



MARINA COMMITTEE MEETING AGENDA

Wednesday, October 16, 2024 at 4:00 P.M.

Sister Bay Liberty Grove Fire Station – 2258 Mill Road

To access this meeting electronically, click on the link below:

<https://us02web.zoom.us/j/4782465738?pwd=UHCxYkxUOHFHThFoY1JcWxZb3BUdz09>

Meeting ID: 478 246 5738

Password: 329703

To connect by telephone, please dial

1-301-715-8592 - Meeting ID 478 246 5738#

Deviations from the agenda order shown may occur.

1	Alison Werner - Chairperson		2	Louise Howson - Trustee	
3	Patrice Champeau - Trustee		4	Pat Duffy - Resident	
5	Kevin Grant – Citizen			<i>Marina Manager- Dave Lienau</i>	
	<i>Julie Schmelzer – Village Administrator</i>			<i>Asst. Marina Manager- Sam Jordan</i>	

1. Call to Order
2. Approval of Agenda
3. Approval of Minutes – August 7, 2024 **pgs. 2-7**
4. Comments and Correspondence
5. Discussion/Action Items:
 - a) Seasonal Slip Holder Leases - Rules & Conditions **pgs. 8-12**
 - b) Seasonal Slip Holder Leases - Transferability
 - c) 2025 Open & Close Dates **pg. 13**
 - d) 2025 Fee Schedule **pg. 14**
 - e) Marina Winterization **pg. 15**
 - f) Non-Property Owner Seasonal Waitlist Update - Refunding Applicants **pg. 16**
 - g) Marina Manager Certification **pgs. 17-18**
 - h) Review of Financials **pgs. 19-26**
 - i) Boathouse Project – Shadow Group Update **pg. 27**
 - j) Sister Bay Boat Rental's Annual Contract Costs **pgs. 28-29**
6. Matters to be Placed on a Future Agenda or Referred to a Committee, Official, or Employee
7. Adjournment

Public Notice

Questions regarding the nature of the agenda items or more detail on the agenda items listed above can be directed to Village Administrator, Julie Schmelzer. Email julie.schmelzer@sisterbaywi.gov. It is possible that members of, and possibly a quorum of members, of other governmental bodies of the municipality may attend the meeting to gather information; no action will be taken by any governmental body other than the governmental body specifically referred to in this notice. Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible preferably a minimum of 48 hours. For additional information or to request this service, contact the Sister Bay Village Administration Office at 854-4118, (FAX) 854-9637, or by writing to the Village Administration Building, 2383 Maple Drive, PO Box 769, Sister Bay, WI 54234. Copies of reports and other supporting documentation are available for review at the Administration Building, 2383 Maple Drive during operating hours. (8 a.m. to 4 p.m. Monday through Thursday; 8 a.m. to noon on Fridays).

The Village of Sister Bay is an Equal Opportunity Provider.

POSTED DATE/SIGNATURE _____

MARINA COMMITTEE MEETING MINUTES

Wednesday, August 7th, 2024

(Approval Pending)

Agenda Item No. 1. The August 7th, 2024 meeting of the Marina Committee was called to order by Chairperson Alison Werner at 4:00 P.M.

Present: Louise Howson, Alison Werner, Patrice Champeau, Pat Duffy, and Kevin Grant

Staff: Marina Manager Dave Lienau, Assistant Manager Sam Jordan, and Village Administrator Julie Schmelzer

Others: Jill Lhost, John Blossom, Thor Johnson, Mike Kahr, Terry Wolf, Bill Hebal

Agenda Item No. 2. Approval of the Agenda

A motion was made by Howson, seconded by Grant that the Agenda for the August 7th, 2024 meeting of the Marina Committee be approved as presented. Motion carried – All ayes.

Agenda Item No. 3. Approval of the Minutes

A motion was made by Champeau, seconded by Duffy that the minutes of the July 10th, 2024 meeting of the Marina Committee be approved by the committee. Motion carried – All ayes.

Agenda Item No. 4. Comments, correspondence, and concerns from the public

No correspondence was received for this meeting. Werner asked if anyone would like to make a public comment, and no one responded.

Agenda Item No. 5. Discussion/Action Items:

a) Shadow Group

Kahr updated the committee that the costed estimation of the project from Tim Halbrook's firm is about \$292,000. Kahr and Lhost noted that the Shadow Group has funds from pledges that sums to about \$180,000 - \$190,000 and that this would leave the group about \$100,000 short of the cost to proceed with the project. Kahr stated that they have been waiting for approval from the village before actively seeking fundraising, but feels that with approval and active fundraising, the \$100,000 could be easily accrued by the end of the season. Kahr noted that the proposed project will allow year-round viewing of the Shadow boat from as far away as N Bay Shore Drive using large glass windows and proper lighting. Kahr stated that the project lies in the hands of the committee to determine if it can move forward.

Grant addressed Kahr and Lhost and inquired on how much funding in pledges they feel are reliable and how much funding they currently have in cash. Kahr responded that he feels confident in the pledges that are currently made and prospective donations as well.

Werner inquired on what the plans are for the second story of the boathouse. Kahr replied that they have no specific plans for the upstairs and thus it would be up to the village. Grant asked if

1 Kahr has plans to set up a barrier to prevent moisture from entering the upstairs area of the
2 boathouse to which Kahr responded that he and Tim Halbrook looked into potential solutions
3 such as a boiler system that would allow the proper amount of humidity in the downstairs for
4 the boat while also preventing unwanted humidity upstairs in the living quarters.

5
6 Howson asked if the \$292,000 budget provided by Kahr from Tim Halbrook includes all items
7 previously discussed in the boathouse project to which Kahr confirmed that it does. Howson
8 then asked if the committee has seen an updated plan for this project and Kahr noted that
9 drawings provided by his daughter is the updated plan.

10
11 Lhost summarized the current layout of the Shadow Group's funding for the project:
12 They have \$212,000 raised in total. \$60,000 of which is cash, and the rest is in pledges. One
13 pledge is pending sale of a boat which is valued at about \$40,000.

14
15 Howson returned to the conversation of Kahr's daughter's drawing of the proposed plan for the
16 boathouse. Howson and Kahr confirmed that this was the same drawing as seen in the packet at
17 the June marina committee meeting but enhanced now with color. Jordan and Lhost confirmed
18 that the colorized plan is unavailable for viewing in the current meeting as it is not in the packet
19 or shareable to the committee.

20
21 Werner asked for consensus of the committee to give the project the committee's approval.
22 Howson dissented due to having not seen a confirmed project plan. Kahr responded that the
23 drawing provided by his daughter and the \$292,000 confirmed budget should be adequate for
24 committee approval. Howson asked Schmelzer if specific agreements must be entered to move
25 forward. Schmelzer confirmed that there are agreements that must be entered. Schmelzer
26 summarized what agreements and formalities must be achieved and that the village will not be
27 shouldering any added expenses or labor in the process of constructing and maintaining the
28 project. Lhost responded that the group is more than willing to establish clear guidelines and
29 expectations through development and operating agreements to ensure that no new
30 responsibilities will be laid upon village staff following this project. Lhost and Schmelzer agreed
31 that Schmelzer can work with Lhost to develop an agreement in time once Schmelzer receives
32 all the necessary information. Schmelzer noted that any government projects over \$25,000 must
33 go out to bid, however, the village is not to that point yet as tangible plans have yet to be
34 provided. Grant asked if the developer Tim Halbrook is providing a project cost under market
35 price, to which Lhost confirmed that Halbrook is.

36
37 Howson noted concern over what will become of the second story of the boathouse. Duffy and
38 Lienau clarified that the upstairs is habitable, and that the village needs to get confirmed plans
39 from the Shadow Group before deciding how to proceed. Lhost and Kahr noted again that the
40 Shadow Group does not have any desired use of the upstairs and that its use is up to the
41 village's discretion. Schmelzer posed options for ways to use the second story to which Duffy
42 responded that per the previous meeting's consensus, the committee and the village want to
43 maintain the space so that it may be rented out for revenue.

44
45 Kahr requested that the committee finalize a vote in favor of the shadow project so that the
46 Shadow Group can confidently advertise plans to the community, especially prospective
47 donors.

