



City of Lake Geneva, 626 Geneva St, Lake Geneva, Wisconsin- 262.248.3673- [www.cityoflakegeneva.com](http://www.cityoflakegeneva.com)

**PIERS, HARBORS, AND LAKEFRONT COMMITTEE  
TUESDAY, SEPTEMBER 8, 2020 5:00 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](http://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](mailto: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 July 15, 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/Recommendation regarding City leased slips and buoys
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 Gage Marine
9. Discussion/Recommendation regarding the Lake Geneva Boat Line lease renewal
10. 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, JULY 15, 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 5:33 pm

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

**Approval of Minutes:** Howell so moved to approve the minutes of June 17, 2020, Hedlund seconded. Motion carried 5-0

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

Kent Martzke (owner Lake Geneva Boat Line) addressed the committee concerning item eleven (11). Martzke provided a brief power point presentation concerning his current lease with the city. Martzke expressed an interest in amending the existing lease to relocate his boat slips to the north side of the pier and to secure a five (5) year contract with the city.

Mary Jo Fesenmaier addressed item nine (9) stating her preference for a swinging gate on the city's West End Pier instead of a locked gate. Fesenmaier also addressed agenda item twelve (12) concerning the possibility of reserving all or part of the Riviera Beach for Lake Geneva residents exclusively.

**Harbormaster's Report**

Harbormaster Linda Frame reported:

The municipal boat launch, Riviera beach and other lakefront operations are exceptionally busy. Beach front staffing is close to one hundred percent (100%)

There are issues with congestion in the boat trailer lane immediately south of the city's boat launch.

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

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

**PIERS, HARBORS & LAKEFRONT COMMITTEE MINUTES  
WEDNESDAY, JULY 15, 2020– 5:30PM  
CITY HALL / VIRTUAL MEETING VIA ZOOM**

**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. Nord reported that there were two issues that have been discussed by city staff and will be incorporated into the new lease agreement. (1) use of fueling vehicles for the business that obstruct individuals attempting to use the municipal beach launch (along with customers stopping to load / unload on the street) and (2) discussion concerning the payment of in / out fees for Marina Bay's boats for the season.

**Discussion/Recommendation regarding the Commercial Buoy Lease Agreement with Lake Geneva Boat Line.** Howell so moved to suspend the rules to allow Kent Martzke to participate in the discussion, Straube seconded. Motion carried 5-0.

Nord reported that the proposed contract with Lake Geneva Board Line would require the city to include Gage Marine in the discussion if there was an interested in "swapping" boat slips at the Riviera. After further discussion, Howell so moved to have Administrator Nord attempt to arrange a meeting between himself as well as Lake Geneva Boat Line and Gage Marine. Hedlund seconded. Motion carried 5-0.

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

General discussion was held on this topic. Chairman Yunker read correspondence she received from Mr. Buzz Yaeger concerning the topic. Attorney Draper expressed his concern about a gate on a public pier and possible legal ramifications for the city. After further discussion, no action was taken on this item.

**Discussion/Possible Recommendation regarding replacing Beach Pass Kiosks.** General discussion was held about the possibility of purchasing four additional kiosks at \$9,100 each for a total of \$36,400. These kiosks would replace those currently used for selling beach passes. It was consensus that this possible purchase would be addressed during the 2021 budget preparation season.

**Discussion/Recommendation regarding potential increase of Riviera Ballroom rates**

Mayor Klein recommended to the committee that the city increase the Riviera Ballroom rental rate for nonresidents by forty percent (40%).

General discussion ensued. Howell requested that the Mayor provide a formal presentation outlining the impact of increasing the rate and provide a list of comparable venues. Howell so moved to continue this discussion to the next Piers Committee meeting. Straube seconded. Motion carried by voice vote.

**PIERS, HARBORS & LAKEFRONT COMMITTEE MINUTES  
WEDNESDAY, JULY 15, 2020– 5:30PM  
CITY HALL / VIRTUAL MEETING VIA ZOOM**

**Discussion regarding potential “Resident Only” day for Riviera Beach.** General discussion was held among the members of the committee concerning the possibility of segmenting the beach between city residents and non-residents in an attempt to accommodate local residents who wish to make use of the Riviera beach but are unable to enter to maximum capacity being met or are concerned with crowding during the covid-19 pandemic.

