



City of Lake Geneva, 626 Geneva St, Lake Geneva, WI 53147- 262.248.3673- www.cityoflakegeneva.gov

CITY OF LAKE GENEVA HILLMOOR AD HOC COMMITTEE
THURSDAY, JANUARY 18, 2024 - 4:00 PM
LAKE GENEVA CITY HALL; POLICE TRAINING ROOM (UPPER LEVEL)

Members:

Mayor Charlene Klein, Deborah Beagle, David Quickel, Skip Atwell, Henry Sibbing, Adam St. Marie, Cherie Borowicz, Michael Krajovic, Fred Gahl, Celine Lillie, Karen Yancey, Paula Porbucan, Lawrie Weed, Norine Smyth, and Peggy Schneider

AGENDA

1. Call to Order
2. Roll Call
3. Approval of the January 4, 2024, Hillmoor Ad Hoc Committee minutes as prepared and distributed
4. Report from the Friends of Hillmoor
5. Presentation/Discussion and Possible Action concerning the proposed Living Amphitheater
6. Discussion concerning the most recent letter of intent from the YMCA
7. Report from committee members who attended a meeting with the YMCA
8. Next Meeting Date & Time: Thursday, February 1, 2024, at 4:00 pm
9. **Adjournment**

*This is a meeting of the Hillmoor Ad Hoc Committee.
No official City Council action will be taken; however, a quorum of the Council may be present.*

Hillmoor AdHoc Meeting 1/04/2024

Attendance

Present:

Mayor Klein
Dave Quickel
Skip Atwell
Henry Sibbing
Adam St. Marie
Cherie Borowiec
Michael Krajovic
Fred Gahl
Celine Lillie
Karen Yancey
Norine Smyth/Betty V.
Peggy Schneider
Paula Porubcan
Lawrie Weed

Absent:

Deborah Beagle

3) Approval of December 7, 2023 Hillmoor Ad Hoc Minutes:

- Correction to minutes: First Paragraph, meeting between the Y and the ABC group, should read, "Mike Kramp meeting with Mike Krajovic of the ABC committee." Not the whole ABC committee.
- Karen Yancey met with the superinendant and a representative of the school board

4) Review of the Mission Statement and Goals of the Committee

- "We envision Hillmoor as a cherished place where we enrich our lives by connecting with Nature, ourselves, and others. We have established five areas to be addressed as major objectives for improving the Hillmoor property.
 - Natural Preservation
 - Outdoor Recreation
 - Sense of Community
 - Connectivity to the City
 - High Quality Structures

5) Conservancy Report: Karen Yancy

- "Concerns were expressed about the tunnel under hwy 12. When the DNR was working on this they were also working on trails going under hwy 43. What Don Root and I are going to do this spring we are going to try to go up the river again and see what barriers we can get removed by the DNR.

- "There has been concern expressed about the trail system. The three of us will be making some adjustments to our plan and we will be doing two bridges instead of four. The city will be redoing the one that is there now which is budgeted to be replaced this year. The third bridge will be removed and one of the trails will be redone.

Paula:

- Question about the culverts, do you know anything about those and how they compare to our tunnels?
- What group made a decision to only have trails and bridges? Who made that decision?

Karen:

- No group made that decision, it's what we will have to do.

Paula:

- So you will come back to all of us with a revised plan?

Karen:

- Yes.

Paula

- So, when will we have that?

Mike Krajovic:

- So your committee will come up with a draft that presents to us?
- Would you be open if we sent you suggestions while you were working on it?

Paula:

- Yes, that would be great.

Mike K:

- Is the money that would be applied to the state, is that money that would be given to the Geneva Lake Conservancy and then the city gives that money to the GLC?

Karen:

- No, so the funds will go to the city, and the public works department will get the estimates from the contractors.

Peggy:

- I have questions about the bridges. The Hillmoor bridges that go over the White River are the bridges that we have spoken about over the years but we didn't have the money for those over the years.

Mayor Klein

- I will double check but I believe they budgeted for that this year.

Paula:

- There are so many things involved in where bridges and trails go and how that integrates with all the other things we are doing on Hillmoor. Peggy's information is part of what we all need to be sharing with each other. Can we get all of this information so that when our group comes with the draft for the wetland trails we can be ready to talk about it instead of going back home and rethinking it. So if we can get that information ahead of time it would be helpful.

Mike K:

- If the city does have money for another bridge that could be used as matched from the grant.

Karen:

- I'm not sure if the money from the grant can be used like that.
- This company builds beautiful bridges.

Mayor Klein:

- Karen, you were kind enough to seek private funding and got 25k.
- I am also investigating other sources of donations to fund the matching grant.

Paula:

- Back to the kayak topic. I am concerned a bit about the safety of that. I seem to remember that we get extra points for having the kayak launch. Is that true? Would it jeopardize the grant application?

Karen:

- I would have to check. But I do not think it has anything to do with the grant.

Betty:

- I wanted to second the idea of everyone giving us information like Peggy's information.

