



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

**PIERS, HARBORS, AND LAKEFRONT COMMITTEE
TUESDAY, MAY 11, 2021 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:

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4. You can provide public comment on agenda items by appearing in person or by emailing your comments to the Clerk at cityclerk@cityoflakegeneva.com or you may deliver your written comments to the City of Lake Geneva City Hall, 626 Geneva Street, Lake Geneva, WI 53147. All written comments must be provided to the Clerk by 4:00 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. Comments from the public limited to 5 minutes, limited to items on this agenda
4. Harbormaster Report
5. Discussion/Recommendation regarding the approval of the April 13, 2021 Piers, Harbors, and Lakefront Committee minutes as prepared and distributed
6. Discussion/Possible Recommendation regarding tenant merchandise/product sales at the first floor shops of the Riviera
7. Discussion/Recommendation regarding issuance of Request of Proposals (RFPs) for Piers and Buoy Services
8. Discussion/Recommendation regarding Pier Lease Agreement with the Lake Geneva Boat Line
9. Discussion/Recommendation regarding Amy Krause Letter requesting school activity on piers
10. Discussion/Recommendation regarding the CD3 Boat Cleaning Machine
11. Discussion/Recommendation regarding possibly combining Lagoon Boat Slips 31 and 32 into one slip
12. Adjournment

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

cc: Aldermen, Mayor, Administrator, Harbormaster, Media

**PIERS, HARBORS, AND LAKEFRONT COMMITTEE MINUTES
TUESDAY, APRIL 13, 2021 5:00 PM
CITY HALL, COUNCIL CHAMBERS**

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

Chairperson Yunker called the meeting to order at 5:00 p.m.

Roll Call

Present: Yunker, Howell, Hedlund, and Dunn

Absent: Straube

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

None

Harbormaster Report

Harbormaster Russell addressed the committee regarding several items that he has been working on. He noted that the Viply app will be going live for the 2021 beach season. He added that the deadline for signed contracts for buoys and slips to be received has passed. He explained that he will be contacting individuals to work on filling those empty slots. He noted that he has been working on implementing certain procedures to help identify waitlist applicants wishes for slip/buoy placements. This would alleviate multiple phone calls trying to obtain specific location from those wishing to be on the waitlist.

Straube joined the meeting at 5:05 p.m.

He added that he would like to update forms for this and have them uploaded to the website as well.

Motion by Hedlund to have this item come back before the committee for further discussion, second by Howell. Motion carried 5-0.

Discussion/Recommendation regarding the approval of the March 9, 2021 Piers, Harbors, and Lakefront Committee minutes as prepared and distributed

Motion by Howell to approve, second by Hedlund. No discussion. Motion carried 5-0.

Discussion/Recommendation regarding the CD3 Boat Cleaning Machine

Bob Morava addressed the Committee on behalf of the Geneva Lake Environmental Agency. He noted that the machine would aid in cleaning and education of bot cleaning. This is a portal unit that would be used to vacuum the outside of the boat before and after launching. It can also vacuum out the live wells on boats. This would help boaters to, not only understand the invasive species that could be detrimental to the lake, but would also help abate them. He added that the battery life span of about seven years. The costs associated with these machines will start with the municipalities, but that the Geneva Lake Conservancy has received grants to help pay for these machines. Other environmental agencies have also come forward with additional funds. The machine has been ordered and is set to arrive in late May/early June of 2021. The Geneva Lake Environmental Agency will be facilitating the overseeing this machine. They will also encourage boaters to use the machine and take that opportunity to educate. Any water that is taken off any boat will be held and will be disposed of outside of the watershed; he added that this could be done by a waste management company.

He is asking for the committee of the approval and is looking for a good location to have this machine on a traveling basis. He added that the education of this machine would be targeted more so to pleasure boaters versus anglers; the data has shown that anglers are very in tune with the clean waters initiatives already. This also wouldn't cost the boaters anything to use.

Hedlund noted that he would be disappointed if this was not approved.

Howell noted that he would like Mr. Morava to research with City staff, on where this machine would be placed and come back at the next month's meeting for consideration. No action taken.