Schmelzer clarified that the village board of trustees makes the final decision with regards to this plan – the Shadow Group needs an in-hand development agreement and an operating agreement with the village board before anything can be finalized.

Werner confirmed consensus among the three board members present at the meeting.

Members of the Shadow Group as well as Champeau voiced their gratitude to the committee for their support as well as their enthusiasm about the project.

b) Parking Update

Lienau provided an update of the parking status:

The marina has been continuously monitoring the long-term parking lot. As of August 4th, 2024, there are 25 boat trailers and 1 snowmobile trailer in the long-term lot. Only 8 of those are permitted and issued parking passes by the marina. The remaining 18 are unknown and do not have parking passes. The marina has placed violation warnings on those that do not have permits. Marina staff is also monitoring the short-term lot to try and determine if the marina could use the short-term lot for those boats and trailers that use the long-term lot. The policy for the seasonal boat pass parking remains a day-to-day issue. The marina would like to be able to assign or use the 4 employee parking spots for afterhours use at the marina manager's direction.

Schmelzer summarized her meeting with the Parks committee and their response to the Marina committee's proposed changes to parking. Schmelzer noted that all suggested changes to parking ordinances will put forward in front of the board at their next meeting for action.

Howson inquired if security cameras are an option to assist in monitoring marina parking. Lienau noted that Quantum said that it cannot work without additional Wi-Fi services being added in the vicinity of the lot. Schmelzer and Howson noted that the fiber optic line project will likely assist in the suggested venture of adding security cameras to lots. Schmelzer updated the committee on where the village is at in the timeline of the fiber optic line project.

c) Capital Projects

Lienau gave a summary of the capital projects plan:

Lienau has worked with Schmelzer and reviewed the capital projects that were in the 5-year capital plan as well as those items that were carried forward from the 2024 budget to the 2025 budget. Those items include continuing the refurbishment of the finger piers on B dock, the main decking for the C pier and the decking for the lower D dock wooden floating finger piers. These projects have been part of a 5-year plan to refurbish and extend the life of finger piers on A, B, C, D, and J dock. The marina is in the 4th year of this plan. There was a \$62,500 project in this year's 2024 budget to reconstruct the boardwalk between the J dock area and the D dock. The enclosed proposal (also in last month's packet) was received from Deaths Door Marine and presents options and the associated costs for reconstruction of the boardwalk. In addition, Thor Johnson from Door County Boat Rentals has provided pictures of an alternative to the current boardwalk. Lienau offered to have Deaths Door Marina provide a quote if the committee wants to consider Johnson's proposal.

Werner voiced concern over the narrowing of the boardwalk under Johnson's proposed plan given how much foot traffic runs through the area and the needed space to house picnic tables. Duffy proposed an alternative plan using composite material out of De Pere, WI with lifetime warranties for rotting and splintering. Duffy noted the estimated cost for the material alone is about \$25,000 and the name of the company is DuxxBak Dekk. Champeau voiced her dissent over the concept of narrowing the boardwalk under Johnson's proposed plan. Champeau noted her interest in retaining the current wooden boardwalk style as it provides aesthetic value to the marina that would be lost if the marina pursued the other options using cement.

Schmelzer presented real time images of the Capital Improvement Plan to the committee and clarified that the committee consents that the boardwalk project would be moved to the 2025 column. *Schmelzer asked if \$125,000 is an acceptable amount of funds to set aside for the boardwalk project in the CIP plan for 2025 to which the committee responded with consensus.*

Committee found consensus that the funds set aside for the boathouse project will be moved to the 2025 column of the CIP.

Schmelzer noted that the B-Dock finger piers may be completed in 2024 if there is leftover money at the end of the season. Schmelzer clarified that if this is completed, the money set aside in 2026 will be removed from the plan.

Schmelzer asked the committee if there is anything to add or change in the CIP as it currently is. *No immediate changes were suggested by the committee.*

Schmelzer inquired what the plan is regarding purchasing the picnic tables the marina borrowed from Village Parks and Recreation. Lienau noted that there is not an established plan for compensation, but that the picnic tables were very useful to the marina. The committee discussed whether the commercial vendors should help pay for the picnic tables given that the vendors use them a significant amount and keep them roped off for their own customer use during certain times of day.

Committee found consensus that the marina will add \$10,000 to the CIP in 2025 for additional picnic benches.

d) Marina Fest

Lienau noted the Marina Fest falls on Labor Day weekend starting on August 31st. Lienau then summarized the Marina Fest preparations and noted that all things are on track: The marina will have available several slips and the marina office parking lot for the wooden boat show. The launch ramp will be closed on Saturday August 31st to accommodate the wooden boat show. The SBAA is still looking for additional sponsors for the marina fest. Fireworks are planned for Saturday, August 31 from a barge in the harbor.

e) Cancellation Policy

Lienau explained why the marina's transient reservation cancellation policy is being reconsidered and brought to the committee for discussion:

1 There are several issues that arise during the boating season. The marina allows for weather
2 delays and cancellations as well as boat mechanical issues when determining if refunds are
3 issued. In the past the marina altered the cancellation policy when it was being taken advantage
4 of. For example, a boater reserves every weekend for the entire season but cancels most of them
5 at the last minute to still receive a refund. Boaters who did this were essentially deciding each
6 week if they were going to come with no intention of keeping most of the reservations when
7 they made them. The marina finds it difficult to fill in last minute cancellations and the marina
8 often loses revenue. A similar issue is beginning to show up in long-term transients. These are
9 slips that are reserved for 30 or more days, often for the entire season. The reservations are
10 made in January of each year and held for the boater for up to six months or more. This season
11 the marina has had long-term reservations cancelled within a day or two of arrival but then
12 customer's expecting a full refund. The other type of cancellation is drastic shortening of a long-
13 term reservation. Customers reserve a slip for the season but then shorten it to a week or two at
14 the last minute. In speaking with other area marina's, they are experiencing similar situations.
15 Marina managers Jordan and Lienau are planning on discussing this with several of the other
16 local marinas and exploring options to address the problem. One proposal is to change the
17 transient cancellation policy to be more like the seasonal slip leases. The marina would like to
18 be able to include any policy change on the reservation website before we start accepting
19 reservations for next year. Lienau noted that he will bring back additional suggestions and
20 work with other marina managers in the area to compare notes and design a better policy to
21 handle the issues discussed.

22
23 The committee discussed alternative cancellation policies for the marina to use so that they can
24 curb the problems highlighted by Lienau. Lienau noted that the marina managers will report to
25 the committee with some ideas at a future meeting.

26
27 Lienau also highlighted the problem of the marina using seasonal slips for transient
28 reservations when seasonal boaters notify the marina that they are vacating their slips for 5 or
29 more days. On occasion, seasonal boaters return to their slip earlier than advertised, which ends
30 up leading to the marina staff double-booking slips and then having to call and cancel
31 reservations as soon as a day prior to the arrival date.

32 33 **f) Manager's Report**

34
35 Lienau provided committee with the manager's report:

36 The assistant manager, Jordan, is registered and starting the Basic Marina Management course
37 through the Association of Marina Industry (AMI). The course is an online zoom course with 28
38 classmates. The class runs for the month of August, two days per week, for a total of 20 hours.
39 Jordan will be able to attend the next intermediate manager's course in November after
40 completing the basic course. The overall certification process takes three years to complete.
41 The water fountain has been a been popularly used on D dock since its installation (Pictures
42 included in the packet).

43 The marina continues to host larger and larger boats. This season has seen the arrival of 6 boats
44 in the 70- 80-foot range, two boats in the 90-to-100-foot range, and 1 boat at 110 feet.

45 The marina season will soon be winding down. As soon as marina fest is over, the marina's
46 office hours change. Several dock hands will be returning to school after August 15th and all
47 dock hands will be back at school by September 2. The marina also hired a J-1 student from

1 Jamaica for the first time. She has worked out very well and the marina will continue to look
2 into hiring J-1's next year.

