

VILLAGE BOARD MEETING

TUESDAY, NOVEMBER 19, 2024 – 6:00 PM



Sister Bay Liberty Grove Fire Station – 2258 Mill Road

To access the meeting electronically, click:

<https://zoom.us/j/4439901723?pwd=yAVpi40M1OlqgNufcVUE8XWCUSkKaH.1&omn=97063638580>

Meeting ID: 443 990 1723 Passcode: 304078

To connect by phone: 1-301-715-8592 - Meeting ID 443 990 1723#

[Deviations from the agenda order shown may occur](#)

For additional meeting information visit: www.sisterbaywi.gov, click ‘Agendas and Minutes’

AGENDA

- 1. Call to Order (Zoom Participants Mute Devices)
- 2. Roll Call
- 3. Approve Agenda
- 4. Approve Minutes: October 15, 2024 Regular Village Board Meeting and October 21, 2024 Special Board Meeting pgs. 3-12
- 5. Comments, Correspondence and Concerns from the Public (Public comment limited to 3 non-transferable minutes per person) pgs. 14-22
- 6. County Supervisor Report
- 7. Ordinances/Resolutions
 - a) Res. 2024-019; Village Hall Planning Task Force; Extend Responsibility to Three-Year Term pgs. 25-28
 - b) Ord. 2024-020; Adopt Records Retention Policy for the Village of Sister Bay Water and Sewer Utility pgs. 30-112
 - c) Ord. 2024-021; Amend Chapter 6; Alcoholic Beverages pgs. 114-125
- 8. Discussion/Action Items
 - a) Administration Building; Design Approval pgs. 127-141
 - b) Ice Rink; Friends Group Update pg. 143
 - c) Development Agreement; Stollenwerk; Aquatics Facility; Highway 57 pgs. 145-147
 - d) Development Agreement; Eagle Mechanical; Contractor Sales and Service; Highway 57 pgs. 169-196
 - e) Assessment Services Contract; Action Appraisers & Consultants, Inc. pgs. 198-224
 - f) CDBG Contract; Village Hall Renovations; Bay-Lake RPC pgs. 226-230
 - g) Design Services Contract; Village Hall Renovation & Restrooms; McMahon Group pgs. 232-242
 - h) Animal Control Contract; M.R. Wildlife, LLC pgs. 244-246
 - i) Utility Rate Study Change pgs. 248-251
 - j) Fee Schedule Changes pgs. 253-262
 - k) Monthly Financial Report and Appropriations pgs. 264-271
- 9. Staff Reports pgs. 274-277
- 10. Committee Reports (see below) pg. 278
- 11. Matters to be Placed on a Future Agenda or Referred to a Committee, Official or Employee
- 12. Executive Session
 - a) Convene into Executive Session pursuant to Wis. Stats §19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, more particularly to discuss the offer to purchase from 2313 Mill Road. Also, discussion may include, pursuant to Wis. Stats §19.85(1)(g), conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved, regarding Knowles-Nelson Stewardship Program Grant No. UGS3-166, public parking lot on Mill Road.
 - b) Motion to Reconvene into Open Session
 - c) Motion for Action, if Appropriate
- 13. Adjourn

Public Notice

Questions regarding the nature of the Agenda items or more detail on the items listed can be directed to Julie Schmelzer, Village Administrator, at julie.schmelzer@sisterbaywi.gov. It is possible that members of and possibly a quorum of members of other governmental bodies may attend the meeting to gather information; no action will be taken by any governmental body other than the body specifically referred to above. Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid or accommodation at no cost to the individual. 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 online and at the Village Administration Building during operating hours (8 a.m. to 4 p.m. Mondays – Thursdays, 8 a.m. to noon on Fridays).

1. Finance Committee	9. Parks, Property & Streets Committee pgs. 15-17
2. Fire Board	10. Personnel Committee
3. Ad Hoc Green Tier Legacy Community Cmte pg. 1	11. Plan Commission pgs. 18-21
4. Historical Society pgs. 2-4	12. SBAA
5. Housing Committee pgs. 5-7	13. Tourism Zone Commission
6. Marina Committee pgs. 8-11	14. Sewer and Water Utility Committee pgs. 22-26
7. Library Commission pgs. 12-14	15. Village Hall Planning Task Force pgs. 27-28
8. Parking Committee	

The Village of Sister Bay is an Equal Opportunity Provider and Employer

AGENDA ITEM 4

Approve Minutes: October 15, 2024
Regular Meeting and October 21, 2024
Special Board Meeting

VILLAGE OF SISTER BAY BOARD OF TRUSTEES MEETING MINUTES
TUESDAY, OCTOBER 15, 2024
(APPROVAL PENDING)

Agenda Item No. 1. Call Meeting to Order

The October 15, 2024 meeting of the Village of Sister Bay Board of Trustees was called to order by President Nate Bell at 6:00 P.M.

Agenda Item No. 2. Roll Call

Present: Trustees Nate Bell, Denise Bhirdo, Kurt Harff, Louise Howson, Patrice Champeau and Alison Werner. Lilly Orozco was absent.