Discussion/Recommendation regarding possibly combining Lagoon Boat Slips 31 and 32 into one slip

Yunker noted that these slips are very tight and it's hard to get a boat in/out. Habormaster Russell noted that these slips have not been leased in quite some time. He noted that these could be combined for parallel tie up to the pier, ask the Lake Geneva Boat Line about leasing them for the business or turning them in to resident, jet ski only. He added that he would like to see how it looks when the lagoon is full with boats and would like to study the layout.

Motion by Howell to continue until the May 2021 meeting for further research, second by Straube. Motion carried 5-0.

Adjournment

Motion by Hedlund to adjourn, second by Straube. Motion carried 5-0. The meeting adjourned at 5:34 p.m.

Dear Mayor Klein, David Nord, Piers, Harbors, & Lakefront Committee, and Whomever else this may concern:

We are writing this letter in hopes for reconsideration of the current decision on the sale of popcorn at the Riviera. After years of debate, the Riviera has been deemed an open market with no exclusivity on products until recently. We have been told to take out popcorn, a product we have sold for 34 years, and feel as if we are the only tenants being asked to remove products. We believe that we should still be able to sell popcorn based on the following facts:

- We purchased all three shops at the Riviera and all purchases and products were approved by the city council. We even had exclusivity on these products, along with a first right or refusal of the lease.
- We have sold popcorn the **entire** time we have been in business.
- The Riviera was originally a closed market where shops had exclusivity on products. Everything had to be approved by the city. Internal issues arose within city politics, the Riviera was neglected, no rules were enforced, tenants started selling the same products, and a great deal of fighting and hostility started. City Attorney, Mike Riley, stepped down and Attorney Draper was brought in. Meetings were held and Attorney Draper said that an open market is “healthy competition and the American way”. To control products, ensure and approve exclusivity, and enforce all these rules would be a “nightmare as we were already seeing.” The Riviera was voted to be an open market and that the city wouldn’t control products.
- Nina’s Popcorn sold “KETTLE CORN”, which they claimed was a different product from ours because it was made in a Kettle. Therefore, they claimed their products were technically not duplicated.
- To adapt and increase our marketing strategies in lieu of healthy competition, we incorporated heating popcorn cabinets into our countertops, invested in new and larger machines to make better popcorn, and bought cheese machines to use real cheese.
- If the rules are followed and enforced as stated in the lease, as they should be, there should be no hostility amongst tenants, despite selling similar products.

We have been ideal tenants for over three decades and are selling the same products that we always have. We have invested a great deal into equipment to compete in an open market. We paid to store all equipment by suggestion of the city, to later be told we lost “Space A.” We can’t afford to make all of the changes the city wants us to, pay for plumbing and electric, lose one space entirely, remake counters, buy new equipment and find new products, especially with a one year lease. If the city truly enforces the lease as stated, not like the last several years, we should all be able to civilly maintain and sell the products we have all carried. We ask that you please reconsider this decision so we can continue to run the business that has served over three generations of returning customers to the Riviera. Please let us know how and if we need to go on a particular agenda or how to proceed.

Sincerely,

Del, Kristin & Kerri Carlson

PIER LEASE

THIS AGREEMENT, made this 12th day of March, 2012, 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., a Wisconsin corporation, party of the second part, Lessee, hereinafter called the Company.

WITNESSETH:

1. That the said City does hereby lease and let to the said Company under all the terms and conditions hereinafter set forth the following described piers, office space, and other areas (hereinafter "rented premises." The rented premises described in paragraphs 1a and 1c are shown on the attached Exhibit B):

- a. The North Twenty-One feet (21') of the boat ramp which is located at the Northeast corner of the wall to the Riviera building, also commencing at the North edge of said ramp, thence North along the edge of the seawall Two Hundred Twenty feet (220') which shall include the current pier with the same dimensions and configuration located in riparian areas adjoining said seawall, provided that no piers may be extended to a length more than ninety feet (90') and in no way shall block or impede the flow of traffic in Fore Bay.
- b. The room used for storage in the northeast corner of the Riviera building.
- c. The seventy-two foot (72') pier located in the area described in paragraph 1(a) above,
- d. Pier No. 3, known as the East pier, together with such unobstructed and uninterrupted use as is reasonably necessary of the operation of the business of the Company and its use of the leased premises of the water adjacent, under, and surrounding said Pier, including the bed of the lake and the air space above the surface. The City shall maintain said Pier and maintain and operate all outside lighting on and connected with the leased premises. Company shall not make any changes to Pier nor construct any structure on, near or under the pier without obtaining City approval in advance. The use of Pier N. 3 is subject to the provisions of paragraph 2 below.

