

**VILLAGE OF FONTANA ON GENEVA LAKE**  
Walworth County, WI

**Lakefront and Harbor Committee**  
Wednesday, June 29, 2011  
(Official Minutes)

The monthly meeting of the Lakefront and Harbor Committee was called to order at 4:30 pm on June 29, 2011 by Chairman Thomas McGreevy.

**Roll Call:** Trustee McGreevy, Rick Pappas, Ed Snyder, Lee Eakright, Joel Bikowski

**Committee Members Absent:** Bob Chanson, Steve Beers

**Also Present:** Administrator/Treasurer Kelly Hayden, Joe Ladouceur, Village Clerk Dennis Martin, Eddie Snyder

**Visitors Heard**

None

**General Business**

**Approval of Minutes for Meeting Held May 25, 2011**

Pappas/Bikowski 2<sup>nd</sup> made a MOTION to approve the May 25, 2011 minutes as presented, and the MOTION carried without negative vote.

**Village Mooring Lease Immediate Family Language Review**

Hayden stated that the current mooring lease language regarding the transfer of ownership to an immediate family member refers to the ownership of the watercraft, not the residential property. Hayden stated that if the family member of a lease holder does not have ownership of a property in the village, the ownership of the watercraft is not relevant. Hayden stated that the language needs to be amended to be made more precise and she wanted to solicit input from the committee members prior to the drafting of proposed new language. Pappas stated that when a lease holder wants to transfer it to an immediate family member it should be handled in the same manner as when a lease holder dies and it is transferred to an inheritor. For situations when a lease holder sells their Village property and purchases only a share of another parcel in the village, Ed Snyder stated that only the principal owner or the majority shareholder of the property should be eligible to claim ownership of the property regarding the mooring leases and the waiting list eligibility status; and the language in the lease should be made clear that the lease holder and owner of the property has to be the principal owner of the property and the owner of the watercraft. Hayden stated that language could be added that if a lease holder sells their property, they could transfer the lease to another property as long as their priority list level is the same or higher. Following discussion on some of the legal ramifications of the lease language, Eakright stated that the village will probably want the village attorney to review any proposed amendments. Hayden stated that she wanted to get input from the committee members first and she will be presenting a draft of the new language to Attorney Dale Thorpe for review prior to presenting it to the committee for consideration.

**Country Club Estates Pier Lease & Lakefront Issues**

Joe Ladouceur, the former longtime director of the lakefront for Country Club Estates Association, presented a list of the association's current slip rentals and ramp spaces on the north and south piers at the lakefront. The association leases the north pier from the Village and the lease agreement for the pier that was approved in December 1988 and expired on December 31, 2009, was renewed and amended earlier this year with an effective date of January 1, 2010. The initial lease amendment was subsequently amended again in May 2011 to allow for personal

watercrafts to be moored on ramp spaces. During the last month, the Village has contacted the association at the direction of the Lakefront and Harbor Committee to order the removal of a kayak rack with eight spaces that has been erected on lakefront property and is not included in the terms of the lease. The lease states that it is only for the pier itself and the association's exclusive use of the boat slips on the pier, "but all other parts of the pier and the land upon which it is located are subject to the rights and privileges of others, including the right of the general public to use and enjoy the same." The lease agreement also states, "The Village is retaining any and all real property interests, including all riparian rights and interests it may own or possess, except that the Association shall have the right to moor its boats and watercrafts on the boat slips or shore stations attached to said pier. The Association shall not alter the size, shape or location of the pier (except for annual removal), and shall not place shore stations, canopies or any other devices on said pier, other than those depicted on Exhibit 'B,' attached hereto and incorporated herein, without the express written consent of the village." The initially approved exhibits have not been amended since 1988, and only show 12 boat slips on the pier being leased from the village. When the lease was amended and renewed last year after the initial lease expired on December 31, 2009, the prohibition of "jet skis" to be moored on the pier slips was eliminated. During the last month when the kayak rack removal was contested by the Association, it was determined that use of the public land and the existing ramp spaces were never authorized in the lease. Ladouceur stated that the association purchased a kayak rack that had been located last season in its lakefront parking lot, across the street from the pier area. Ladouceur stated that the kayak rack location in the parking lot did not work out well, so it was moved this year across the street and erected on a cement block located adjacent to the north pier. Ladouceur stated that it is a more convenient location and the placement of kayaks on the rack does not constitute additional moorings, according to the DNR. Hayden stated that the kayak rack placement is not an issue of additional moorings, and the situation is not connected to the committee's recently completed review of the total mooring inventory of the Fontana lakefront mooring areas. Hayden stated that the issues are that the kayak rack has been placed on public land that is not included in the pier lease agreement, and that the ramp spaces also have never received approval. Pappas stated that kayaks not moored on slips or on ramp spaces were not counted by the committee during its recently completed review; however, the issue with the Country Club Estates kayak rack is that it was erected on Village property and any other property owner or resident could also erect a kayak rack on public land if it is allowed there. Ladouceur then presented the history of the lakefront and development of the Abbey channel and the subsequent transfer of ownership of the property from the association to the village. Ladouceur stated that the Abbey gave the association the south pier as part of the negotiations over the years. The north pier leased from the village now only has 10 slips spaces and there are six ramp spaces adjacent to the north pier. There are four ramp spaces adjacent to the south pier. Pappas stated that he would support another amendment to the lease to authorize the ramp spaces that have been there for many years; however, the property on which the kayak rack was erected is village land and approval for it to be located there would expand the terms of the initial agreement. Pappas stated that if the kayak rack placement on public property is approved, any member of the public would be eligible to put their kayaks on lakefront public property. McGreevy stated that the Country Club Estates situation is different because the association negotiated the land exchange to resolve the lakefront issues that came up with the development of the Abbey Resort and the harbor channel. Hayden stated that if the village did not address the erection of the kayak rack on the lakefront property, other residential and business lakefront property owners potentially could also erect additional kayak racks on their parcels. Ed Snyder stated that while he agrees the location of the association's kayak rack adjacent to the north pier is not really a major concern on the surface, he could see other property owners also wanting to erect kayak racks on lakefront property. Discussion followed on possible solutions to make the launching of the kayaks on the association's rack more convenient. Eddie Snyder stated that he will present to the Board of Directors of the Abbey Harbor an idea