Staff: Administrator Julie Schmelzer, Finance Director/Treasurer Volodymyr Gannik, and Clerk Heidi Teich

Others: Patrick Voight, Laurel Harff, "A", "13093030715"

Agenda Item No. 3. Approval of Agenda

A motion was made by Werner, seconded by Bhirdo that the Agenda for the October 15, 2024 meeting of the Village of Sister Bay Board of Trustees be approved as presented. Motion carried – All ayes.

Agenda Item No. 4. Approve Minutes – August 20, 2024 and October 8, 2024

A motion was made by Werner, seconded by Howson that the minutes of the August 20, 2024 regular meeting be approved as presented and October 8, 2024 special meeting of the Village Board of Trustees be approved as amended to correct a typo and include the allocation of \$25,000 from the Undesignated Fund Balance to sign a contract with McMahon & Associates for services to continue the design of the new administration building. Motion carried – All ayes.

Agenda Item No. 5. Comments, Correspondence and Concerns from the Public

Correspondence received for the September board meeting, which was canceled, and included in tonight's meeting packet consisted of an email from Brian Tourmo in support of a new ice rink and an invitation to participate in a well-monitoring program offered through UW-Oshkosh.

Bell asked if anyone wished to make a public statement. No one responded.

Agenda Item No. 6. County Supervisor Report

County Supervisor Patrick Voight appeared via ZOOM to present a report on the County activities. He shared that the Highway Department is hosting a hazardous waste event on Friday, Nov. 1, 2024 from 3:30 PM – 5:30 PM at the Fire Station on Mill Rd.

Voight was asked to explain the Heartland-10 rezoning request by the Town of Liberty Grove. He stated that the current zoning allows only commercial business on those 10-acre lots if the property owner lives on the property. The request of the town is to not require the property owner to reside on the parcel. The rezoning petition is being heard by the County this week.

Regarding the County Budget, Voight apologized that he did not have the information in front of him,

1 but the County would be meeting in November to continue the discussion.

2
3 Voight was asked by the board to share his county appointments. He responded that that he sits on
4 the Judiciary and Public Safety Committee and Land Conservation Committee. He briefly reported on
5 the Forestville Mill Pond as part of the Land Conservation Committee meetings and updated the board
6 on the new service vehicles and radios towers as is being discussed by the Judiciary and Public Safety
7 Committee.

8
9 **Agenda Item No. 7. Ordinances/Resolutions**

10 **a) Res. 2024-017; Surplus Property Policy**

11 The village board formalized a surplus property policy in 2018, and recent conversations at the Parks,
12 Property & Streets Committee level have resulted in the need for an update. A revised policy,
13 presented as Resolution 2024-017, was included in the meeting packet for the members to review.

14
15 *A motion was made by Howson, seconded by Champeau to approve Resolution 2024-017 which*
16 *updates and adopts a Surplus Property Policy for the Village of Sister Bay as presented. Motion*
17 *carried – all ayes.*

18
19 **Agenda Item No. 8. Discussion/Action Items**

20 **a) McMahon Contract; Village Administrative Building Design**

21 A new administration building is planned for Sister Bay, and after multiple meetings of the Parks,
22 Property & Streets Committee regarding the building, a design has not yet been determined. The
23 original contract for services has ended, and discussion at a prior meeting to discuss the Capital
24 Improvement Plan led to the inclusion of this agenda item tonight. To retain additional services, at
25 additional cost, a new contract is required. Schmelzer explained that the contract would be for time
26 and materials not to exceed \$25,000.

27
28 A lengthy debate took place amongst the board members on the design of a new administration
29 building, specifically addressing the need for and size of an atrium, whether or not to include a kitchen
30 for the public to use, and the fluctuating costs of construction.

31
32 The consensus of the board was to reconfigure the atrium space while keeping the overall size of each
33 wing of the building the same. They stated no need to redesign the office spaces, nor provide a public
34 kitchen.

35
36 Schmelzer reviewed the scope of services for the proposed contract with McMahon, noting that there
37 would be one in-person meeting, but the majority of the meetings would be held virtually to reduce
38 costs. Bhirdo asked that a preliminary drawing be done before the consultant meets with the Parks
39 Committee in person.

40
41 *A motion was made by Howson, seconded by Harff to approve a contract with McMahon & Associates*
42 *for no more than \$25,000 in additional design services for a new administration building for the Village*
43 *of Sister Bay. Motion carried – all ayes.*

44
45 Schmelzer briefly touched on the need for the utilities to extend water and sewer to the Logerquist
46 property site, as required by the Sister Bay Municipal Code when property is annexed. She anticipates

1 that the cost will be approximately \$200,000 and it is yet to be determined where that money should
2 come from.

3
4 **b) Development Agreement Amendment; Coming of Age in Sister Bay, LLC; Sister Bluff Dr**

5 Representatives for Coming of Age in Sister Bay LLC have requested changes to the development
6 agreement previously signed with the Village of Sister Bay for their property on Sister Bluff Drive.
7 Specifically, they would like to install siding on the chimney chase instead of stone, and revise the
8 patios as presented at the September Plan Commission meeting. An amendment to the existing
9 development agreement was included in the meeting packet for review. No concerns were raised by
10 the board members.