2. The Company will have the right to use the west side of Pier 3 which shall be used for daytime public parking. It is understood the Company will charge for daytime parking. It is further understood that the Company shall be allowed the use of Pier 3 for overnight parking. It is understood that the Company may charge for overnight parking. The aforesaid leased premises shall be for the exclusive use by the Company for dockage and the transaction of business necessary and convenient in the conduct of its charter and boat business, except that the area described in subparagraph "d" above, shall be used in common with the general public who may use the pier, including fishing to the extent that that activity does not interfere with the Company's business. Nothing herein contained is intended to create any rights in the general public that do not already exist. Subject to maintenance and special events authorized by the City, the Company shall have complete, free, uninterrupted and unobstructed access to the leased premises over and above all approaches leading to said premises either by the walks on the East and West side of the Riviera building and to Wrigley Drive and Broad Street or through the concourse running from the North and South of the Riviera building when said concourse is open to the public and not secured by security gates or devices.

3. The Company must comply with DNR regulations pertaining to the fueling of boats on inland lakes. This includes having a proper caddy for transporting the fuel from a vehicle to the boats and the removal of the caddy from the premises. The fuel caddy cannot remain on the premises except for the actual fueling of the boats. Lessee shall comply with all City fire and safety regulations. Any costs incurred due to injury to persons or property shall be borne solely by the Company. Company shall assume full and complete liability for damage to persons or property for any leakage from the tanks, or damage emanating from such equipment, and shall be solely responsible for any and all damages resulting from any leakage, use or maintenance of any fuel tanks, excepting any damages caused by the City or the City's agents, employees or contractors. Further, Company shall indemnify and hold City harmless from any damage to any person including reasonable attorney's fees incurred by the City in defending any such claims or action for any claims arising out of the use or maintenance of any fuel tanks, and equipment owned and maintained by Company on City property.

It is expressly understood and agreed that Company shall have the exclusive right to use the above described areas for the following:

- a. Exclusive right to rent at Riviera premises power and other boats for boat rides, water skiing, fishing, motorized power boats not to exceed thirty feet (30') in length.
 - b. Exclusive right to rent at Riviera premises power and other boats for boat rides or rentals, water skiing and water sports in general from rented premises; boats not to exceed thirty feet (30') in length (exclusive of Gage Marine rights).
 - c. For the sale of marine supplies generally.
 - d. Exclusive right to rent at Riviera premises sailing craft, with or without motor, no limit on length.
 - e. Exclusive right at Riviera premises to carry passengers for hire in sailing craft, with or without motor, no limit on length.
 - f. To carry on all other activities necessary and incidental to the uses set forth above, including the right to maintain the existing ticket office on the 90-foot (90') pier described in paragraph 1(c) above. Provided, however, that no structure shall be erected upon any of the leased premises without the written permission of the City.
 - g. Company shall have the right to rent wave runners, jet skis, or similar personal watercraft.
4. The said Company shall not unreasonably obstruct the common ways and shall keep the premises in a neat, sanitary, and presentable condition at all times.
5. The said Company shall pay for its own electric lights on the facilities over which it has exclusive control on a metered basis.
6. Lake Geneva Boat Lines, Inc., is not responsible for wear and tear on the pier, but will be responsible for damage to piers by abuse of renters of equipment or employees. The Company will be responsible for normal cleaning and sanitation of the leased pier area, provided, however, the Company shall not have any cleaning or sanitation

responsibilities during the months of November, December, January, February and March of each year.

7. The term of this lease shall be ten (10) seasons, commencing April 1, 2012. The Company's seasoned occupancy of premises shall commence April 1 and ending November 15 of each year.