Adam:

- Can you help clarify how many bridges and where they would be.

Karen:

- There will be two bridges in the wetland area and the third bridge the city is handling in the disc golf area.

6. Review of focus groups and their progress, including potential YMCA focus group

Adam: the Playground/Nature Center/Visitor Center can present in two weeks. We would need about 30 minutes for the presentation.

Mayor Klein:

- The YMCA has asked us to create a small group to explore their use of the Hillmoor
 - Peggy Schneider
 - Michael Krajovic
 - Fred Gahl
 - Skip Atwell

Fred Gahl: I believe we should be ready no later than the second week of February.

Lawrie Weed: We need hard numbers on the Golf Course.

Hank Sibbing: Maybe it's a good time for me to share what's on my mind. I think City Council saddled us with the job of creating a vision for what the community wants out there, not to figure out how to make it financially work. I believe once we present the vision we will need feasibility studies etc to really get an idea of how much these will cost. I just think we are going way beyond what we need to do at this time, we should present to council what we have so far and that we should let them tell us what they want us to do next.

Adam: Why haven't we made a motion to ask for funds to hire feasibility studies?

Fred: We would like these amenities so let's do a high level business plan to be able to figure these things out.

Betty: I believe we need more input from people under 50. We have only one person here with young kids and if we did some outreach and hear from more people. What I remember from the community was they wanted a safe place for kids to ride bikes and explore forests.

Fred: That's what we are doing. We are doing deductive reasoning to get to those conclusions.

Paula: I do not think it is our committees jobs to find funding sources for these items. I think our job is to come up with our master plan. Then I think it is up to the City to hire someone like Wayne to come in and do the Master Plan.

Fred: I don't think it's an individual's task but I do think it's our groups task to figure out a master plan and feasibility of that plan.

Hank: The ABC group did a great job with the zones.

Celline: We could present this plan in zones and say, this is a recipe card and there are alternatives you can consider.

Hank: I mean aren't we at the point after 12 months where we can talk about this stuff.

Celline: We can tell City Council this is what we think we can do in these areas, what do you want us to do about it?

Hank: We will need some money to figure this out.

Fred: Isn't it time to make a motion or put something on paper of what we have in mind here and get some feedback from them? Can we do that by February?

Mayor Klein: We need all the sub groups to submit and present their research by the end of February.

Mike K: My message to the groups would be do the best you can with cost estimates.

Karen: I like Hanks idea of placing on a master plan where we think these things should go.

Mayor K:

The scenario that Karen said is where we want to go. We want to have a general plan on paper and present that to the public. But we know that costs are going to vary.

I think that if we plan to do this by the first of march then that would be a good timeframe.

Why don't we follow up with Wayne about how much a preliminary plan could be. You also mentioned you might have a source of funding for that?

Karen: Possibly.

Adam: I think we should take the zoning plan put out by the ABC group and then ask for money from City Council to hire a Master Planner to present our plan in a way that is well branded and visually stunning.

Karen: Yes, I agree.

Cherie: Yeah that sounds right.

Hank: Yes, I also Agree. Once we get this plan out we can have public input on this plan. We can hear what they like.

Dave: My son gave me the best opinion on this and that was that it took 18 years before they built a fountain in Central Park. But if we don't have enough money in the City to even go clean up Hillmoor then what are we talking about money to spend on presentations.

Hank: It would be good to know if City Council didn't want to spend any money on Hillmoor. Then we can stop wasting time.

Fred: To Betty's point, when we

Mike K: Mayor, are you thinking of holding public input session? It's been about a year so to me there would be no harm in having another session in January rather than waiting until March, asking for money, getting it in June, then we could have some more input from them.

Karen: I thought we wanted to wait until we had a professional presentation?

Fred: My opinion is that if we went and had an open session people would be wondering what we have been doing this last year.

Celline: We can show them our map and have placeholders for different ideas.

Adam: I think we can print out posterboards with ideas and present them on eisels and have a public input session with the materials that we have. We can get the professional version after that meeting.

Mayor Klein: Karen, can you reach out to Wayne and find out about the cost for a preliminary master plan for presentation and visuals?
Also the road work got moved to 2027-28

Celline: Do you know how much input the City has on hwy 50? Does the DOT say here is where the entrance to Hillmoor can be or can the City say here is where we have the entrance.

Hank: It seems like what we do with Hillmoor would effect this? Seems like we need to plan this with them.

Adam: Are we setting a date now for Public Input?

Paula: I think a Public Input in March would be good?

Mayor: Yes, let's talk about a date next time we meet.
- Anything else for today?

Mike K: Motion to Adjourn 5:33 pm

Karen: Second

All in Favor.



The Hillmoor Living Amphitheater

*A pastoral daytime place for
meditation, performance and events*



FOR MUSIC

Acoustic and Low Decibel

Lake Geneva Symphony Orchestra Quartets

Midwest Young Artists Quartets and Quintets

Lake Geneva Chapter of the Lyric Opera

Memorable events

Beautiful Weddings




A low-angle photograph of ballet dancers' feet in white tutus and pointe shoes on a stage floor. The dancers are in a line, with their feet pointing towards the camera. The lighting is dramatic, highlighting the texture of the tutus and the soles of the shoes.

