDAY, OCTOBER 16, 2019 – 5:30PM**

**CITY HALL, CONFERENCE ROOM 2A**

### **AGENDA**

1. Meeting called to order by Chairman Skates
2. Roll Call
3. Approval of Minutes from September 18, 2019 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. Planning for 2020 buoy/slip mass mailing
6. MSI Update regarding:
  - a. Riviera roof
  - b. Riviera windows
  - c. Riviera tuck-pointing
7. Discussion/Recommendation regarding clean boats/clean water grant application
8. Discussion/Recommendation regarding a Commercial Buoy & Boat Slip Agreement with Gage Marine
9. Discussion/Recommendation regarding a Commercial Buoy & Boat Slip Agreement with Lake Geneva Boat Line
10. Discussion/Recommendation regarding a Commercial Buoy & Boat Slip Agreement with Terry Johnson d/b/a Marina Bay Boat Rental
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, SEPTEMBER 18, 2019– 6:00PM  
CITY HALL, CONFERENCE ROOM 2A (UPPER LEVEL)**

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

Meeting called to order by Chairman Skates at 5:54 pm

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

**Approval of Minutes:** Hedlund so moved to approve the minutes of August 14, 2019, Halverson seconded. Motion carried 5-0

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

Dick Malmin, 1991 S. Lakeshore Drive addressed the topic of starry stonewort and the city's interaction with the Geneva Lake Environmental Agency (GLEA).

**Harbormaster Report:** Interim Harbormaster Donna Crook was absent (excused) from tonight's meeting. City Administrator Nord reported that the new Harbormaster would be selected by the end of the week and that the new appointment would be trained by Donna Crook, before taking over full responsibility for the position.

**Riviera Restoration Project Update:**

Adam Wolfe (MSI) presented the committee with sample images of the Riviera building using high definition images. This software will allow the committee and (MSI) to generate alternative floor plans for the building in a smaller amount of time. MSI has also been in contact with the State's preservation agency to review what types of building modifications will and will not be allowed. It was stated that Ann Krogstad of MSI will be at the October, 2019 committee meeting.

**Roof Replacement Request for Proposals:**

Adam Luterbach (MSI) presented the committee with the five proposals that were received. Luterbach provided an overview of each proposal and answered questions from the committee. MSI stated that would provide the committee with an amount for their services related to overseeing the project. Due to the lack of responses, MSI moved the deadline for proposals for tuck pointing and glass replacement to October 2, 2019 at 10am. After additional discussion Hedlund so moved to accept the proposal submitted by Renaissance Roofing. Halverson seconded the motion. Motion carried 5-0. This motion was forwarded to the FLR Committee.

**Starry Stonewort Update:**

Chairman Skates addressed the committee to advise them that recent social media comments concerning the City's interactions with the GLEA are false. Skates advised that committee that there is no shared service agreement between the communities of Geneva Lake. Skates provided an update as to what was actually happening to address the starry stonewort issue.

**Harbormaster position update:**

City Administrator stated he had nothing additional to add above what he reported earlier in the meeting under the Harbormaster's report.

**PIERS, HARBORS & LAKEFRONT COMMITTEE MINUTES**

**WEDNESDAY, SEPTEMBER 18, 2019– 6:00PM**

**CITY HALL, CONFERENCE ROOM 2A (UPPER LEVEL)**

**Discussion / Recommendation regarding clean boats / clean water grant application:**

Chairman Skates advised the committee that he would work with Administrator Nord to identify those grants the City should pursue on its own as well as any grants that might be better applied for with other area communities.

Future Meeting Topics:

1. One year extension to the current three (3) commercial slip and buoy agreements the city has with private operators.
2. Final report from outgoing Harbormaster Donna Crook
3. Year-end report from the Riviera Beach Manager
3. Discussion on possible 1<sup>st</sup> and 2<sup>nd</sup> Floor renovation opportunities at the Riviera
4. Proposal results for glass replacement and tuck-pointing at the Riviera

Adjournment:

Tim Dunn so moved to adjourn at 6:58 pm, second by Halverson. Motion carried 5-0.

