

MARINA HARBORMASTER'S AGREEMENT

This Agreement made and entered into this ____day of January, 2014 by and between the City of Menasha, a Municipal Corporation (City), and Diane E. Schabach, Ronald R. Schabach, and Rana Rose L. Schabach dba Harbormaster (collectively, Harbormaster), for the provision of services related to the operation of the Menasha Marina, located on the Government Canal, between the Tayco Street and Racine Street bridges in the City of Menasha for 2014-2016 boating seasons.

After due consideration of the following terms and conditions, these parties mutually agree as follows:

I. TERMS OF AGREEMENT

- A. This contract is valid for a period of three (3) years and is effective during the Navigation season, as determined by the US Coast Guard and confirmed by East Central Wisconsin Regional Planning Commission, generally, on or about April 20 through October 15 of each year.
- B. On or before January 1, during the three-year term, the contract may be extended each year for the balance of the term, pending favorable review of performance and audit of records by the City. The payment schedule for each year of the agreement shall be:

2014 - \$46,000
2015 - \$46,750
2016 - \$47,500

II. HOURS OF OPERATION

The Marina will be open daily throughout the navigation season with hours posted by the Harbormaster. Minimum hours of operation will be Monday through Thursday, 11:00 a.m. – 7:00 p.m., Friday, 11:00 a.m. – 8:00 p.m., Saturdays 9:00 a.m. – 8:00 p.m. and Sunday 9:00 a.m. – 6:00 p.m. beginning the week before Memorial Day until the weekend after Labor Day.

III. SCHEDULE OF PAYMENT

The Harbormaster will receive a lump sum dollar amount paid by the City according to the following schedule.

25% by May 15	25% by August 15
25% by June 15	25% by October 15

IV. SCOPE OF WORK

The Harbormaster will assist the public boater by renting seasonal and transient boat slips, selling gasoline and oil, sanitary head pumpout, sale of concessions (as approved by the City).

V. DESCRIPTION OF MARINA FACILITY

- A. Twenty-one 26' slips; thirty-four 30' slips; thirty-two 36' slips and 300' along the Riverwalk in front of the condominiums. Seasonal slips are issued on a first come, first serve basis. Each slip has potable water and 110 volt electric outlets, and dock boxes.
- B. Security fencing around entire perimeter with Marina patrons issued a gate key.
- C. Restroom facilities for use by all boaters and shower facilities available to slip renters.
- D. A harbor house complete with retail sale availability for use by Harbormaster.
- E. Gasoline tanks and sanitary head pumpout.

VI. HARBORMASTER'S OBLIGATIONS:

The Harbormaster agrees to:

- A. Employ, train and schedule sufficient personnel to satisfactorily operate the facility. All employees will be governed by Equal Opportunity guidelines.
- B. Be responsible for all monetary transactions, bookkeeping and reporting. Harbormaster will furnish monthly accounting statements to the City. A year-end audit, at a mutually agreed upon time, will be held to discuss and review operations.
- C. Be responsible for training staff in the safe and proper techniques of pumping gasoline, pumping sanitary head and providing basic preventative maintenance checks to marina patrons.
- D. Will assign transient and seasonal slips and maintain a record of all "slip rental" contracts. Allow a maximum of two (2) slips to be used exclusively for transient rental within the Marina and all transient docking along the bulkhead of the U.S. Government Canal adjacent to the Marina.
- E. Will maintain a waiting list of prospective slip renters for the subsequent boating season.
- F. Establish payroll procedure for all Harbormaster employees and submit reports to State and Federal agencies as required.
- G. Provide a certificate of insurance in the following minimum amounts:
 - 1. Comprehensive General Liability:
 - Bodily Injury - \$300,000 per person
\$300,000 each occurrence
 - Property Damage - \$300,000 each occurrence
\$300,000 aggregate or
\$300,000 single limit
 - 2. Workers Compensation:
Statutory, with \$100,000 Employer's Liability
 - 3. Umbrella: \$1,000,000 or liability limits under G.1 above of at least \$1,000,000.
 - 4. The Harbormaster shall supply the City with a Certificate of Insurance and Endorsement naming the City as an additional insured.
- H. Be responsible for and obtain any necessary business licenses and permits.