Performance

Broadway Academy of Dance

Puppeteers



Meditation and respite

Lectures and special programs for kids of all ages

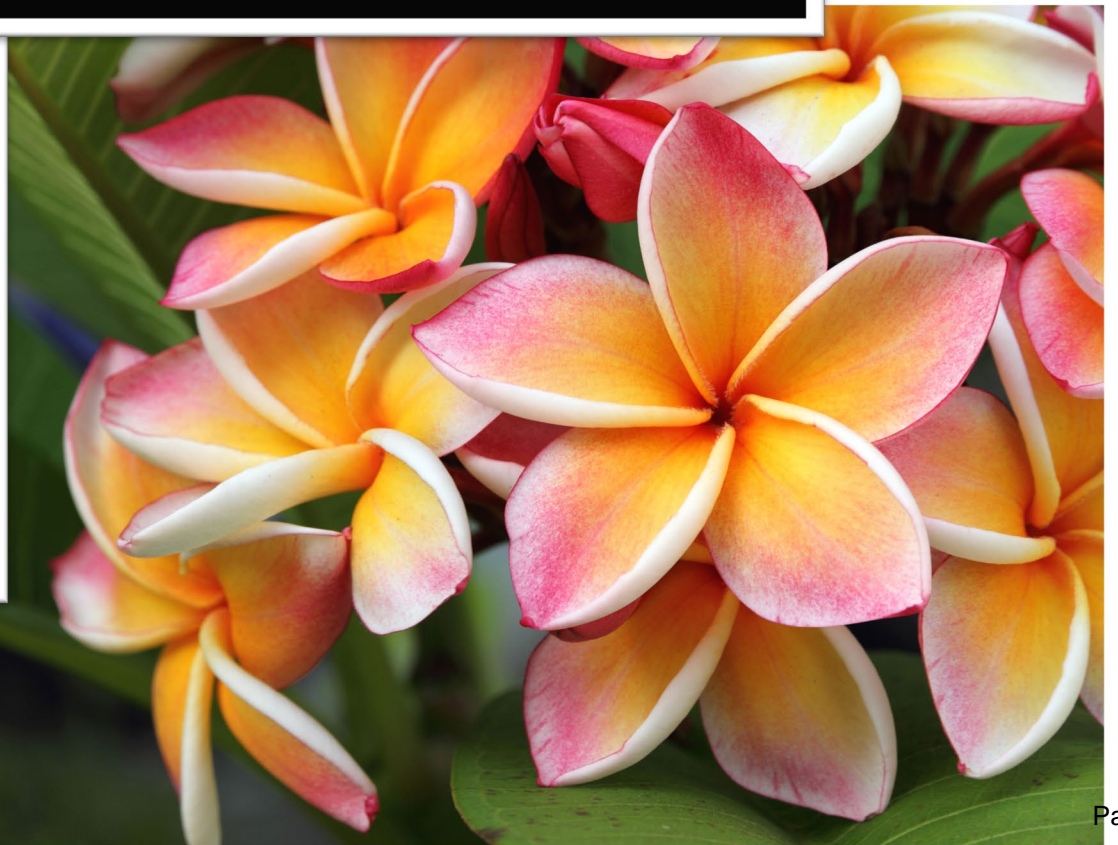


Lake Geneva Library programs

GLAS Education



Nature programs



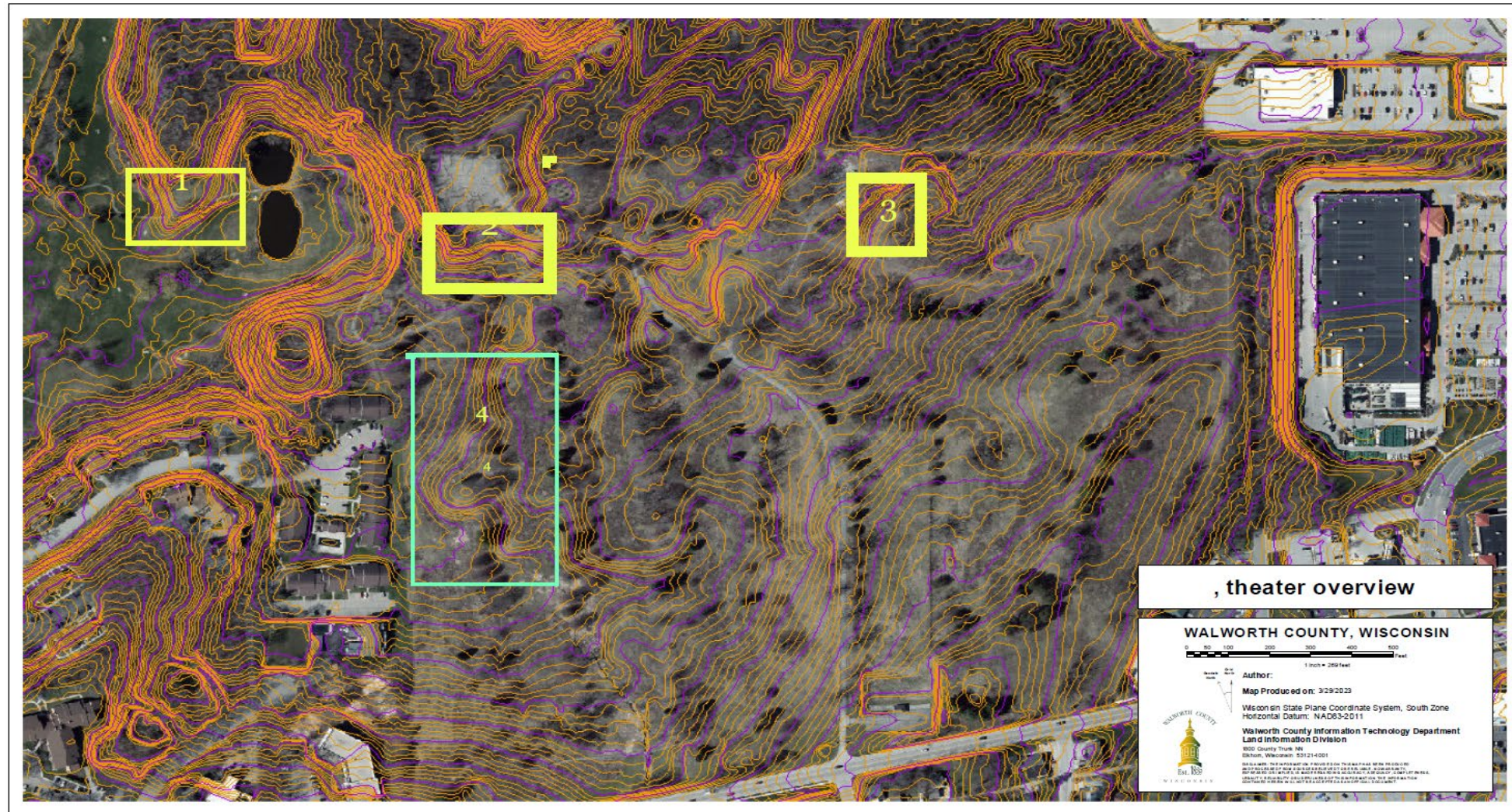
Small theatrical productions



Whitewater Shakespeare Players and Poets



Where?



When? ASAP!