8. Rental payment for Pier NO. 3, and the other location describe in 1, a,b,c, and d, for the first year of this lease, shall be in the total amount of \$30,447.83 per year.

9 The parties agree that the rent for the above facilities described in this paragraph shall be adjusted upward annually at the rate of 3%.

10. The parties agree that parking in the Riviera Drive shall be limited to parking for loading and unloading only and shall be permitted only for the period of time posted by the sign in the loading and unloading area. No other parking shall be permitted.

11. All rents unless specified otherwise herein shall be paid in two (2) installments of one-half ($\frac{1}{2}$) each with the first installment due on July 15 of each Lease year and the second installment due on August 15 of each Lease year.

12. The said Company shall obtain public liability insurance in the aggregate amount of One Million and no/100 Dollars (\$1,000,000.00) covering the event of death or injury, and in the aggregate amount of One Hundred Thousand and no/100 Dollars (\$100,000.00) covering the event of property damage and said Company shall furnish a certificate of such insurance coverage to the City Clerk of the CITY OF LAKE GENEVA within fourteen (14) days of the execution of this Lease. The Company shall provide a current certificate of insurance that shall name the City as an additional insured and shall provide for a thirty (10) day notice in the event of cancellation.

13. The City shall not be held responsible or liable for any damage or loss to the Company's property.

14. It is definitely understood and agreed that if the said Company shall default in any of the covenants and agreements herein contained or shall fail to operate and use the premises for the purposes set forth above or shall fail to pay the rent when due, and, if the Company shall fail to cure the same within 14 days of written notice to the Company (provided, however, if the same cannot be reasonably cured within that time, then said time shall be reasonably extended provided the Company initiates said cure within said time and diligently pursues said cure), then the Common Council of the City of Lake Geneva may terminate this lease. The business of the Company is to be conducted in a business-like fashion insuring the safety of the public and the adherence to all local, state and federal ordinances or statutes. In the event the public safety is endangered or the public laws violated and if the Company shall fail to cure said endangerment or violation within 14 days of written notice to the Company (provided, however, if the same cannot be reasonably cured within that time, then said time shall be reasonably extended provided the Company initiates said cure within said time and diligently pursues said cure), then the Common Council of the CITY OF LAKE GENEVA may terminate this Lease.

15. It is further provided that no assignments or sale of the Company's rights under this Lease shall be made either by the Company or through voluntary assignment or bankruptcy, or under execution, and any attempt of voluntary or involuntary transfer shall render this Lease null and void.

16. It is agreed between the parties that construction of any new improvements by the Company may not be done without the written consent of the CITY OF LAKE GENEVA.

17. The Company agrees not to change any locks installed in doors, passages, service cabinets or other real estate without the express written of the City. In the event any locks or keys have been changed by the Company in the past, the City shall have the right to require said locks or keys to be returned to their original condition at Company's expense. The City shall also have the right to require keys to any Company

facility in the event of emergency including but not limited to fires or emergency repairs. The Company shall be responsible for all costs incurred for additional keys under this provision.

18. The Company shall have the right to remove all trade fixtures upon the termination of the Lease. Fixtures that have been attached to the building in any way may only be removed if any and all damages due to the attachment or removal can be corrected to the satisfaction of the City. Those fixtures that remain shall become the possession of the City following the Company's permanently vacating the premises. It is the responsibility of the Company to maintain their signs on the building in accordance with all applicable building and zoning regulations.

19. Any requirement in this Lease for approvals shall be deemed to require written approval from the appropriate party to the Lease. The officers or authorized agents or employees of the appropriate party to the Lease shall sign said approvals.