regarding a gate that would make the kayak rack location in the association's parking lot more convenient for people when launching the kayaks. The committee members were in consensus that the four ramp spaces located adjacent to the south pier are not an issue and don't require further approval; however, the kayak rack erected on village property has to be removed. Pappas/Snyder 2<sup>nd</sup> made a MOTION to recommend Village Board approval of another amendment to the pier lease agreement with the Country Club Estates Association to authorize the six ramp spaces that have been installed on the west end of the north pier, and to authorize the layout of the 10 boat slips on the north pier as currently exist, with the condition that the lease language in Section I of the initial agreement that states the lease is only for the pier slips and that the land shall be subject to the rights and privileges of the general public is not amended. The MOTION carried without negative vote.

### **Proposal to Install Rip Rap on Both Sides of Channel**

Ed Snyder stated that he is a member of the Abbey Harbor Condominium Association Board of Directors and they have authorized an engineering study to formulate a proposal to alleviate the build of sand and silt and erosion at the Abbey channel. Ed Snyder stated that the association has been spending about \$8,000 a year for the last several years to dredge out the channel area and the harbor beach area. Ed Snyder stated that the engineering study will consider the installation of some type of rip rap or diversionary device to alleviate the erosion and the build up of sand and silt. Ed Snyder stated that the association would like to know if the Village of Fontana would want to cost share on funding a construction project. McGreevy stated that he agrees something has to be done to divert the tide that gets sucked into the channel area and harbor and to help it crescent out into the bay. Pappas stated that rather than rip rap, some type of break wall may be needed to address the situation. Ed Snyder stated that an engineering firm has been hired to come up with possible solutions that would be approvable by the Wisconsin DNR and to estimate the construction costs. Ladouceur stated that the Country Club Estates beach area also has erosion issues. The committee members were in consensus that they would consider a cost sharing proposal when the engineering study is completed by the association.

### **DMA Codification Ordinance Amendment – Village Attorney Memo**

Village Attorney Dale Thorpe submitted a draft ordinance that establishes a permanent record of the inventory of the existing moorings within the village. The inventory would be considered and approved by the Lakefront and Harbor Committee "from time to time." The committee members were in consensus that the ordinance draft should be approved with the condition that the mooring review criteria and exchange methodology used by the committee are incorporated in the ordinance.

Pappas/Snyder 2<sup>nd</sup> made a MOTION to recommend Village Board approval of the Ordinance Creating Section 54-87(f), with the condition that the Lakefront and Harbor Committee's mooring review criteria and mooring exchange methodology are incorporated in the ordinance. The MOTION carried without negative vote.

### **DNR Pier Registration Deadline Extension**

Martin distributed copies of material from the Internet regarding the extension of the deadline to register existing piers with the DNR to April 1, 2012.

### **Mooring Rates Research Material Distribution**

Martin distributed the research materials he gathered during the last month regarding the village's slips. Pappas requested that Martin also provide information on the current 30 slip holders and a breakdown of how many are property owners versus how many are fulltime residents; and solicit information from Lake Geneva and Williams Bay on whether they have waiting lists for their

slips, and if the expenses for pier installation and removal and shore station installation and removal and storage costs are paid by the municipality or by the lease holders.

**Set Next Meeting Date**

The next monthly meeting date is Wednesday, July 27, 2011 at 4:30 pm.

**Adjournment**

Pappas/Bikowski 2<sup>nd</sup> made a MOTION to adjourn the meeting at 5:39 pm, and the MOTION carried without negative vote.

Minutes prepared by: Dennis L. Martin, village clerk

Note: These minutes are subject to further editing. Once approved by the Lakefront and Harbor Committee, the official minutes will be kept on file at the Village Hall.

APPROVED: 7/27/11