- Would not take long to construct initially so that the community can start enjoying



The Cost (aprox./tbd)

- Engineering – 10K
- Excavation – 50K
- Stonework – 50K
- Stage, electricity, etc. – 100K

Funding Initiatives

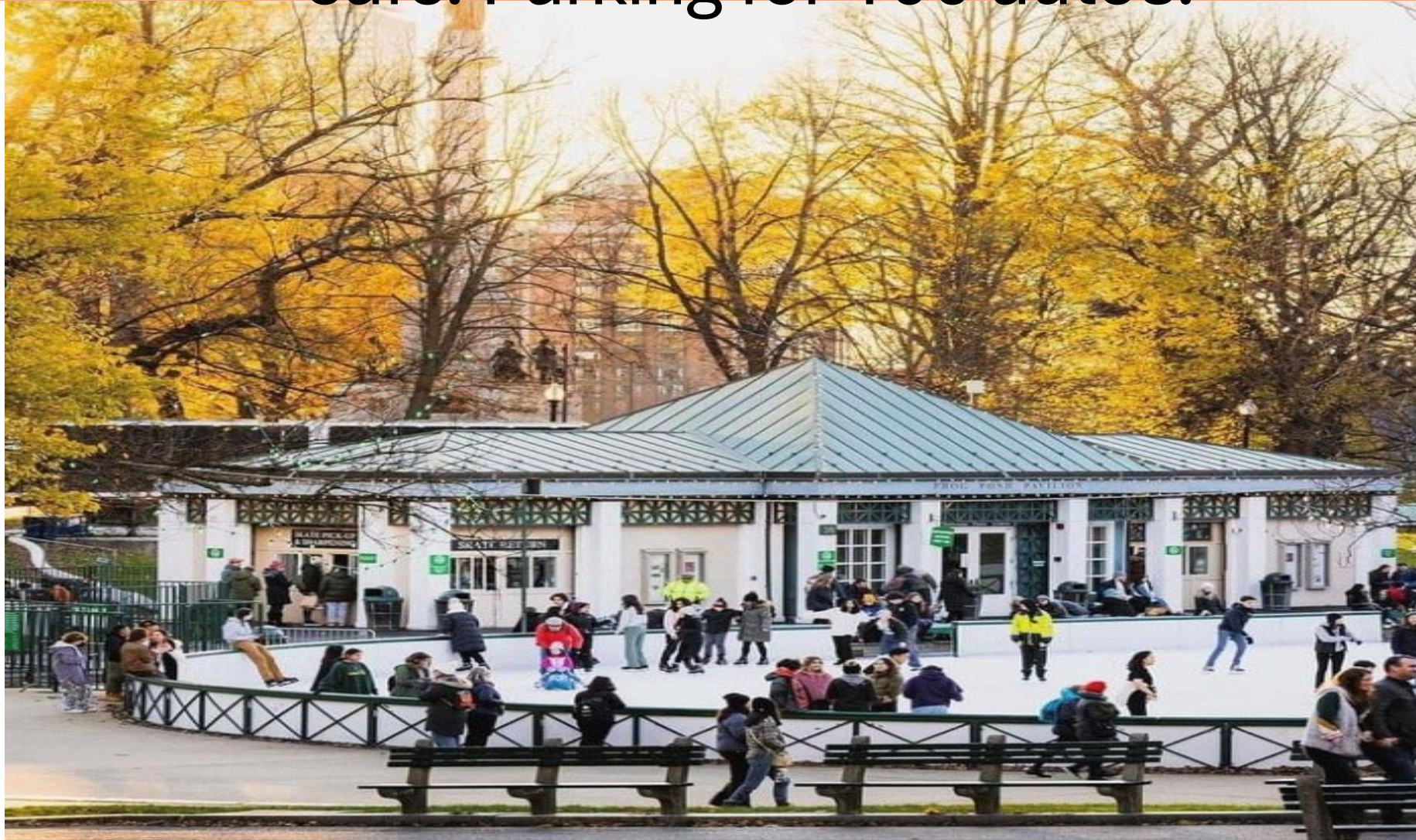
- Private Donations
- Crowdfunding
- Naming rights
- Life insurance and annuities
- Cooperative initiatives
- Other revenue from rentals
- Borrowing