3 The marina might hire additional dock hands for the after Labor day time period if necessary.
4

5 **Agenda Item No. 6. Matters to be placed on a future agenda or referred to a committee,**
6 **official, or employee**
7

8 *The next meeting of the Marina Committee is scheduled for September 11th, 2024 at 4:00 P.M. at the*
9 *Sister Bay Fire Station.*
10

11 **Adjournment:** *A motion was made by Howson, seconded by Champeau to adjourn the August 7, 2024*
12 *meeting of the Marina Committee at 5: P.M. Motion carried – all ayes.*
13

14 Respectfully submitted,



15 Samuel Jordan

16 Assistant Marina Manager
17

SISTER BAY MARINA GENERAL RULES & CONDITIONS- SEASONAL SLIP OWNER 2024 - 2025

DEFINITIONS: When capitalized and used herein, the term **Marina** shall refer to the marina named above, its owner, operator and any affiliates or successors; the term **Owner** refers to the Vessel's owner, owner's agents and/or representatives; the term **Vessel** refers to the vessel's hull, equipment and all other vessel related property of the Owner when the vessel is stored at the Marina; and the term **Slip** refers to the Marina slip assigned to the Owner.

LAWS APPLICABLE: The parties to this contract are governed by applicable federal, state and local laws and regulations, including those of EPA, OSHA and state environmental offices.

SLIP: Owner may use the Slip only to moor the Vessel, and for no other purpose. Use of the Marina or the Slip for the purpose of conducting business, including chartering or otherwise renting the Vessel, is prohibited unless authorized in writing by the Marina. The Slip is non-transferrable and may not be sublet. You or your designated launcher must notify the Marina Manager 24 hours in advance of initial launching. This rule must be strictly followed. To keep overall costs down you must let the Marina Manager know when you will be away from your slip overnight or longer. The Village reserves the right to collect a fee for daily rental of your slip when you are away from it for an extended period. Failure to notify the Dock Master of your intent to be away from your slip overnight or longer may result in you being charged the daily rental fee for the length of time you are gone.

APPARENT OBLIGATION AND SEVERABILITY: Due to the magnitude of potential liability, no language in the Marina's contract or associated documents authorizing the Marina to take specific actions on the Owner's behalf shall be construed to create an obligation on the Marina's behalf. The parties agree that if any part of this contract is deemed unenforceable by an administrative agency or court of law, the remainder of this document shall remain in full effect and binding upon the parties.

APPARENT AUTHORITY: The Marina is unable to police the various representatives of an Owner. Therefore, the Owner agrees that unless the Marina is notified in writing beforehand, anyone in possession or apparent charge of the Vessel shall be deemed to have the authority to act on behalf of the Owner, and the Marina shall be entitled to accept and act in reliance upon orders or requests of such persons for services, supplies, work or other materials of any kind for the benefit of the Vessel.

OWNERSHIP BY ENTITY: In the event that Ownership of a Vessel is a corporation or entity other than an individual, the person signing this contract on behalf of the Ownership shall be jointly and personally liable for all obligations of the Owner under this contract.

ABSENCE OF SECURITY: This contract contains no provision or obligation for the providing of on-site security, guard service or surveillance by the Marina. While the Marina will make reasonable efforts to provide as secure a facility as possible, the Owner agrees that the Marina shall not be held liable for theft or vandalism or other criminal acts taking place at the Marina.

CONDITION OF VESSEL: By signing this contract, the Owner represents that the Vessel is in seaworthy condition and shall not constitute a fire hazard, or they shall be removed from the Marina. The Marina assumes no responsibility for sinking or damage; however, boats may be pumped at Owner's expense.

WHEN VESSEL IS IN DANGER: If the Vessel is in danger as defined below, the Owner hereby authorizes the Marina to take reasonable and appropriate actions, at the Owners expense, to mitigate the danger. A Vessel shall be deemed to be in danger when it poses a threat of sinking, burning, capsizing, causing a hazard to navigation, causing unlawful pollution, causing damage to Marina property or that of other Marina customers, or if, in the Marina's judgment, the Vessel poses any similar threat. The Owner agrees to be bound by the Marina's actions and shall be fully responsible for all related expenses incurred.

INSURANCE REQUIREMENTS: Owner shall maintain insurance in the following amounts with responsible insurance companies reasonably acceptable to Marina: (i) Liability Policy, covering bodily injury and property damage, personal and advertizing injury, and pollution liability with minimum limits of \$1,000,000 per occurrence; and (ii) Hull coverage of at least market value of the Vessel. Proof of insurance as well as a valid copy of the Vessel's state registration or federal documentation must be filed annually at the Marina office. Owner understands that such insurance amounts are minimum requirements and are not intended in any way to limit Owner's liability. The liability policy shall name Sister Bay Marina, as Additional Insureds, as its/their interest(s) may appear. Owner's insurance shall be primary and non-contributory as to Marina's policies. Owner shall obtain a written obligation on the part of each insurer to notify Marina at least 30 days before cancellation or a material change of any such insurance policies. Owner shall provide evidence satisfactory to Marina of the maintenance of all insurance coverages required under this Agreement prior to the commencement date and at least 15 days prior to each renewal of said policies. This section shall survive the termination or expiration of this Agreement.

NOTE: Certificate of Insurance (2025) and Boat Registration (2025) Must be submitted ON or BEFORE May 15, 2025, for each Vessel before entering slip(s) at the Sister Bay Marina. NO EXCEPTIONS. ANY VESSEL(S) already in slip(s) without documentation will be towed at BOAT OWNER'S EXPENSE.

RELEASE: Owner agrees that Marina, its lessor, and its designated property management company, and their respective partners, members, affiliates and subsidiaries, and all of their respective officers, trustees, directors, shareholders, employees, servants, partners, representatives, insurers and agents (collectively, "Marina Indemnitees") shall not be liable to Owner or to any party claiming by, through or under Owner for (and Owner hereby releases Marina Indemnitees from any claim or responsibility for) any injury (including death) to persons or damage to or destruction, loss, or loss of use, or theft of any property of Owner or of Owner's officers, directors, employees, agents, representatives, Owners, invitees, customers, assignees, subtenants, or contractors, or contractors (collectively, "Boat Owner Parties") located in or about the Marina or of any injury (including death) of any Boat Owner Parties caused by casualty, theft, fire, third parties or any other matter or cause, **EVEN IF SUCH LIABILITIES ARE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF ANY MARINA INDEMNITEE, BUT NOT TO THE EXTENT SUCH LIABILITIES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY SUCH MARINA INDEMNITEE.** Owner acknowledges that Marina will not carry insurance on, and shall not be responsible for damage to, any property of a Boat Owner Party. This section shall survive the termination or expiration of this Agreement.

INDEMNIFICATION: Subject to the waiver of subrogation below, Owner hereby agrees to indemnify, protect, defend and hold harmless the Marina Indemnitees for, from and against all liabilities, claims, fines, penalties, costs, damages or injuries to persons, damages to property, losses, liens, causes of action, suits, judgments and expenses (including court costs, attorneys' fees, expert witness fees and costs of investigation), of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or part) (i) Owner's use, occupancy or enjoyment of the Slip and Marina, (ii) any activity, work or other things done, permitted or suffered by a Boat Owner Party in or about the Slip and Marina, (iii) any breach or default in the performance of any of Owner's obligations under this Agreement, (iv) any act, omission, negligence or willful misconduct of a Boat Owner Party, or (v) any damage to a Boat Owner Party's property; **EVEN IF SUCH LIABILITIES ARE CAUSED SOLELY OR IN PART BY THE NEGLIGENCE OF ANY MARINA INDEMNITEE, BUT NOT TO THE EXTENT SUCH LIABILITIES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY SUCH MARINA INDEMNITEE.**

WAIVER OF SUBROGATION: Marina and Owner hereby mutually waive any and all rights of recovery against one another based upon the negligence of either party or their agents or employees for real or personal property loss or damage occurring to the Slip, the Vessel, or to the Marina or any personal property located on the Marina or in the Slip from perils which are paid or reimbursed by an insurer of Marina or Owner under any fire, extended coverage or other property insurance policy maintained by Owner or Marina (or which would have been paid had the insurance required to be maintained hereunder been in full force and effect). Each party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party. This section shall survive the termination or expiration of this Agreement.

INVOICES AND PAYMENTS: Invoices shall be mailed yearly. An interest charge not greater than 1.5% monthly (18% annually) or the highest rate allowed by law will be applied to any balance greater than thirty (30) days past due. The Marina reserves the right to retain the Vessel without additional legal action until such time as all debts are satisfied. Any expense associated with such retention shall accrue to the unpaid balance due and payable before release. If a Vessel leaves the Marina with an outstanding invoice due, the Marina in no way relinquishes its claim to payment or right to regain possession of the Vessel until all debts are satisfied.