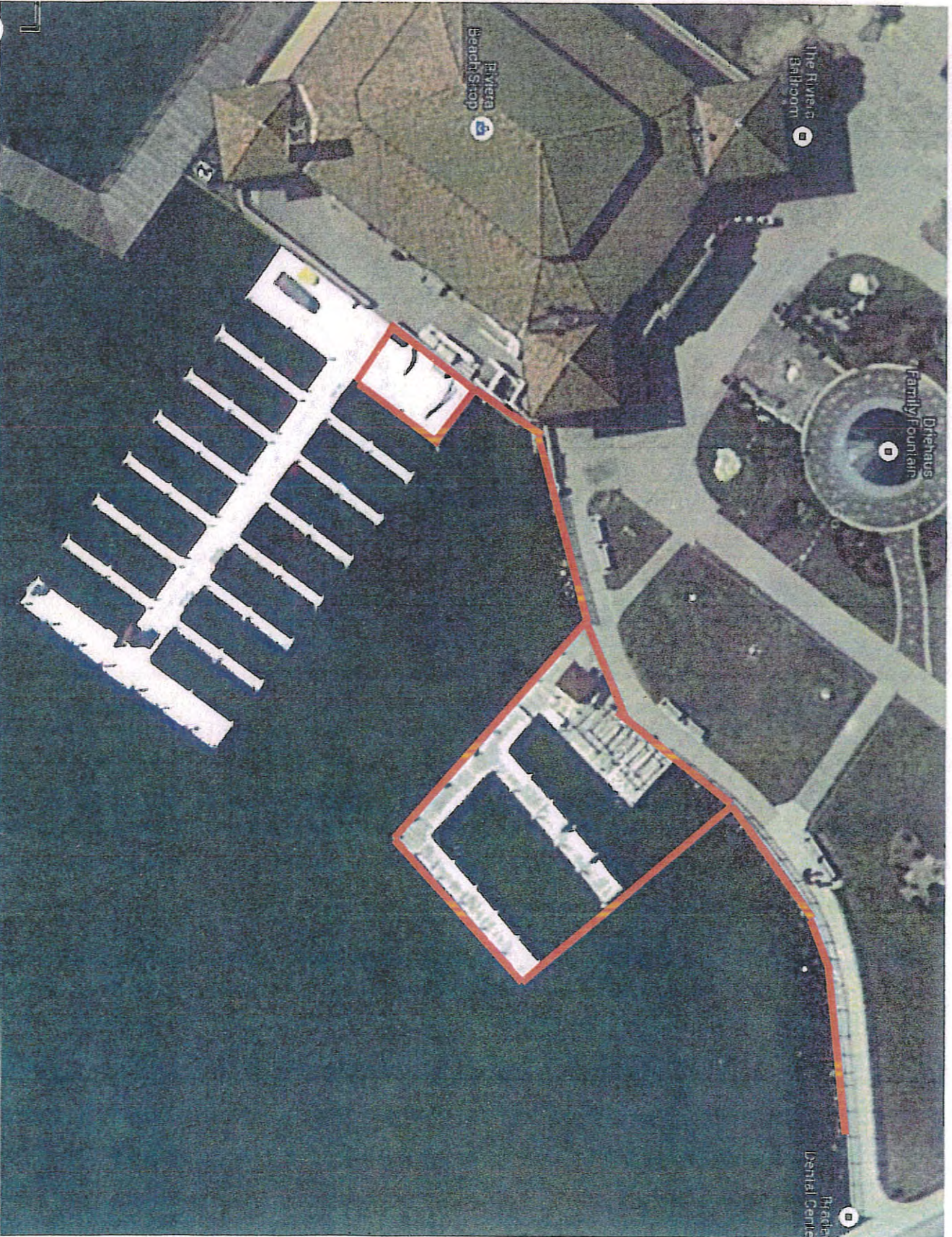
20. All parties have read this Lease and understand its terms and conditions and intend to be legally bound by all of the terms and conditions of the Lease.

21. It is understood and agreed by the parties that the facilities being leased are not public utilities.

22. If the premises leased hereunder or any part thereof is destroyed or damaged by tornado, fire or any other cause, the City agrees to promptly and expeditiously repair and restore the premises. The Company's rental charges and license fee payment under the License Agreement shall proportionately abate, in whole or in part based upon the damage or destruction until completion of the repairs or rebuilding.