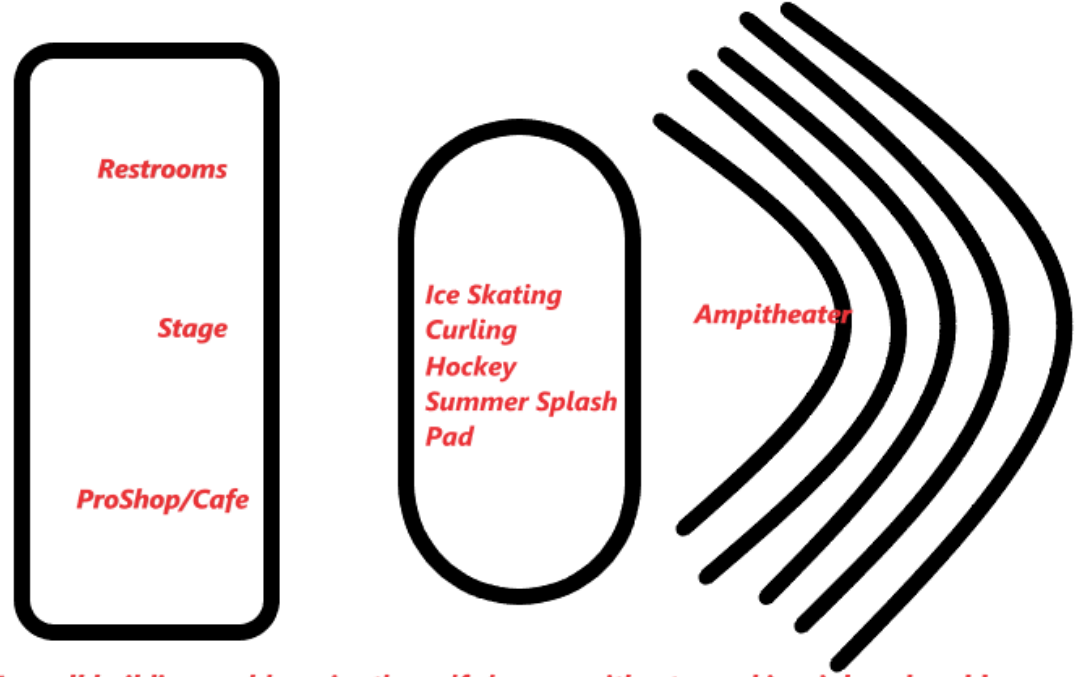
The Value

- *Decades of enjoyment for Lake Geneva!*

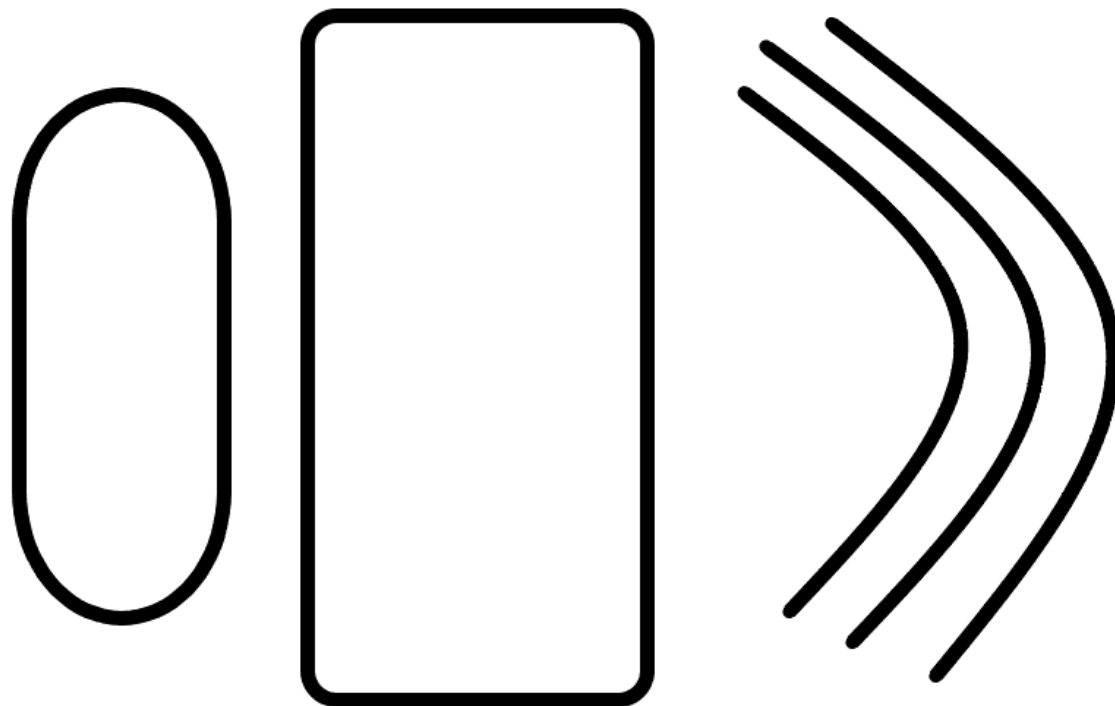
Integration – one building to service the amphitheater, ice rink, club