The contract for a slip must be completed in its entirety including the proof of ownership and insurance (boat title, registration & copy of insurance) and submitted along with a non-refundable \$500.00 deposit by December 15th. If the information on the boat registration and title does not match the application, the Village can reassign the slip and refund the annual rental fee according to the refund policy below.

Payment for seasonal dockage may be made in two installments. The first installment for seasonal dockage must be made by February 28th – second and final installment for seasonal dockage must be made by March 31st.

Payments postmarked after March 31st will be considered late and the slip may be awarded to the next person on the list.

In order to qualify for the Village property owner rate you must own real property in the Village and provide the Village with the property identification number. The name on the property records maintained by Door County must match the name on the application in order to qualify for the Village property owner rate.

END OF TERM: The Owner agrees that the Vessel will be promptly removed from the Slip in a safe and seamanlike manner at the end of the summer dockage term. The Owner further agrees not to remove any docks, utilities or other Marina supplied parts or services when vacating the Slip. After the end of the summer dockage term, if a Vessel is left in its Slip such Vessel may be charged transient dockage at published rates for each day it remains in the Slip after the end of the term. The Marina reserves the right to haul Vessels remaining in the water after October 25th at the Owner's liability and expense. Such Vessels left in water after October 25th without prior arrangements may be considered by the Marina to be abandoned and may be sold at public auction or otherwise disposed of by the Marina in accordance with applicable State and/or Federal laws.

VESSEL'S LEFT AT MARINA BEYOND ORIGINAL CONTRACT PERIOD: In the event the Owner does not arrange to have the Vessel removed from the Marina property at the end of the contract period, the Marina may, but will have no obligation to, continue to store the Vessel in a manner most convenient for the Marina, and the rates charged for such storage will be the then-prevailing rates. In such an instance, all terms and conditions regarding collection costs and expenses, including the recovery of attorney's fees, will continue to apply.

ENVIRONMENTAL SURCHARGE: The Marina shall have the right to assess a 1.5% surcharge on all invoices to offset the cost of complying with environmental laws and regulations pertaining to the disposal of hazardous materials originating on customers' boats and to the operation of the Marina in compliance with such laws and regulations.

LEGAL RIGHTS OF THE MARINA: The Owner stipulates and agrees that any and all services provided by the Marina give rise to federal maritime and state liens against the Vessel for the period of time that a debt is owed under this contract. THE VESSEL AND ITS CONTENTS MAY BE SOLD AT PUBLIC AUCTION FOR THE SATISFACTION OF THESE LIENS, and the minimum bid for such auction may be set by the Marina in its sole discretion at an amount sufficient to cover all outstanding debts under this contract, including all expenses, attorney's fees and interest. The proceeds of any sale shall be applied first to the outstanding amount due and then to the expenses of such sale, including attorney's fees, with the remainder, if any, being disbursed to the Owner.

DISPUTE RESOLUTION: The Owner acknowledges that the withholding of payment shall not be an acceptable form of dispute resolution. In the event that the Owner and Marina are unable to agree on the amount due for services rendered, such disagreement shall be settled as follows: Any complaint about the quality, adequacy or totality of work performed shall obligate the Marina to nothing more than the correcting of such validly demonstrated defects at no additional cost to the Owner. This section shall survive the termination or expiration of this Agreement.

DEFAULT: If Owner breaches any term of this Agreement, all of which are a material inducement to Marina entering into this Agreement, Owner shall be in default. Upon a default by Owner, in addition to any other rights or remedies available to Marina, Marina may elect to immediately terminate this Agreement, without refund, by notice to Owner, whereupon Owner shall immediately pay all sums due to Marina and remove the Vessel from the Marina.

RIGHT NOT TO RENEW: The Marina retains the right not to renew this contract and/or the right to assign it to a third party. The Village cannot guarantee year-to-year leasing of individual slips, but the prior lessee will have priority. If you have been assigned a seasonal slip and wish to purchase a new boat of a different size, you must confirm in writing that the new boat will fit in your existing slip. If you purchase a new boat and it does not fit in your existing slip, you will lose your slip without any refund.

DAMAGE TO OTHER BOATS IN THE MARINA: In the event the Owner's Vessel causes damage to other Vessels in the Marina or Marina property as a result of fire, sinking, capsizing, pollution, improper operation by anyone other than Marina staff, or from any other cause not within the direct control of the Marina, including Acts of God, the Owner agrees to be responsible for such damage.

OVERBOARD DISCHARGE/HAZARDOUS MATERIALS: The Vessel must be equipped with a sewage holding tank for all toilets, which tank shall not allow toilet wastes to be discharged into the water of the Marina. Marina shall be entitled to require that Owner insert a dye tablet in the Vessel's holding tank. Owner shall not store, release or permit to be released, by action or inaction, any hazardous waste or environmentally objectionable substances, including oil, gasoline, or untreated sewage ("Hazardous Substances") into the water or lands of the Marina. Vessel Owners are encouraged to use bilge socks to absorb fuel and oil. Owners are discouraged from discharging graywater in the marina. Marina prohibits power sanding and painting over water. Owner hereby indemnifies, defends and saves Marina harmless from all liabilities, claims, losses, expenses and obligations arising from the use, storage or placement of any Hazardous Substances upon the Slip or the Marina (if brought, placed thereon, or released by Owner, its agents, employees, contractors, or invitees), which obligations shall survive the expiration or termination of this Agreement. Owner shall be responsible for immediately reporting and cleaning up any such release. Owner shall immediately report any release to the appropriate government authorities and to the Marina manager and shall keep Marina informed on a daily basis of Owner's actions with respect to any clean up. If Marina is not satisfied, at Marina's sole discretion, with Owner's actions in reporting and cleaning up a release, Marina may take any action it deems appropriate regarding the release, at Owner's expense.

USE OF OUTSIDE CONTRACTORS: Owner acknowledges that the Marina is engaged in an entirely private business and is free to exercise its own independent discretion as to the parties with whom it will deal or to whom it will grant access to its premises. Owner acknowledges that the Marina has an interest in the safety of all boats stored or docked on its premises and therefore it has established specific policies with regard to access and insurance requirements. Accordingly, independent contractors or outside labor must check in at the Marina office before working on a Vessel. Upon checking in, all contractors will be required to demonstrate proof of insurance. The Marina reserves the right to require all subcontractors to pay the Marina an hourly fee for use of Marina facilities. The fee will be set by the Marina Manager on an individual basis after considering the size and nature of the work to be conducted by the subcontractor. An Owner found to be in violation of these policies will be subject to immediate termination of this contract. The Owner acknowledges that he has been advised of this policy, and consents to the enforcement of this policy.

ADVERTISING AND SOLICITING: Advertising and/or soliciting shall not be permitted on Marina property without the written approval of the Marina manager. There shall be no signage on boats other than a temporary for sale sign less than two square feet in size. No signage including a "for sale" sign is permitted on any boat owned by a dealer other than the permitted commercial operators. No commercial activity, boat sales or signage is permitted on boats other than the permitted commercial operators. The commercial operators shall comply with such other or additional regulations that the Marina may establish.

PHOTOGRAPHS AND IMAGES: From time to time, Marina staff and customers may take pictures of other customers on Marina property or Vessels. Owner consents for himself and Owner's guests that these images may be used by the Marina for purposes such as advertising and display in electronic media without further notification or compensation. All film negatives and positives and electronic images and data shall remain the property of the photographer except where otherwise specified by contract.

MEASUREMENT OF VESSELS: The Marina reserves the right to measure all Vessels for accurate billing purposes. Total length of a Vessel will be measured including any bow sprits or pulpits, swim platforms and/or similar protuberances or extensions. The Village reserves the right to assign boat slips and dock ties. Vessels assigned a seasonal slip will appropriately fit the slip assigned inclusive of all attachments fore and aft. Vessels over or under may be considered non-compliant and may result in a slip move, additional fees, or slip lease termination; at the discretion of the marina manager.

NATURE OF RELATIONSHIP: Owner acknowledges and agrees that the rental of summer slip space does not constitute either a landlord-tenant relationship or the bailment of the Vessel and as such the Marina shall have no responsibility or liability to Owner on such basis.