- I. Assist the City in developing appropriate Marina rules and regulations and enforcing said rules and regulations.
- J. Be responsible for dissemination of information to marina patrons.
- K. Provide sanitary head pumpout services.
- L. Be responsible for ordering and maintaining an inventory of gasoline.
- M. Be responsible for ordering and maintaining vending machines and inventory (location and type of concession items must be approved by City).
- N. Assume financial responsibility for all monthly telephone use.
- O. Issue and maintain a record of marina keys.
- P. Provide all office expendables, such as pens, staples, tape, paper, etc.

VII. CITY'S OBLIGATION

The City Agrees to:

- A. Forward all Marina slip inquiries to Harbormaster.
- B. Provide furniture, cash registers, telephones, credit card machines, Marine F.M. radio, map case, shelving and counter space as needed.
- C. Furnish refuse pickup (and dumpsters) on a weekly basis.
- D. Provide routine cleanup and sanitation of restroom facilities.
- E. Provide clerical help for disseminating communications as needed including associated mail costs not to exceed \$2,000 per navigation season. The costs are to be approved by the Director of Parks and Recreation.
- F. Provide routine maintenance of Marina grounds, building, and equipment.
- G. Provide painting, electrical and plumbing maintenance as needed.
- H. Supply tissue, soap and other toiletries for the shower/restroom building.
- I. Work cooperatively with Harbormaster in establishing Marina fees and charges and post a copy of them in harbor house.
- J. Pay utility costs including electricity, sewer and water.
- K. Provide maintenance to the sanitary head pumpout.
- L. Be responsible for maintaining all docks, including gas dock, in quality condition in the event of vandalism, wind, ice or damages that may occur.
- M. Pay all gasoline invoices (purchased for resale).
- N. Provide and maintain fire extinguishers throughout facility as deemed necessary by fire inspector.

VIII. FINANCIAL ARRANGEMENTS

Revenues:

- A. City will retain 100% of all seasonal slip rental revenues.
- B. City and Harbormaster will split 50/50 all gas sales net profits.
- C. City and Harbormaster will split 50/50 all revenues generated from transient slip rentals. Transient being defined as any slip rental of less than thirty (30) consecutive days.
- D. City and Harbormaster will split 50/50 all revenues from gross sales of sanitary pumpout

services.

- E. Harbormaster agrees to pay the City 5% of gross sales of all concession merchandise.
- F. Harbormaster may rent recreational equipment or other items. Should this occur the parties will agree on a percent split of the net profits.

IX. SCHEDULE OF FEES AND CHARGES –

All fees shall be established by the City of Menasha Common Council upon recommendation of the Harbormaster and the Park Board.

X. HARBORHOUSE

- A. During the navigation season of each year, Harbormaster shall have access to the entire building known as the Harborhouse. The City, at its discretion, may rent out the lounge area to another person.
- B. The premises described in this section may not be used for any purpose which is contrary to the law.
- C. An annual review of this section will be undertaken by the Park and Recreation Director and a written report shall be generated for the Park Board not later than the first Council meeting of November of each year.
- D. The Harbormaster will be allowed to accept MasterCard, Visa, Discover or American Express for payment of any services, concessions or gasoline offered for sale in conjunction with the role of Harbormaster. Processing fees will be split equally between the Harbormaster and the City.

XI. SUBLETTING AND ASSIGNMENT

Harbormaster shall not sublet this contract or its rights without written consent of the City.

XII. NON-APPROPRIATION

In the event of Non-appropriation, that is, the failure of the City of Menasha Common Council to appropriate money for any year sufficient for the continued performance by the City of all of City's obligations under this Agreement, this Agreement shall terminate upon the last day of the fiscal year for which funds were appropriated.

XIII. BREACH OF CONTRACT

In the event of any breach of the terms or provisions of this Agreement, the City shall have, in addition to any other recourse, the right to terminate this Agreement; to enter and obtain possession of the entire premises; to remove and exclude all property of the Harbormaster therefrom, all without service of notice or resort to legal procession and without any legal liability on its part.

XIV. INDEPENDENT CONTRACTOR

Harbormaster shall be considered an independent contractor providing services to the City and in no way shall be considered an employee.

Dated this _____ day of January, 2014.

HARBORMASTER

CITY

Diane E. Schabach

Donald Merkes, Mayor

Ronald R. Schabach

Deborah A. Galeazzi, City Clerk

Rana Rose L. Schabach

APPROVED AS TO FORM:

Pamela A. Captain