Riviera Building - City of Lake Geneva  
 Proposal Form - Roof Replacement - Option A - Clay Tile  
 September 18, 2019

Description	Subcontractor	Cedar Roofing	Connoisseur	FJA-Christiansen	Hanson	Interstate	Knickerbocker	Langer	Millen	Nofke	Renaissance	Vandehey
	2018 Budget Estimate											
<b>Base Proposal Amount</b>	\$ 880,000.00	No Bid	\$ 410,125.00	Not Bidding	No Bid	Not Bidding	\$ -	\$ 523,240.00	No Bid	No Bid	\$ 483,905.00	\$ 543,850.00
Included in Proposal:				(doesn't fit schedule)		(booked thru spring)						
Scaffolding of perimeter of building			Excluded				By Others	By Others			Excluded	Excluded
Remove existing concrete tile			Included				\$ 72,000.00	Included			Included	Included
Inspect and remove underlayment			Included				\$ 26,000.00	Included			Included	Included
Inspect and replace roof sheathing/decking - (assume 15%)			Included				\$ 14,000.00	Not Included			Included	Included
Reflash roof to the clerestory walls/windows			Included				\$ 9,000.00	Included			Included	Included
Inspect/replace at flat copper valley/seams			Included				\$ 5,000.00	Insp. And Repair			Inspect-Repair	Insp-Repl-\$7,500
Remove/replace vents as needed			Included				\$ 4,500.00	Included			Included	Included
Inspect/clean/repair guttering			Included				\$ 14,000.00	Included			Included	Included
Reroute roof drain leaders at south balcony			Included				By Others	Included			Included	Reroute 1
Install Ice and Water Shield at valleys, eaves, etc.			Included				\$ 16,000.00	Incl.(see scope)			Included	Included
Install underlayment - 2 layers organic or 1 layer 43 lb. modified bitum.			Included				\$ 18,000.00	Incl.(see scope)			Included	Included
New clay tile roof and accessories			Included				\$ 368,000.00	Included			Included	Included
Snow and ice guards-north elevation @ stairs/south elevation @ balc.			Included				\$ 7,000.00	Included			Included	Included
Excluded From Proposal:												
			Scaffold				Scaffold,	Snow Removal			Repl. Flat Seam	Scaffold
			Saddles remain				Other Trades	Winter Cond.			Scaffolding	Conc. Protect.
			Gutters remain				Winter Cond.					
<b>Adjusted Bid Amount</b>	\$ 880,000.00	\$ -	\$ 410,125.00	Not Bidding	\$ -	Not Bidding	\$ 553,500.00	\$ 523,240.00	\$ -	\$ -	\$ 483,905.00	\$ 543,850.00
Alternate #1 - Remove guttering from clerestory roof			\$ 1,000.00				\$ 4,800.00	\$ 5,618.00			\$ 4,950.00	\$ 1,650.00
Alternate #2 - Repair/reinstall four (4) flag poles (flag poles by others)			\$ 500.00				\$ 3,000.00	\$ 5,778.00			No Bid	No Bid
Alternate #3								4 saddles \$103k				
Unit Price #1 - Cost per sf for additional sheathing/decking repair			\$2.50 per sf				\$15.00 per sf	T&M (see attach)			\$15.00 per sf	No Bid
Unit Price #2 - Labor rate(s) for additional unscheduled work			\$90.00 per hr				\$134 per hour	See Exhibit G			\$129.00 per hour	No Bid
<b>Total Adjusted Bid Amount Including Alternates</b>	\$ 880,000.00	\$ -	\$ 411,625.00	Not Bidding	\$ -	Not Bidding	\$ 561,300.00	\$ 534,636.00	\$ -	\$ -	\$ 488,855.00	\$ 545,500.00
<b>Scoring Summary - Based on 100 Maximum Points</b>												
Acknowledge of Addendum #1	(x)		x				x	x	x		x	x
Experience - (25%) - Maximum of 25 Points			?				25	25			25	25
Qualifications - (25%) - Maximum of 25 Points			?				25	25			25	25
Cost - (50%) - Maximum of 50 Points			50				35.5	40			45	38
<b>Total Score - Maximum of 100 Points</b>		0	50	0	0	0	85.5	90	0	0	95	88

Riviera Building - City of Lake Geneva  
 Proposal Form - Roof Replacement - Option B - Concrete Tile  
 September 18, 2019