house, restrooms and café. Parking for 100 autos.



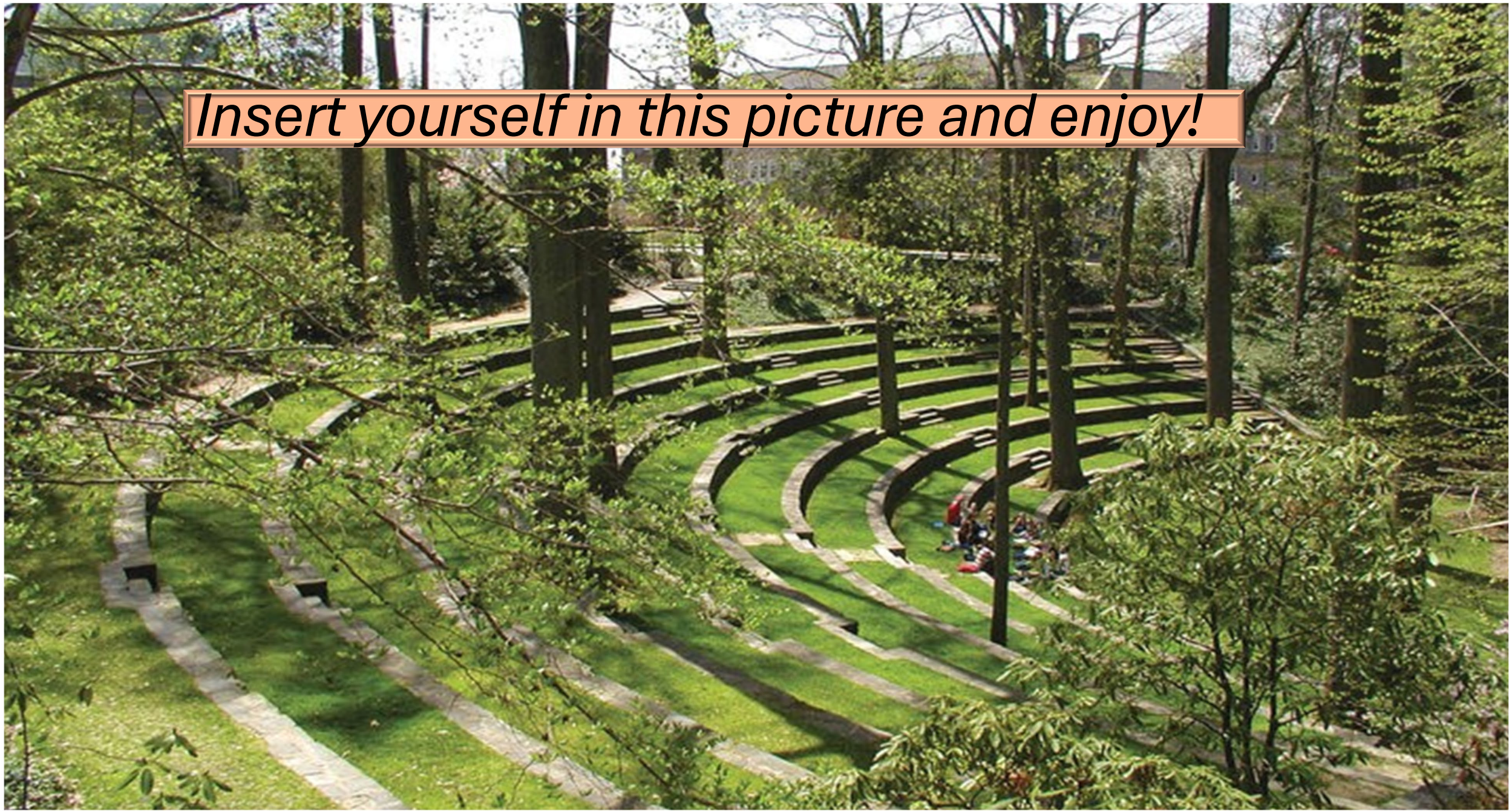
*Proposed configuration of Integrated spaces at Hillmoor
which would leave a majority of the land open*