It was noted that, this year, there are swimming classes and other scheduled events throughout the week that would prohibit the city from having a “residents only day” at the beach. The idea of segmenting the beach area between residents and non-residents was also discussed. After further discussion Howell so moved that no action be taken at this time and that possibly be looked at again after the 2020 season. Hedlund seconded the motion. Motion carried by voice vote.

**Adjournment**

Hedlund so moved to adjourn at 6:45 pm. Hedlund seconded the motion. Motion carried 5-0.

**City of Lake Geneva  
Slip, Buoy and Rack Rental Rates  
2011-2020**

	<i>Slips 20% Buoys 3%</i> <u>2011</u>	<i>0%</i> <u>2012</u>	<i>5%*</i> <u>2013</u>	<i>3%</i> <u>2014</u>	<i>0%</i> <u>2015</u>	<i>3%</i> <u>2016</u>	<i>3%</i> <u>2017</u>	<i>3%</i> <u>2018</u>	<i>0%</i> <u>2019</u>	<i>3%</i> <u>2020</u>	<i>Proposed 5%</i> <u>2021</u>
<b>West End Pier - 24' Slip</b>											
Resident	\$ 1,500.00	\$ 1,500.00	\$ 1,575.00	\$ 1,622.25	\$ 1,622.25	\$ 1,671.00	\$ 1,722.00	\$ 1,774.00	\$ 1,774.00	\$ 1,827.00	\$ 1,918.00
Non-Resident Property Owner	\$ 2,250.00	\$ 2,250.00	\$ 2,362.50	\$ 2,433.38	\$ 2,433.38	\$ 2,507.00	\$ 2,583.00	\$ 2,661.00	\$ 2,661.00	\$ 2,741.00	\$ 2,878.00
Non-Resident	\$ 3,000.00	\$ 3,000.00	\$ 3,150.00	\$ 3,244.49	\$ 3,244.49	\$ 3,342.00	\$ 3,443.00	\$ 3,547.00	\$ 3,547.00	\$ 3,653.00	\$ 3,836.00
<b>West End Pier - 26' Slip</b>											
Resident	\$ 1,750.00	\$ 1,750.00	\$ 1,837.50	\$ 1,892.63	\$ 1,892.63	\$ 1,950.00	\$ 2,009.00	\$ 2,070.00	\$ 2,070.00	\$ 2,132.00	\$ 2,239.00
Non-Resident Property Owner	\$ 2,550.00	\$ 2,550.00	\$ 2,677.50	\$ 2,757.82	\$ 2,757.82	\$ 2,841.00	\$ 2,927.00	\$ 3,015.00	\$ 3,015.00	\$ 3,105.00	\$ 3,260.00
Non-Resident	\$ 3,250.00	\$ 3,250.00	\$ 3,412.50	\$ 3,514.88	\$ 3,514.88	\$ 3,621.00	\$ 3,730.00	\$ 3,842.00	\$ 3,842.00	\$ 3,957.00	\$ 4,155.00
<b>Lagoon Slip</b>											
Resident	\$ 500.00	\$ 500.00	\$ 677.25	\$ 697.57	\$ 697.57	\$ 719.00	\$ 741.00	\$ 764.00	\$ 764.00	\$ 787.00	\$ 826.00
Non-Resident Property Owner	\$ 1,000.00	\$ 1,000.00	\$ 1,128.75	\$ 1,162.61	\$ 1,162.61	\$ 1,198.00	\$ 1,234.00	\$ 1,272.00	\$ 1,272.00	\$ 1,310.00	\$ 1,376.00
Non-Resident	\$ 1,500.00	\$ 1,500.00	\$ 1,575.00	\$ 1,622.25	\$ 1,622.25	\$ 1,671.00	\$ 1,722.00	\$ 1,774.00	\$ 1,774.00	\$ 1,827.00	\$ 1,918.00
<b>Buoys</b>											
Resident	\$ 645.00	\$ 645.00	\$ 677.25	\$ 697.57	\$ 697.57	\$ 719.00	\$ 741.00	\$ 764.00	\$ 764.00	\$ 787.00	\$ 826.00
Non-Resident Property Owner	\$ 1,075.00	\$ 1,075.00	\$ 1,128.75	\$ 1,162.61	\$ 1,162.61	\$ 1,198.00	\$ 1,234.00	\$ 1,272.00	\$ 1,272.00	\$ 1,310.00	\$ 1,376.00
Non-Resident	\$ 1,500.00	\$ 1,500.00	\$ 1,575.00	\$ 1,622.25	\$ 1,622.25	\$ 1,671.00	\$ 1,722.00	\$ 1,774.00	\$ 1,774.00	\$ 1,827.00	\$ 1,918.00
<b>Dingy, Kayak and Paddleboard Racks</b>											
Resident	\$ 110.00	\$ 110.00	\$ 115.50	\$ 118.96	\$ 118.96	\$ 123.00	\$ 127.00	\$ 131.00	\$ 131.00	\$ 135.00	\$ 142.00
Non-Resident Property Owner	\$ 160.00	\$ 160.00	\$ 168.00	\$ 173.04	\$ 173.04	\$ 179.00	\$ 185.00	\$ 191.00	\$ 191.00	\$ 197.00	\$ 207.00
Non-Resident	\$ 220.00	\$ 220.00	\$ 231.00	\$ 237.93	\$ 237.93	\$ 246.00	\$ 254.00	\$ 262.00	\$ 262.00	\$ 270.00	\$ 284.00