IN WITNESS WHEREOF, the CITY OF LAKE GENEVA has caused this Lease to be executed by the Mayor of the CITY OF LAKE GENEVA, countersigned by the City Clerk, and sealed with its corporate seal, and the said LAKE GENEVA BOAT LINE, INC., has caused this Lease to be signed by its President, countersigned by its Secretary, and sealed with its

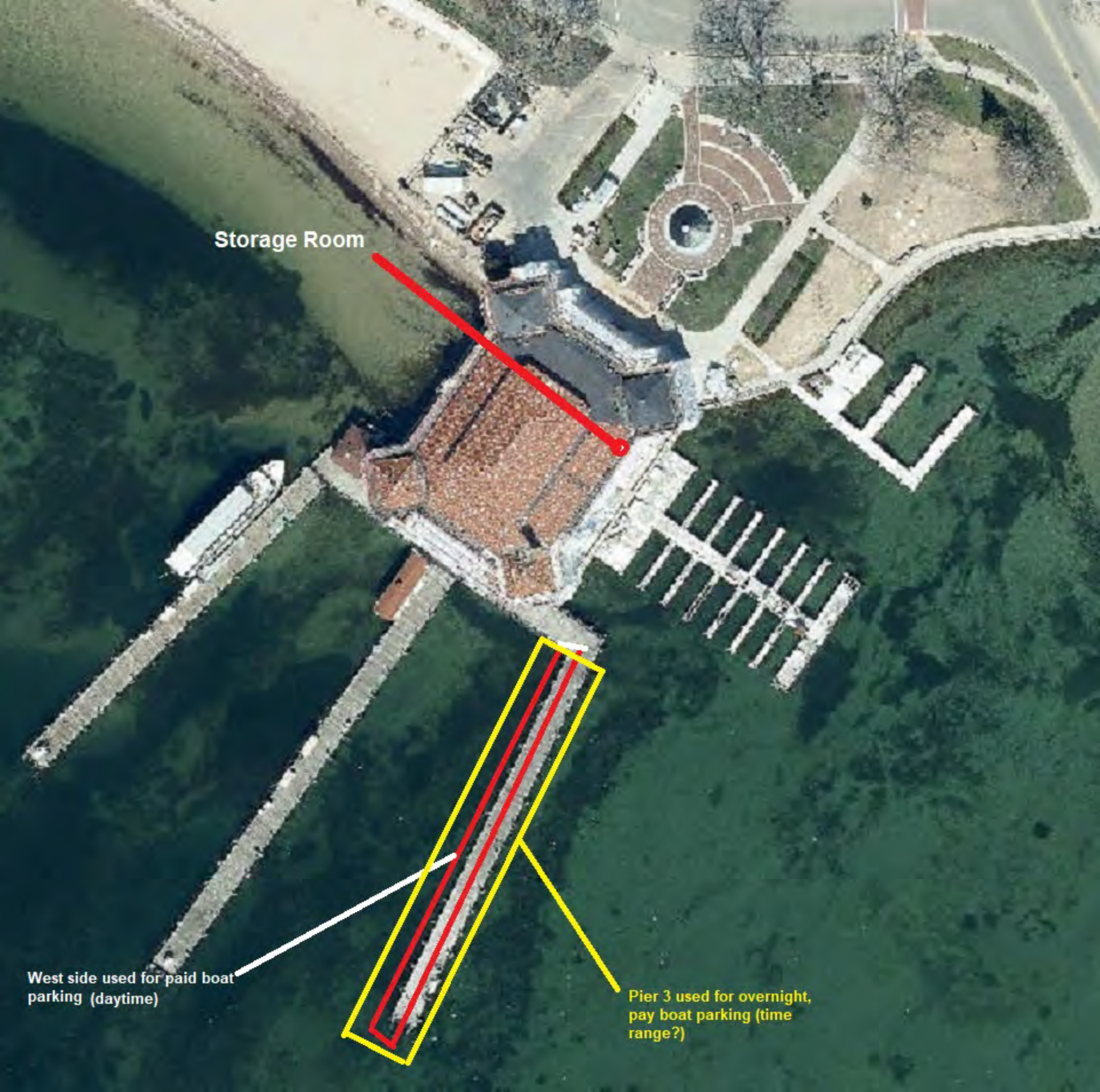
EXHIBIT B



Storage Room

West side used for paid boat
parking (daytime)

Pier 3 used for overnight,
pay boat parking (time
range?)