A small building could service the golf shop, ampitheater and ice rink and could be constructed to resemble the old train station. The ice rink could be used in the summertime as more seating area for concerts.



Insert yourself in this picture and enjoy!





**FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY**

January 15, 2024

Mayor Charlene Klein
City Council Members
City Staff (Administrator, Attorney, Clerk)
City of Lake Geneva
626 Geneva Street
Lake Geneva, Wisconsin 53147

Dear Mayor Klein, City Council Members & Staff:

The purpose of this letter is to set forth a summary of the principal economic and legal terms upon which Geneva Lakes Family YMCA (Purchaser) proposes to acquire a part of the real estate known as the former Hillmoor Golf Course located at 333 E. Main Street in Lake Geneva. The proposed acquisition by the Purchaser would include approximately thirty-eight (38) acres of land located north of East Main Street and west of Peller Road in the City of Lake Geneva. The property is further described as part of certain Permanent Property Index Numbers known as:

ZYUP 00131 (79.10 acres)

In summary, the proposed transaction is as follows:

1. **Purchase Price:** To be determined by means of an appraisal value agreed upon by both Purchaser and the City of Lake Geneva. Purchase price is to be payable in cash at the time of Closing.
2. **Earnest Money:** Upon execution of a Purchase and Sale Agreement on terms acceptable to Purchaser and Seller (the Effective Date), Purchaser will deposit Twenty Thousand Dollars (\$20,000.00) into a joint order escrow account with the Elkhorn office of Chicago Title Insurance Company. All Earnest Money will be applicable to the Purchase Price and fully refundable if Purchaser elects to terminate the contract prior to the Due Diligence/Land Use Modification Period(s) expiration dates.
3. **Preconditions to Closing:** The Purchaser's intended use of the site is for the development of a new facility for the Geneva Lakes Family YMCA and would likely require a re-zoning with the City of Lake Geneva to accommodate the intended use.

The current City of Lake Geneva Zoning map reflects the parcel being zoned Rural Holding (RH) in the City of Lake Geneva. Purchaser's obligation to Close the purchase of the Property shall be subject to the satisfaction of the following conditions (Due Diligence Items/Land Use Approval):

- a. Purchaser shall have sixty (60) days (Due Diligence/Inspection Period) from the Effective Date to conduct any and all studies and/or investigations as Purchaser deems necessary, to Purchaser's sole satisfaction, including but not limited to engineering studies, building inspections, soil analysis, core drilling, zoning studies, mechanical studies, sewer studies, environmental and ecological studies, economic studies and conduct any and all physical inspections of the Property and an investigation as to the status of title of the Property. Seller shall cooperate with Purchaser in making such inspections and allow Purchaser full access during reasonable business hours to the Property for the purpose of such inspections.

Purchaser shall review and either accept or reject, in its sole and absolute discretion the findings from these documents within the sixty (60) Day Due Diligence Period. In the event of the failure on the part of Purchaser to affirmatively waive this contingency in writing on or before the Sixtieth (60th) day, this Contract shall be deemed null and void and all earnest money shall be returned to Purchaser.