Description	Subcontractor	Cedar Roofing	Connoisseur	FJA Christiansen	Hanson
	2018 Budget Estimate				
<b>Base Proposal Amount</b>	\$ 675,000.00	No Bid	\$ 231,030.00	Not Bidding (doesn't fit schedule)	No Bid
Included in Proposal:					
Scaffolding of perimeter of building			Excluded		
Remove existing concrete tile			Included		
Inspect and remove underlayment			Included		
Inspect and replace roof sheathing/decking - (assume 15%)			Included		
Reflash roof to the clerestory walls/windows			Included		
Inspect/replace at flat copper valley/seams			Included		
Remove/replace vents as needed			Included		
Inspect/clean/repair guttering			Included		
Reroute roof drain leaders at south balcony			Included		
Install Ice and Water Shield at valleys, eaves, etc.			Included		
Install underlayment - 2 layers organic or 1 layer 43 lb. modified bitum.			Included		
New concrete tile roof and accessories			Included		
Snow and ice guards-north elevation @ stairs/south elevation @ balc.			Included		
Excluded From Proposal:					
			Scaffold		
			Saddles Remain		
			Gutters Remain		
<b>Adjusted Bid Amount</b>	\$ 675,000.00	\$ -	\$ 231,030.00	Not Bidding	\$ -
Alternate #1 - Remove guttering from clerestory roof			\$ 1,000.00		
Alternate #2 - Repair/reinstall four (4) flag poles (flag poles by others)			\$ 500.00		
Alternate #3					
Unit Price #1 - Cost per sf for additional sheathing/decking repair			\$2.50 per sf		
Unit Price #2 - Labor rate(s) for additional unscheduled work			\$90.00 per hr		
<b>Total Adjusted Bid Amount Including Alternates</b>	\$ 675,000.00	\$ -	\$ 232,530.00	Not Bidding	\$ -

<b>Scoring Summary</b>					
Acknowledge of Addendum #1	(x)		x		
Experience - (25%)			?		
Qualifications - (25%)			?		
Cost - (50%)			50		
<b>Total Score</b>			0 50 + ?	0	0



					x	
					25	
					25	
					40	
0	0	0	0	0	90	0











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COMMERCIAL BUOY AND BOAT SLIP LEASE AGREEMENT

THIS AGREEMENT made this 9<sup>th</sup> day of December, 2019 by and between the CITY OF LAKE GENEVA, a municipal corporation, party of the first part, Lessor, hereinafter called the City, and GAGE MARINE, 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 four (4) mooring buoys (see buoy location drawing attached hereto) and ten (10) 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 one season, (2021), with the season commencing April 15<sup>th</sup> and ending November 15<sup>th</sup>. Either Lessor or Lessee may notify the other of its intention to negotiate a new lease of all the subject buoys, no later than September 15, 2020 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 September 15, 2020, 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, 2020, 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 Forty Six Thousand Five Hundred Forty11/100 (\$46,540.11) Dollars in 2019. The rate for 2020 shall be adjusted based upon the Consumer Price Index as of January 1<sup>st</sup>, 2020 as published by the Wisconsin Employment Relations Commission. The rate for 2021 shall be adjusted upon the Consumer Price Index as of January 1<sup>st</sup> 2021 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 15<sup>th</sup> and the second installment to be paid on or before August 15<sup>th</sup>, of each year. All such payments shall be made to the City of Lake Geneva.

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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, GAGE MARINE, 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

\_\_\_\_\_  
GAGE MARINE

\_\_\_\_\_  
TOM HARTZ, MAYOR

\_\_\_\_\_  
LANA KROPF, CITY CLERK



Gage Marine 10 Slips & 4 Buoys

## Exhibit A

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COMMERCIAL BUOY AND BOAT SLIP LEASE AGREEMENT

THIS AGREEMENT made this 9th day of December, 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 one season, (2021), with the season commencing April 15<sup>th</sup> and ending November 15<sup>th</sup>. Either Lessor or Lessee may notify the other of its intention to negotiate a new lease of all the subject buoys, no later than September 15, 2020 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 September 15, 2020, 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, 2020, 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 1<sup>st</sup>, 2020 as published by the Wisconsin Employment Relations Commission. The rate for 2021 shall be adjusted upon the Consumer Price Index as of January 1<sup>st</sup> 2021 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 15<sup>th</sup> and the second installment to be paid on or before August 15<sup>th</sup>, 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:

CITY OF LAKE GENEVA

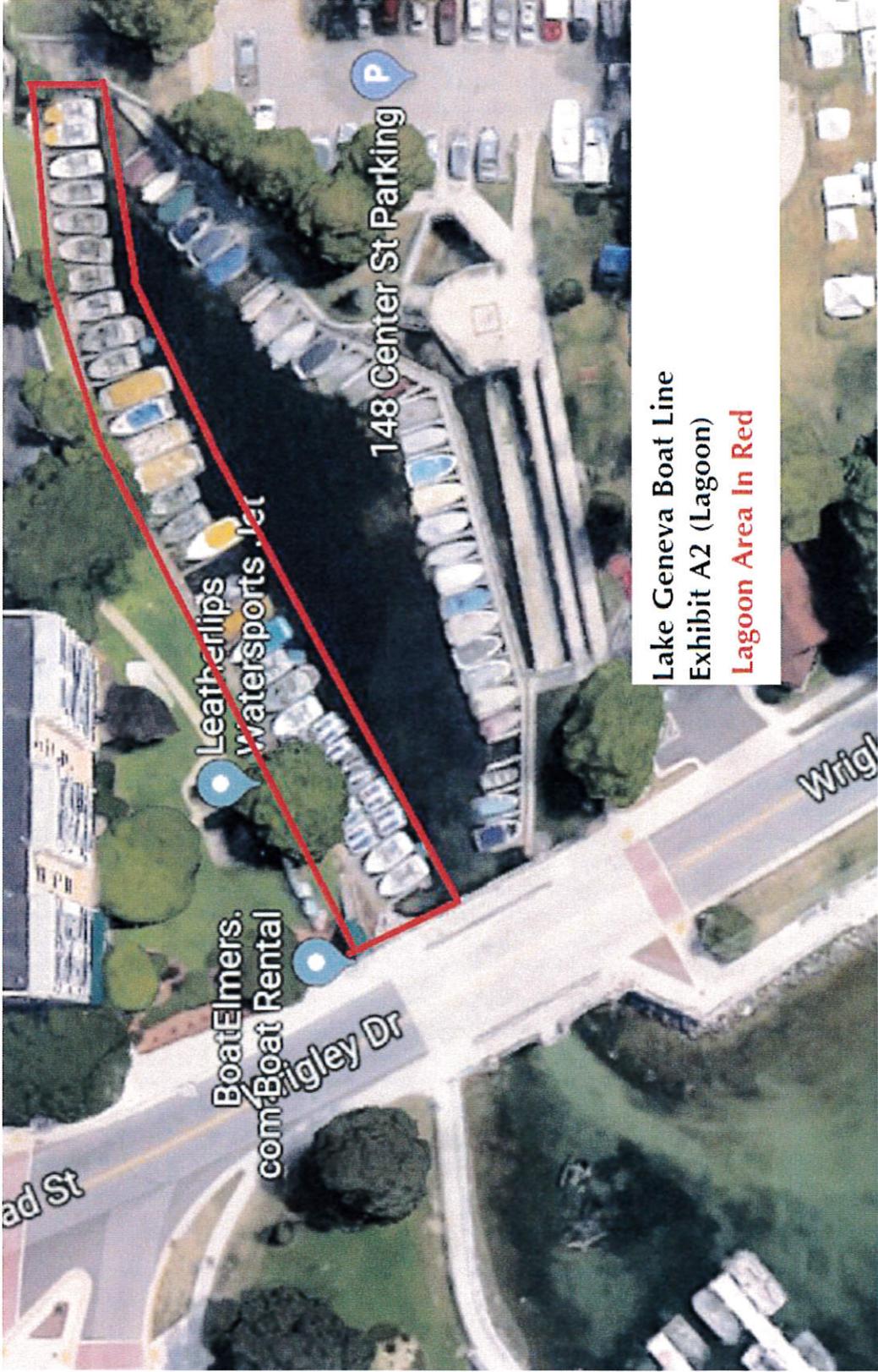
\_\_\_\_\_  
LAKE GENEVA BOAT LINE, INC.