GOVERNING LAW. This Agreement and all disputes hereunder shall be governed by, and construed in accordance with, the laws of the state where the Marina is located without regard to the conflict of laws rules thereof.

SEVERABILITY. If any of the provisions contained in this Agreement is unenforceable in any respect, the remainder of this Agreement remains enforceable and, in lieu of the unenforceable provision, where equitable, there will be added to this Agreement a provision as similar in terms to the unenforceable clause as may be possible and be enforceable.

SLIP FEES: The lease of a slip is to an individual located at a particular property. The annual slip lease fee is dependent upon owning or not owning property in the Village. If an individual lessee moves to a different location then the fee is adjusted. If a slip holder decides not to renew his/her seasonal rental, written verification shall be provided to the Village at P.O. Box 769, Sister Bay, WI 54234.

REFUND POLICY: If, after paying your annual slip rental fee, the Village is notified in writing by March 15th of your desire to release the slip, 75% of that fee will be refunded. If notification is received between May 1st and June 1st, 50% of the fee will be refunded, and, after June 1st no refunds will be allowed.

At the discretion of the Marina Manager, slip privileges may be terminated if non occupancy of a slip for two entire seasons occurs. A slip may not be considered "occupied" by a seasonal tenant by placing or purchasing a larger, smaller, or unapproved vessel in the assigned slip. Slip transfers and assignments are at the sole discretion of the Marina Manager.

The Sister Bay Marina shall have the option to terminate this rental agreement within five (5) days, for any reason, by giving the Boat Owner written notice to that effect by registered mail addressed to the Owner at the address appearing hereon. In that event the Boat Owner shall vacate the assigned slip within those five (5) days, and shall be rebated on a pro-rata portion of the rental charged. No other damages shall be recoverable for such termination against Sister Bay Marina its agents or servants.

Sister Bay Marina has the continuing right to impose from time to time individual and general regulations for the safety, comfort and welfare of the Boat Owner and all others using or renting the Marina facilities, and Boat Owner to abide thereby.

Marina open and close dates for 2025

Marina open is 5/14/2025 and close date is 10/13/2025



2025 Marina Fee Schedule

<u>Service</u>	<u>Fee</u>
Daily Launch Pass	\$ 10.00
Seasonal Launch Pass	\$ 100.00
Commercial Seasonal Launch Pass	\$ 300.00
Sanitary Pump Out	\$ 25.00 (up to 60 Gallons) MUST PAY IN ADVANCE
Ice - 7lb Bag	\$ 2.50
Ice Block - 10lb	\$ 3.50
Water, Gatorade, Candy	\$2.00
Washer/Dryer Use	\$ 2.00 per load / \$ 2.00 per load
Laundry Detergent, Fabric Sheets	\$ 1.00
Seasonal Slip Dockage Sister Bay Property Owner	\$ 149.00 per foot of slip
Seasonal Slip Dockage Non-Sister Bay Property Owner	\$ 157.50 per foot of slip
In-Season Transient Dockage (Based length of Boat) May 14 th through October 13 th	\$2.65 + tax PER FOOT 20' – 39' \$2.75 + tax PER FOOT 40' – 49' \$2.85 + tax PER FOOT 50' – 59' \$2.95 + tax PER FOOT 60' – 69' \$3.05 + tax PER FOOT 70' and over
Late Season Transient Dockage – (May not be available) Sun – Thur ONLY , weekends are regular rates. September 15 th through October 13 th	\$ 35.00 per day (Sun – Thur ONLY)
Failure to remove boat at close of Season October 13th, 2025, is closing date	\$ 2.50 per foot per day 20' minimum

All of the above-mentioned fees are due and payable upon receipt of the stated service unless other arrangements have been made with the Marina Manager and a specific due date has been established. A late payment charge of 1% but not less than \$0.50 will be assessed on a monthly basis. All of the above-mentioned fees are due and payable upon receipt of the stated service unless other arrangements have been made with the Marina Manager and a specific due date has been established. A late payment charge of 1% but not less than \$0.50 will be assessed on a monthly basis for all fees not paid within twenty days of the due date.

Winterization 2024 - Marina committee 10/16/24

The Marina closed on 10/13. We have started the winterization of the marina. All grills, garbage cans, and fire extinguishers have been removed and placed in winter storage. The benches on the outer break wall and picnic tables will be removed in the next week or two.

Water has been shut off and the lines drained to all the docks and the office building.

Both boaters and public restrooms have been closed and cleaned for the winter. We have placed two porta potties near the public restrooms that will stay in place until the middle of November.

The parks department will begin placing the ice eater bubblers in the coming weeks.

The removal of the floating finger piers and ramps are scheduled to begin next week.

We are waiting on quotes for several of the off-season projects to be completed, they include Rehab of the boardwalk, redecking both C dock main pier and D dock floating pier on the commercial side of D dock. In addition, the floating piers on B dock will be rehabbed and three fixed piers on A dock will be redecked and altered to match the previous A dock piers that were rehabbed. These projects are part of the 5-year plan to upgrade the piers and extend their life by 12 to 15 years. This is the final year of that 5-year plan.



Dear Waitlist applicant,

Thank you for your interest in Sister Bay Marina. Our non-property owner waitlist continues to expand exponentially, with a wait of ten years or more. At the same time, our property owner's wait list continues to expand as well. Due to this growth, a seasonal slip has not been assigned to any non-property owner in the last ten years.

The Sister Bay Marina Committee has made the difficult decision to no longer maintain a non-property owner's waitlist. When you signed up for the waitlist, you gave us a \$200.00 deposit which we will be returning to you.

Please provide us with a current address where you would like your refund mailed. If you have any questions, we can be reached at 920-854-4457 or marinamanager@sisterbaywi.gov

Thank you,

David Lienau

Marina Manager

Marina Manager Certification

I was notified that my application was approved, and I have been notified of my certification as a Certified Marina Operator. This completes a 3-year process and training cycle. I will be awarded my certification in January at the national conference of the Association of Marina Industries.



Certified Marina Operator

David Lienau

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Has demonstrated a high level of professional achievement through knowledge, experience and active participation in the marina industry, and is hereby recognized and designated a CMO by the Association of Marina Industries.

A handwritten signature in black ink that reads "Rick Chapman".

Rick Chapman, CMM
AMI Chairman

October 4, 2024

VILLAGE OF SISTER BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2024

19

MARINA

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
690-42800-000-000 AMORTIZATION OF PREMIUM	.00	.00	2,803.00	(2,803.00)	.00
	.00	.00	2,803.00	(2,803.00)	.00
690-46371-000-000 SEASONAL SLIP FEES	.00	438,922.11	455,751.00	(16,828.89)	96.31
690-46372-000-000 DAILY DOCKING/TRANSIENT FEES	(685.35)	322,722.54	262,586.00	60,136.54	122.90
690-46373-000-000 LAUNCH FEES	18.87	15,537.82	19,000.00	(3,462.18)	81.78
690-46375-000-000 PUMP OUT SERVICES	.00	471.66	2,350.00	(1,878.34)	20.07
690-46376-000-000 COMMERCIAL DOCKING	.00	134,417.57	118,690.00	15,727.57	113.25
690-46377-000-000 DISCOUNTED SALES	.00	.00	(1,000.00)	1,000.00	.00
690-46380-000-000 LAUNDRY NON-TAXABLE	.00	258.47	500.00	(241.53)	51.69
690-46381-000-000 PRODUCT SALES	.00	2,711.35	8,000.00	(5,288.65)	33.89
690-46383-000-000 NON TAXABLE PRODUCT SALES	.00	234.00	500.00	(266.00)	46.80
	(666.48)	915,275.52	866,377.00	48,898.52	105.64
690-48110-000-000 INTEREST ON INVESTMENTS	.00	34,405.18	33,673.60	731.58	102.17
690-48995-000-000 MISC OTHER REVENUE	32.90	382.02	300.00	82.02	127.34
TOTAL SOURCE 48	32.90	34,787.20	33,973.60	813.60	102.39
TOTAL FUND REVENUE	(633.58)	950,062.72	903,153.60	46,909.12	105.19