\*= 2013 rates included changing lagoon slips to the same prices as buoys.

## 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 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 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 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. 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 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:

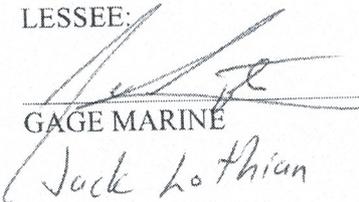
An area of Geneva Lake located east of the Riviera and south of Flat Iron Park sufficient for the location of four (4) mooring buoys (see buoy location drawing attached hereto) and ten (10) boat slips. Said area includes the surface, below the surface, the bed of the lake and the air space above the 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 two seasons, (2019, and 2020), each 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 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 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. 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.

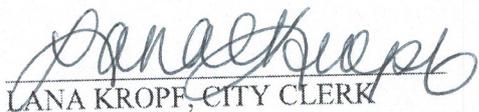
7. The said Lessee shall provide public liability insurance in the aggregate amount of One Million and no/100 (\$1,000,000.00) Dollars covering the event of death or injury to one (1) or more persons and the Lessee shall furnish a Certificate of Insurance coverage to the City Clerk of the CITY OF LAKE 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, 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:

  
GAGE MARINE

Jack Lothian  
GM - Lake Geneva Cruise Line

  
LANA KROPP, CITY CLERK

CITY OF LAKE GENEVA

  
TOM HARTZ, MAYOR

**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

**PIERS, HARBORS & LAKEFRONT COMMITTEE MINUTES  
WEDNESDAY, FEBRUARY 19, 2020– 5:30PM  
CITY HALL, CONFERENCE ROOM 2A (UPPER LEVEL)**

**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

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

**WEDNESDAY, FEBRUARY 19, 2020– 5:30PM**

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

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.

## 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:

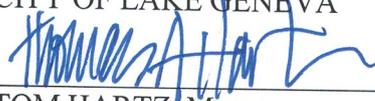
An area of Geneva Lake located east of the Riviera and south of Flat Iron Park sufficient for the location of ten (10) mooring buoys (see buoy location drawing attached hereto) and four (4) boat slips. Said area includes the surface, below the surface, the bed of the lake and the air space above the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

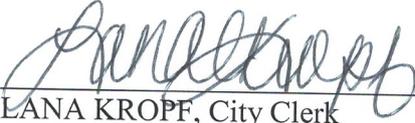
2. It is expressly understood and agreed that Lessee shall have the exclusive right to use the above described areas and facilities for its own use or for rental to the public. Said use shall be in furtherance of the business conducted by the Lessee.
3. Lessee shall conduct his business using the above 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 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 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 1<sup>st</sup>, 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 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:  
  
\_\_\_\_\_  
LAKE GENEVA BOAT LINE, INC.

CITY OF LAKE GENEVA  
  
\_\_\_\_\_  
TOM HARTZ, Mayor

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