\_\_\_\_\_  
TOM HARTZ, Mayor

\_\_\_\_\_  
LANA KROPF, City Clerk



Lake Geneva Boat Line; Exhibit A1



Lake Geneva Boat Line  
Exhibit A2 (Lagoon)  
Lagoon Area In Red

COMMERCIAL BUOY LEASE AGREEMENT

THIS AGREEMENT made this 9th day of December, 2019, 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 one season, (2021), with the season commencing April 15<sup>th</sup> and ending November 15<sup>th</sup>. Either Lessor or Lessee may notify the other of its intention to negotiate a new lease of all the subject buoys, no later than September 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 September 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, such negotiations shall be completed on or before November 15, 2020, or all rights to negotiate shall be null and void.
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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, 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

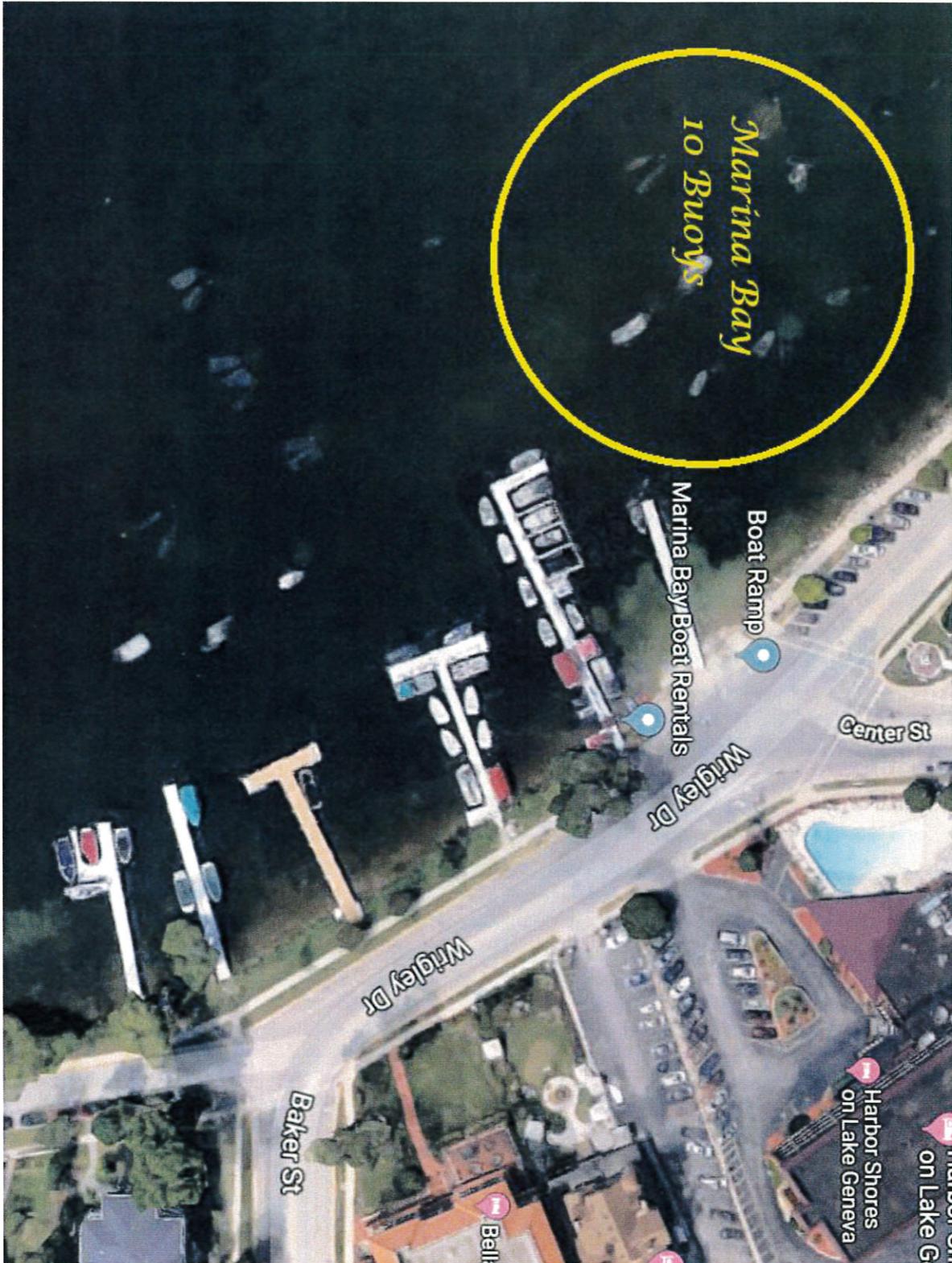


Exhibit "A"

Location of Marina Bay's Ten (10) Buoys