CD³ Systems Educational Kiosk Custom Wrap Overview

Engage the public at access sites with custom AIS information, community partner decals & specific call-to-action on all sides.*



CD³ Station/Wayside/Trailer:

Top left: 41.8" x 20.3"

Top right: 41.8" x 20.3"

Bottom: 110" x 25"

CD³ Outpost:

Request dimensional templates

Material: 180-10C, laminated vinyl with UV protection



* All CD³ Systems will come standard with operational instruction decals, legal disclaimers and button functions in middle panel area for on/off of lights, vacuum & blower.

CD³ General Benefit Corporation

www.cd3station.com | stopais@cd3station.com | 612.467.9441

Patent Pending | Made in USA | © 2019

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County-Wide Prevention Infrastructure: Hennepin County

CD³ Case Study

The Problem:

Located within the Minneapolis-St. Paul metro area, Hennepin County is home to over 60 public boat ramps that span the urban to rural spectrum. Ownership of public accesses is shared across many state and local government agencies. This presents challenges for regional standards for prevention actions.

Hennepin County is a leader in the State of Minnesota in the development of behavioral cues including signage, pavement markers, arrows, and cleanout zones at public accesses. After covertly observing behaviors of boaters without staffed inspectors, they realized that these efforts were not enough for the public to take 24/7 action.



The Solution:

Starting in 2017 the county began investing in CD³ Waterless Cleaning Systems as a pilot to see if CD³ systems can facilitate positive behavior changes and empower the day-boating public to self-decontaminate boats by cleaning, draining, and drying.

“Arrows away from the launch to a ‘Stop Here’ pavement markers or sign have really worked to increase awareness and develop behavior patterns that direct people to use the tools.” Stated Tony Brough, Senior Water Resource Planner. He continued, **“After seeing how well this worked, we realized that on some sites multiple units will help move boaters away from the launch in periods and increase prevention actions.”**

The county also developed an AIS community engagement strategy that provides grants for CD³ Systems for partners that would help take on operations and maintenance of the equipment. By the end of the 2019 boating season, three local government agencies, two lake associations and one non-profit have partnered with the county to procure and manage CD³ systems at 8 locations.



The Results:

Over the first season in 2017 at 3 public access locations, CD³ Systems logged over 6,000 tool uses. In 2018, the tool use increased by 50% and the county had covert observations of boaters and determined that with CD³ Systems present there is a 70% reduction in AIS violations. In 2019, with 7 CD³ systems in the county, the equipment had nearly 25,000 total tool uses. Accessible 24/7, CD³ Stations had been proven to extend AIS budgets and that the public used the equipment. CD³ Stations will be part of the AIS plan and budget options for the foreseeable future of Hennepin County.



SALE OR LEASE CONTACT:

stopAIS@cd3systems.com | 612-467-9441
cd3systems.com



EVERYBODY LIKES A CLEAN BOAT™

MADE IN MINNESOTA, USA

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From: [Joan Yunker](#)
To: [City Clerk](#)
Subject: FW: pier question
Date: Tuesday, May 4, 2021 11:38:54 AM

Hi Lana
I'd like to include this letter for piers agenda
Thanks
Joni

Sent from [Mail](#) for Windows 10

From: [Amanda Krause](#)
Sent: Friday, April 30, 2021 7:08 AM
To: [Joan Yunker](#)
Cc: [Zach Ott](#)
Subject: pier question

Hi Joan,

My name is Amanda Krause. I am the band director at Lake Geneva Middle School, as well as a resident of Lake Geneva.

As an incentive to our students, my colleague and I made a deal with all 300 6th-8th grade band students. If they all completed their virtual final performance on time we would bike off of a ramp into Lake Geneva. Against all odds... they accomplished that goal.

I have connections to the cruise line, but I also know that the end of both cruise line piers are filled with ice chests etc. making it not possible to safely bike off of the end.

Would it be possible for us to put a temporary bike ramp that we build ourselves and bring and remove day of (we are talking 15-30 minutes) to the public pier in front of the Riv and record ourselves biking into the lake? We will be safe, won't damage anything, and will be sure to clean up anything on the pier and or the water.

I reached out to our school police office who talked to Lt. Gritzner. He lead me to you. Please let me know if we can do this and if you have any other questions.

--

Amanda Krause
Director of Bands

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