2024

VILLAGE OF SISTER BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

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MARINA

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
690-42800-000-000 AMORTIZATION OF PREMIUM	.00	.00	2,803.00	(2,803.00)	.00
	.00	.00	2,803.00	(2,803.00)	.00
690-43690-000-000 DNR GRANTS	.00	19,685.00	36,560.00	(16,875.00)	53.84
	.00	19,685.00	36,560.00	(16,875.00)	53.84
690-46371-000-000 SEASONAL SLIP FEES	.00	427,679.87	455,751.45	(28,071.58)	93.84
690-46372-000-000 DAILY DOCKING/TRANSIENT FEES	(3,838.06)	289,254.44	262,586.13	26,668.31	110.16
690-46373-000-000 LAUNCH FEES	262.27	16,799.94	19,000.00	(2,200.06)	88.42
690-46375-000-000 PUMP OUT SERVICES	47.16	282.96	2,350.00	(2,067.04)	12.04
690-46376-000-000 COMMERCIAL DOCKING	.00	120,662.21	118,689.91	1,972.30	101.66
690-46377-000-000 DISCOUNTED SALES	.00	.00	(1,000.00)	1,000.00	.00
690-46380-000-000 LAUNDRY NON-TAXABLE	152.00	327.75	500.00	(172.25)	65.55
690-46381-000-000 PRODUCT SALES	58.95	3,858.84	8,000.00	(4,141.16)	48.24
690-46382-000-000 VENDING SALES	.00	.00	150.00	(150.00)	.00
690-46383-000-000 NON TAXABLE PRODUCT SALES	10.00	356.00	500.00	(144.00)	71.20
	(3,307.68)	859,222.01	866,527.49	(7,305.48)	99.16
690-48110-000-000 INTEREST ON INVESTMENTS	866.85	28,534.94	14,275.32	14,259.62	199.89
690-48260-000-000 BLDG RENTAL - BOATHOUSE	.00	9,000.00	18,000.00	(9,000.00)	50.00
690-48500-000-000 DONATIONS	.00	.00	88,000.00	(88,000.00)	.00
690-48995-000-000 MISC OTHER REVENUE	10.00	260.21	300.00	(39.79)	86.74
TOTAL SOURCE 48	876.85	37,795.15	120,575.32	(82,780.17)	31.35
TOTAL FUND REVENUE	(2,430.83)	916,702.16	1,026,465.81	(109,763.65)	89.31

2023

VILLAGE OF SISTER BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2024

MARINA

		PERIOD		BUDGET		% OF
		ACTUAL	YTD ACTUAL	AMOUNT		BUDGET
690-53540-111-000	FULL-TIME WAGES	.00	71,804.66	118,539.00	46,734.34	60.57
690-53540-111-051	FULL-TIME WAGES FACILITIES	.00	5,753.27	10,929.00	5,175.73	52.64
690-53540-111-920	FULL-TIME WAGES ADMIN	.00	8,843.18	29,886.00	21,042.82	29.59
690-53540-112-000	FULL-TIME OVERTIME WAGES	.00	6,004.39	.00 (	6,004.39)	.00
690-53540-112-051	FULL-TIME OVERTIME FACILITIES	.00	24.51	726.00	701.49	3.38
690-53540-114-000	UNWORKED WAGES	.00	2,191.23	.00 (	2,191.23)	.00
690-53540-121-000	PART-TIME WAGES	.00	54,464.00	71,500.00	17,036.00	76.17
690-53540-122-000	PART-TIME OVERTIME WAGES	.00	324.77	10,200.00	9,875.23	3.18
690-53540-123-000	BONUSES, DOCKMASTERS	.00	.00	3,050.00	3,050.00	.00
690-53540-131-000	RETIREMENT	.00	6,479.93	10,892.00	4,412.07	59.49
690-53540-132-000	SOCIAL SECURITY	.00	11,041.30	18,668.00	7,626.70	59.15
690-53540-133-000	INSURANCE, MEDICAL	.00	10,668.69	30,234.00	19,565.31	35.29
690-53540-134-000	INSURANCE, DENTAL	.00	469.93	1,989.00	1,519.07	23.63
690-53540-135-000	INSURANCE, GROUP LIFE	.00	24.36	149.00	124.64	16.35
690-53540-136-000	INSURANCE, DISABILITY	.00	454.84	1,037.00	582.16	43.86
690-53540-137-000	HSA BENEFITS EXPENSE	.00	327.88	5,853.00	5,525.12	5.60
690-53540-138-000	EAP BENEFITS EXPENSE	11.48	114.80	145.00	30.20	79.17
690-53540-140-000	VISION BENEFITS	.00	63.75	325.00	261.25	19.62
690-53540-141-000	UNIFORM ALLOWANCE	.00	1,531.00	2,000.00	469.00	76.55
690-53540-142-000	RECRUITMENT/TESTING/PHYSICALS	.00	607.09	500.00 (	107.09)	121.42
690-53540-143-000	RECOGNITION	.00	105.97	1,200.00	1,094.03	8.83
690-53540-144-000	MILEAGE	.00	117.25	750.00	632.75	15.63
690-53540-145-000	EXPENSE ALLOWANCE	.00	.00	200.00	200.00	.00
	PERSONNEL	11.48	181,416.80	318,772.00	137,355.20	56.91
690-53540-201-000	ELECTRIC/GAS	2,683.33	18,657.67	24,000.00	5,342.33	77.74
690-53540-202-000	WATER/SEWER/STORM	.00	3,587.91	10,000.00	6,412.09	35.88
690-53540-203-000	TELEPHONE	68.76	735.16	1,260.00	524.84	58.35
690-53540-204-000	CELL PHONE	54.50	366.37	275.00 (	91.37)	133.23
690-53540-205-000	INTERNET	319.96	3,690.76	4,500.00	809.24	82.02
690-53540-206-000	TELEVISION	52.49	517.40	850.00	332.60	60.87
690-53540-207-000	RECYCLING	136.32	1,534.05	1,000.00 (	534.05)	153.41
690-53540-208-000	GARBAGE	401.71	1,926.59	5,000.00	3,073.41	38.53
690-53540-209-000	LEGAL	.00	.00	500.00	500.00	.00
690-53540-210-000	AUDITING & CONSULTING	.00	2,736.96	2,750.00	13.04	99.53
690-53540-211-000	WEED CONTROL	.00	3,103.50	3,500.00	396.50	88.67
690-53540-214-000	HOLDING TANK EXPENSE	.00	.00	200.00	200.00	.00
	CONTRACTUAL SERVICES	3,717.07	36,856.37	53,835.00	16,978.63	68.46