- b. Seller will deliver the following documents within Fifteen (15) days of contract execution: a) a commitment for Owner's ALTA Title Insurance Policy 1992 Form B with extended coverage ("Commitment") issued by Chicago Title Insurance Company ("Title Company") setting forth the state of title to the Property and all exceptions and restrictions of record including deed restrictions, liens and covenants, it being expressly understood that, notwithstanding anything herein contained to the contrary, Seller shall be responsible for satisfying all requirements for the issuance of extended coverage over standard exceptions and shall pay all premiums therefore. Along with such Commitment, the Title Company shall also furnish Purchaser with copies of all documents affecting the Property and reflected in the Commitment ("Title Documents"); b) copies of any and all, Preliminary Plats, Landscape Drawings, Engineering Drawings, Land Plans, Architectural Drawings, Market Feasibility Studies, Soils Studies Documents, Traffic Studies, Environmental Documents, Historic Preservation Documents, County Water Drainage and Management Documents, Wetland Reports/Studies, WDOT Documents, Wisconsin Department of Natural Resources Documents, U.S. Army Corp. of Engineer Documents, and all Permits and/or Permit Applications from all Governmental Agencies having jurisdiction over the Property;
- c. The Property is being purchased subject to the Purchaser obtaining approval from the City of Lake Geneva for the development of a new facility for the Geneva Lakes Family YMCA to include, but not be limited to, a main building and potentially outdoor recreation areas, together with any special/conditional use permits and variances, curb cuts on any adjacent Roadways, re-subdivision, all necessary parking requirements, signage requirements and storm water management requirements for said project and/or any other approvals that Purchaser May require in its sole and absolute discretion, from the City of Lake Geneva and/or the County of Walworth and/or other local, state or federal entities, for the development of the property within

the time set forth below (hereinafter referred to collectively as "Approvals for Land Use Modifications). If Purchaser does not terminate this Agreement prior to the expiration of the Due Diligence/Inspection Period, Purchaser shall have one hundred eighty (180) days from the expiration of the Due Diligence/Inspection Period (the "Land Use Modification Approval Period") in which to obtain the Approvals for Land Use Modifications. Any and all cost and expenses incurred in connection with such Approvals for Land Use Modifications shall be borne by the Purchaser. Seller shall cooperate fully with Purchaser and with any and all local, State and Federal entities in regard to the Approvals for Land Use Modifications and shall execute all documents required by Purchaser in connection therewith in compliance with all applicable governmental laws, ordinances and regulations.

In the event that the proposed development is not approved by the City of Lake Geneva and/or the County of Walworth, the Purchase Agreement shall be declared void and any and all Earnest Money shall be returned to Purchaser.

4. **Title and Other Documents:** Seller shall deliver at closing to Purchaser, at Seller's expense, an ALTA owner's policy of title insurance with full-extended coverage, and such other documents and instruments as are normal and customary in such real estate transactions. Seller covenants, warrants and represents to Purchaser, to the best of Seller's knowledge, as of the date hereof and at Closing, that Seller owns fee simple title to the Property; that no third party has any right to or interest in the Property; that all encumbrances will be paid from the proceeds of the Purchase Price and released at Closing; that there are no hazardous or toxic substances on the Property and the Property has not been used as a landfill or waste facility; that there are no underground storage tanks on the Property; and the Seller will not enter into any agreements with respect to the Property between the date hereof and the Closing Date without Purchaser's prior written approval.
7. **Survey:** The Purchaser shall be responsible for obtaining a survey for the property at the sole cost of the Purchaser. The boundaries of the survey shall be mutually agreed upon by the City of Lake Geneva and the Purchaser.
8. **Agricultural Lease or Other Leases:** The Purchaser and Seller hereby acknowledge that the property may be currently Leased for agricultural production or other uses. In the event that the Purchaser's Due Diligence activities results in disturbance of the crops on the property, the Purchaser shall be responsible for any and all reimbursement to the tenant farmer for loss of crops.
9. **Closing:** The Closing shall occur within Thirty (30) days following the expiration of the Due Diligence/Land Use Approval Period as defined above. All escrow charges for the deed and money escrow shall be borne equally by the parties. The Purchaser will be responsible for any charges for Mortgage escrow.
10. **Brokers:** Both Seller and Purchaser acknowledge there are Real Estate Brokers involved in this transaction.

11. **Final Contract:** The obligations of Seller and Purchaser to close the transaction described in this letter are expressly conditioned on the parties entering into a definitive written Purchase Agreement. The parties will work in good faith to finalize a written Purchase Agreement on or before April 30, 2024.
12. **Other Offers:** Seller agrees to entertain no other offers to purchase the property after the date of the acceptance of this letter of intent; provided, however, that this provision will be considered void if a definitive Purchase Agreement is not entered into between the parties by April 30, 2024.
13. **Confidentiality Agreement:** Purchaser agrees to sign a confidentiality agreement and further to make no disclosure with regard to this transaction upon signing of the within letter of intent.
14. **Non-Binding Nature:** This agreement shall in no way be considered to be binding in its terms and is specifically subject to the execution of a binding Purchase Agreement as provided for herein.
15. **Expiration:** This Letter of Intent shall expire at 5:00 P.M. on Friday, March 29, 2024, if not accepted by Seller by such time.

Sincerely yours,



Mr. Mike Kramp
Geneva Lakes Family YMCA
203 S. Wells Street
Lake Geneva, Wisconsin

Acceptance

This letter of intent and the terms contained herein are accepted by the Seller,

_____, this ____ day of _____, 2024.