2024

VILLAGE OF SISTER BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

22

MARINA

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT		% OF BUDGET
690-53540-111-000 FULL-TIME WAGES	4,839.62	52,025.92	62,915.00	10,889.08	82.69
690-53540-111-051 FULL-TIME WAGES FACILITIES	2,346.65	8,903.00	5,300.00	(3,603.00)	167.98
690-53540-111-920 FULL-TIME WAGES ADMIN	1,565.42	16,500.45	23,214.00	6,713.55	71.08
690-53540-112-051 FULL-TIME OVERTIME FACILITIES	.00	672.00	343.00	(329.00)	195.92
690-53540-114-000 UNWORKED WAGES	.00	1,209.90	.00	(1,209.90)	.00
690-53540-121-000 PART-TIME WAGES	1,125.00	52,974.00	59,500.00	6,526.00	89.03
690-53540-122-000 PART-TIME OVERTIME WAGES	106.88	2,505.40	10,200.00	7,694.60	24.56
690-53540-123-000 BONUSES, DOCKMASTERS	2,750.00	2,750.00	2,750.00	.00	100.00
690-53540-131-000 RETIREMENT	580.41	5,293.42	6,276.00	982.58	84.34
690-53540-132-000 SOCIAL SECURITY	985.22	10,744.58	12,640.00	1,895.42	85.00
690-53540-133-000 INSURANCE, MEDICAL	1,242.77	8,480.36	6,690.00	(1,790.36)	126.76
690-53540-134-000 INSURANCE, DENTAL	65.75	352.62	349.00	(3.62)	101.04
690-53540-135-000 INSURANCE, GROUP LIFE	6.08	47.91	59.00	11.09	81.20
690-53540-136-000 INSURANCE, DISABILITY	56.83	551.86	540.00	(11.86)	102.20
690-53540-137-000 HSA BENEFITS EXPENSE	35.00	579.58	420.00	(159.58)	138.00
690-53540-138-000 EAP BENEFITS EXPENSE	10.94	109.40	145.00	35.60	75.45
690-53540-140-000 VISION BENEFITS	9.98	48.11	45.00	(3.11)	106.91
690-53540-141-000 UNIFORM ALLOWANCE	.00	1,324.00	2,000.00	676.00	66.20
690-53540-142-000 RECRUITMENT/TESTING/PHYSICALS	.00	.00	500.00	500.00	.00
690-53540-143-000 RECOGNITION	.00	46.62	750.00	703.38	6.22
690-53540-144-000 MILEAGE	.00	121.83	750.00	628.17	16.24
690-53540-145-000 EXPENSE ALLOWANCE	.00	.00	200.00	200.00	.00
PERSONNEL	15,726.55	165,240.96	195,586.00	30,345.04	84.49
690-53540-201-000 ELECTRIC/GAS	1,748.88	19,410.99	16,500.00	(2,910.99)	117.64
690-53540-202-000 WATER/SEWER/STORM	3,499.61	7,356.94	9,130.00	1,773.06	80.58
690-53540-203-000 TELEPHONE	74.08	708.55	550.00	(158.55)	128.83
690-53540-204-000 CELL PHONE	21.80	213.92	275.00	61.08	77.79
690-53540-205-000 INTERNET	410.25	3,433.35	4,500.00	1,066.65	76.30
690-53540-206-000 TELEVISION	.00	425.05	850.00	424.95	50.01
690-53540-207-000 RECYCLING	145.07	910.07	600.00	(310.07)	151.68
690-53540-208-000 GARBAGE	659.92	3,364.24	4,100.00	735.76	82.05
690-53540-209-000 LEGAL	.00	112.50	500.00	387.50	22.50
690-53540-210-000 AUDITING & CONSULTING	.00	2,368.55	3,500.00	1,131.45	67.67
690-53540-211-000 WEED CONTROL	.00	3,329.12	3,500.00	170.88	95.12
690-53540-214-000 HOLDING TANK EXPENSE	.00	.00	200.00	200.00	.00
CONTRACTUAL SERVICES	6,559.61	41,633.28	44,205.00	2,571.72	94.18

2023

VILLAGE OF SISTER BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2024

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MARINA

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT		% OF BUDGET
690-53540-301-000 VEHICLE & EQUIPMENT GAS, OIL,	226.31	226.31	250.00	23.69	90.52
690-53540-303-000 EQUIPMENT RENTAL	.00	5.73	350.00	344.27	1.64
690-53540-310-000 COMPUTER SOFTWARE MAINTENANCE	194.00	7,994.19	13,200.00	5,205.81	60.56
690-53540-311-000 WEBSITE	.00	.00	750.00	750.00	.00
690-53540-312-000 IT SUPPORT	120.00	1,184.55	3,000.00	1,815.45	39.49
690-53540-321-000 OFFICE SUPPLIES	.00	268.20	1,000.00	731.80	26.82
690-53540-322-000 POSTAGE	.00	60.34	300.00	239.66	20.11
690-53540-324-000 PRINTING/COPYING	.00	2,270.35	2,750.00	479.65	82.56
690-53540-325-000 ADVERTISING & PUBLIC NOTICES	.00	.00	2,000.00	2,000.00	.00
690-53540-331-000 MEMBERSHIP DUES	300.00	845.00	650.00	(195.00)	130.00
690-53540-332-000 EDUCATION/TRAINING	325.95	7,805.86	3,500.00	(4,305.86)	223.02
690-53540-351-000 MEDICAL/SAFETY SUPPLIES	.00	715.07	1,500.00	784.93	47.67
690-53540-352-000 MINOR EQUIPMENT AND TOOLS	.00	431.49	10,000.00	9,568.51	4.31
690-53540-353-000 GENERAL SUPPLIES	6.05	473.16	4,000.00	3,526.84	11.83
690-53540-354-000 SUPPLIES FOR RESALE	331.12	1,757.64	3,500.00	1,742.36	50.22
690-53540-357-000 EVENT COSTS	.00	3,577.21	2,000.00	(1,577.21)	178.86
690-53540-362-000 GROUNDS MAINTENANCE	.00	.00	3,500.00	3,500.00	.00
690-53540-366-000 BUILDING MAINTENANCE	3,725.00	8,190.64	16,853.00	8,662.36	48.60
690-53540-368-000 DOCK MAINTENANCE	.00	98,520.71	100,000.00	1,479.29	98.52
690-53540-369-000 EQUIPMENT MAINTENANCE	.00	1,815.78	1,950.00	134.22	93.12
690-53540-392-000 MISCELLANEOUS	.00	83.76	100.00	16.24	83.76
SUPPLIES AND EXPENSE	5,228.43	136,225.99	171,153.00	34,927.01	79.59
690-53540-401-000 CUSTODIAL SUPPLIES	6.35	1,749.06	4,000.00	2,250.94	43.73
690-53540-408-000 CONTINGENCY, MARINA	.00	.00	5,000.00	5,000.00	.00
BUILDING MATERIALS	6.35	1,749.06	9,000.00	7,250.94	19.43
690-53540-510-000 PROPERTY & LIABILITY INSURANCE	.00	22,388.63	20,500.00	(1,888.63)	109.21
690-53540-512-000 INSURANCE, WORK COMP	.00	6,040.91	7,059.00	1,018.09	85.58
690-53540-550-000 BANK SERVICE CHARGES	.00	13,973.56	16,000.00	2,026.44	87.33
690-53540-599-000 LICENSE AND PERMIT FEES	.00	116.00	25.00	(91.00)	464.00
FIXED CHARGES	.00	42,519.10	43,584.00	1,064.90	97.56
690-53540-602-000 INTEREST	.00	39,687.00	39,687.00	.00	100.00
DEBT SERVICE	.00	39,687.00	39,687.00	.00	100.00
690-53540-860-000 COMPUTER HARDWARE	.00	93.52	.00	(93.52)	.00
690-53540-899-000 DEPRECIATION	.00	26,891.01	107,564.00	80,672.99	25.00
CAPITAL OUTLAY	.00	26,984.53	107,564.00	80,579.47	25.09
TOTAL DEPARTMENT 540	8,963.33	465,438.85	743,595.00	278,156.15	62.59
DEPARTMENT 541					

2024

VILLAGE OF SISTER BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

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MARINA

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT		% OF BUDGET
690-53540-301-000 VEHICLE & EQUIPMENT GAS, OIL,	.00	(.01)	250.00	250.01	.00
690-53540-303-000 EQUIPMENT RENTAL	.00	7.39	350.00	342.61	2.11
690-53540-310-000 COMPUTER SOFTWARE MAINTENANCE	553.99	7,564.84	13,200.00	5,635.16	57.31
690-53540-311-000 WEBSITE	123.50	823.38	750.00	(73.38)	109.78
690-53540-312-000 IT SUPPORT	220.00	4,482.06	3,000.00	(1,482.06)	149.40
690-53540-321-000 OFFICE SUPPLIES	.00	178.08	1,000.00	821.92	17.81
690-53540-322-000 POSTAGE	11.97	167.02	300.00	132.98	55.67
690-53540-324-000 PRINTING/COPYING	17.51	2,010.10	1,200.00	(810.10)	167.51
690-53540-325-000 ADVERTISING & PUBLIC NOTICES	.00	165.00	2,000.00	1,835.00	8.25
690-53540-331-000 MEMBERSHIP DUES	300.00	550.00	650.00	100.00	84.62
690-53540-332-000 EDUCATION/TRAINING	.00	1,916.66	3,500.00	1,583.34	54.76
690-53540-351-000 MEDICAL/SAFETY SUPPLIES	.00	482.92	1,500.00	1,017.08	32.19
690-53540-352-000 MINOR EQUIPMENT AND TOOLS	.00	3,183.65	10,000.00	6,816.35	31.84
690-53540-353-000 GENERAL SUPPLIES	.00	1,360.85	4,000.00	2,639.15	34.02
690-53540-354-000 SUPPLIES FOR RESALE	.00	5,903.46	3,500.00	(2,403.46)	168.67
690-53540-357-000 EVENT COSTS	.00	2,000.00	2,000.00	.00	100.00
690-53540-362-000 GROUNDS MAINTENANCE	.00	3,923.53	3,500.00	(423.53)	112.10
690-53540-366-000 BUILDING MAINTENANCE	249.26	5,716.46	16,853.25	11,136.79	33.92
690-53540-368-000 DOCK MAINTENANCE	.00	188,466.15	160,000.00	(28,466.15)	117.79
690-53540-369-000 EQUIPMENT MAINTENANCE	.00	2,080.29	1,950.00	(130.29)	106.68
690-53540-392-000 MISCELLANEOUS	.00	.00	100.00	100.00	.00
SUPPLIES AND EXPENSE	1,476.23	230,981.83	229,603.25	(1,378.58)	100.60
690-53540-401-000 CUSTODIAL SUPPLIES	82.18	2,773.75	4,000.00	1,226.25	69.34
690-53540-408-000 CONTINGENCY, MARINA	100.00	488.80	5,000.00	4,511.20	9.78
BUILDING MATERIALS	182.18	3,262.55	9,000.00	5,737.45	36.25
690-53540-510-000 PROPERTY & LIABILITY INSURANCE	.00	20,278.01	20,500.00	221.99	98.92
690-53540-512-000 INSURANCE, WORK COMP	2.17	5,313.99	4,971.00	(342.99)	106.90
690-53540-523-000 UNEMPLOYMENT COSTS	196.24	196.24	.00	(196.24)	.00
690-53540-550-000 BANK SERVICE CHARGES	652.72	16,170.94	16,000.00	(170.94)	101.07
690-53540-599-000 LICENSE AND PERMIT FEES	.00	175.00	25.00	(150.00)	700.00
FIXED CHARGES	851.13	42,134.18	41,496.00	(638.18)	101.54
690-53540-602-000 INTEREST	.00	43,628.76	43,628.76	.00	100.00
DEBT SERVICE	.00	43,628.76	43,628.76	.00	100.00
690-53540-899-000 DEPRECIATION	8,984.50	89,845.00	107,814.00	17,969.00	83.33
CAPITAL OUTLAY	8,984.50	89,845.00	107,814.00	17,969.00	83.33
TOTAL DEPARTMENT 540	33,780.20	616,726.56	671,333.01	54,606.45	91.87
DEPARTMENT 541					

2023

VILLAGE OF SISTER BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2024

MARINA

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT		% OF BUDGET
690-53541-200-000	OTHER CONTRACTED SERVICES	.00	274.02	110.00	(164.02) 249.11
690-53541-201-000	ELECTRIC/GAS	41.42	257.23	1,200.00	942.77 21.44
690-53541-202-000	WATER/SEWER/STORM	.00	383.90	500.00	116.10 76.78
	CONTRACTUAL SERVICES	41.42	915.15	1,810.00	894.85 50.56
690-53541-367-000	BOATHOUSE MAINTENANCE	.00	7,000.00	51,500.00	44,500.00 13.59
	SUPPLIES AND EXPENSE	.00	7,000.00	51,500.00	44,500.00 13.59
		41.42	7,915.15	53,310.00	45,394.85 14.85
690-55301-408-000	EVENT COSTS FOR MARINA	.00	.00	2,000.00	2,000.00 .00
	BUILDING MATERIALS	.00	.00	2,000.00	2,000.00 .00
		.00	.00	2,000.00	2,000.00 .00
690-59210-000-000	TRANSFER TO GENERAL FUND	.00	12,878.76	51,515.00	38,636.24 25.00
	PERSONNEL	.00	12,878.76	51,515.00	38,636.24 25.00
		.00	12,878.76	51,515.00	38,636.24 25.00
	TOTAL FUND EXPENDITURES	9,004.75	486,232.76	850,420.00	364,187.24 57.18
	NET REVENUES OVER EXPENDITURES	(9,638.33)	463,829.96	52,733.60	(317,278.12) 879.57

2024

VILLAGE OF SISTER BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 10 MONTHS ENDING OCTOBER 31, 2023

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MARINA

		PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT		% OF BUDGET
690-53541-200-000	OTHER CONTRACTED SERVICES	.00	2,863.64	110.00	(2,753.64)	2,603.31
690-53541-201-000	ELECTRIC/GAS	(592.20)	251.71	1,200.00	948.29	20.98
690-53541-202-000	WATER/SEWER/STORM	.00	421.08	500.00	78.92	84.22
	CONTRACTUAL SERVICES	(592.20)	3,536.43	1,810.00	(1,726.43)	195.38
690-53541-367-000	BOATHOUSE MAINTENANCE	.00	664.20	1,500.00	835.80	44.28
	SUPPLIES AND EXPENSE	.00	664.20	1,500.00	835.80	44.28
		(592.20)	4,200.63	3,310.00	(890.63)	126.91
690-55301-408-000	EVENT COSTS FOR MARINA	.00	.00	2,000.00	2,000.00	.00
	BUILDING MATERIALS	.00	.00	2,000.00	2,000.00	.00
		.00	.00	2,000.00	2,000.00	.00
690-59210-000-000	TRANSFER TO GENERAL FUND	4,212.42	42,124.20	60,549.00	18,424.80	69.57
	PERSONNEL	4,212.42	42,124.20	60,549.00	18,424.80	69.57
		4,212.42	42,124.20	60,549.00	18,424.80	69.57
	TOTAL FUND EXPENDITURES	37,400.42	663,051.39	737,192.01	74,140.62	89.94
	NET REVENUES OVER EXPENDITURES	(39,831.25)	253,650.77	289,273.80	(183,904.27)	87.69

2023

Boat House – Shadow group

Update of information from Shadow group – The group held a meeting two weeks ago. We have been told an update will be available.

Sister Bay Boat Rental Contract Fees

Thor Johnson of Sister Bay Boat Rentals is questioning the fees to be paid under the current contract. If you recall the committee agreed to price the commercial vendors based on the total feet of linear dock they leased. The price was based on 150% of the seasonal boater's price per foot of dock. The seasonal boater rate is 149\$ per foot of dock. The commercial rate would be 223.50\$ per foot of dock.

When we prepared invoices this spring it became apparent there was a significant increase for Sister Bay Boat Rental. They would have received about twice the increase by % than other commercial vendors. We spoke with Thor and agreed we would investigate past pricing and see if there was a reason his increase was that large.

It took us many weeks to research past pricing and determine what that would mean for the contract price. We communicated with Thor as we received information. I should note that Thor did pay the same amount as last year's contract price in good faith, as we investigated pricing. The increase in price is what is at issue.

We discovered two items that would change the amount of increase. First, the E dock in past contracts was given 20 feet of free or uncharged footage probably due to blockage of the dock by Boat Tours. If that was carried forward it would reduce the price by 4145\$.

Second, we also discovered in the past contract, the boat rental business was charged 75% of fees for the long E dock (70 feet). If that was done, the price would decrease by \$4470.

Price based on contract	67282\$	38% increase
Remove 20 feet from price	- 4738\$	
	62544\$	28% increase
Remove 25 % from e dock	- 4146\$	
	58398\$	19% increase

Yearly Comparisons 2023 & 2024				
Vendor	Slip - Footage	Cost in 2023 (\$)	Cost in 2024 (\$)	Cost % Growth 2023 -> 2024
Boat Rental	E 28 (E Dock) - 90'	13,384	21,322	
	E 29 - 44'	8,660	10,424	
	E 30 - 50'	9,841	11,846	
	D 101 - 56'	8,266	13,267	
	D 102 - 44'	8,660	10,424	
284'		48,811	67,282	38%

Boat Rental	E 28 (E Dock) - 90'	13,384	21,322		Original 2024 Invoicing	
	284'	48,811	67,282	38%		
					\$ 4,738	Decrease after 20' removed
Boat Rental	E 28 (E Dock) - 70'	13,384	16,584		Invoicing with 20' removed from "E Dock"	
	264'	48,811	62,544	28%		
					\$ 4,146	Decrease after 25% off
Boat Rental	E 28 (E Dock) - 70'	13,384	12,438		Invoicing with 25% off "E Dock" in addition to the 20' removed	
	264'	48,811	58,398	20%		