11
12 *A motion was made by Champeau, seconded by Harff to approve the amendment to the development*
13 *agreement between the Village of Sister Bay and Coming of Age in Sister Bay, LLC as presented. Motion*
14 *carried – all ayes.*

15
16 **c) Conditional License Surrender; AIM Country Walk BP; 2431 S Bay Shore Dr**

17 AIM Country Walk BP, operating at 2431 S Bay Shore, is scheduled for sale this week. The owner would
18 like to request a conditional surrender of the liquor and tobacco licenses for the property contingent
19 on the successful closing of the property sale, which will be verified by office staff prior to the
20 surrender.

21
22 *A motion was made by Bell, seconded by Werner to approve the conditional surrender of the*
23 *combination Class A Liquor License and Cigarette, Electronic Vaping Device and Tobacco Retailers*
24 *License for the property at 2431 S Bay Shore Dr. contingent on a successful real estate closing to Rana,*
25 *LLC as presented. Motion carried – all ayes.*

26
27 **d) Alcohol and Tobacco License Applications; Rana LLC; 2431 S Bay Shore Dr**

28 Applications for a Combination Class A Liquor License and Cigarette, Electronic Vaping Device, and
29 Tobacco License Retailers License were received from Rana, LLC, for the property located at 2431 S
30 Bay Shore Dr. The property is under contract for sale to Rana, LLC, with a closing date later this week.
31 Proper notice for the application was published in the newspaper and all applicable fees collected.
32 Bhirdo noted that there were several omissions in the supplied applications (missing date and check
33 boxes unmarked) that will need to be corrected before any license is granted. Teich will see that the
34 missing information is supplied on the application and verify the closing with the title company before
35 issuing any licenses.

36
37 *A motion was made by Bhirdo, seconded by Harff to approve the request of Rana LLC for a combination*
38 *Class A Liquor License and Cigarette, Electronic Vaping Device and Tobacco Retailers License as*
39 *presented, subject to verification by office staff of a successful real estate property closing. Motion*
40 *carried – all ayes.*

41
42 **e) Memorandum of Understanding; Badger Books**

43 The Village has purchased Badger Books, the state-approved electronic poll book for elections
44 administration. A Memorandum of Understanding with the Wisconsin Elections Commission to strictly
45 adhere to application procedures in exchange for training and software updates at no cost to the
46 village is required. The Clerk and several poll workers will be trained on the system this December for
47 implementation of the system beginning in 2025.

1
2 *A motion was made by Bhirdo, seconded by Harff to approve the Memorandum of Understanding*
3 *between the Wisconsin Elections Commission and Village of Sister Bay pertaining to the Badger Books*
4 *electronic poll book as presented. Motion carried – all ayes.*
5

6 **f) Introduce Ordinance; Ch. 6; Alcoholic Beverages**

7 It was discovered this past year during license renewal that the village's ordinance omitted language
8 concerning the issuance of provisional licenses. In addition, the ordinance did not reflect changes
9 necessitated by the passage of WI Act 73 in 2023 concerning Class C Wine Licenses and Operator's
10 Permits. Proposed changes to the existing ordinance were presented in the meeting packet for
11 discussion. The trustees were invited to suggest any other additional updates they deemed relevant.
12 Teich clarified that the state-issued operator's permit, which forms have yet to be made available, will
13 be valid in any Wisconsin municipality. It will be incumbent on staff to ensure that a copy is provided
14 if business choose to purchase permits from the state rather than the local operator's license.
15

16 *Discussion on updates to this ordinance will continue at the November meeting of the board of trustees.*
17

18 **g) Monthly Financial Report and Appropriations**

19 The financial statements for the months of September and October were prepared and included in the
20 meeting packet. A number of questions were asked, and staff did their best to answer without all the
21 department heads present to account for their charges.
22

23 *A motion was made by Bhirdo, seconded by Howson to approve and pay the monthly bills in the amount*
24 *of \$958,744.95 for September and \$699,110.82 for October as presented. Motion carried – all ayes.*
25

26 **Agenda Item No. 9. Committee Reports**
27

28 **Finance Committee:** Minutes of the September 10, 2024 and September 23, 2024 meetings of the
29 Finance Committee were included in the meeting packets. No additional questions were asked.
30

31 **Fire Board:** The Fire Board has not met recently.
32

33 **Ad Hoc Green Tier Legacy Community Committee:** The Green Tier Legacy Community Committee has
34 not met recently. Jeff Johnson will be providing a report on a baler facility in Minnesota before the
35 committee meets again.
36

37 **Historical Society:** Trustee Champeau noted that minutes are included in the packet for the September
38 meeting. Currently the group is getting ready for Christkindlmarkt, and is starting to fundraise for the
39 boathouse preservation in order that the *Shadow* be placed there in the future. Champeau noted that
40 the Historical Society board is very supportive of the idea of an historic preservation overlay district in
41 the village and encouraged the village to keep working on it.
42

43 **Housing Committee:** Minutes of the September 17, 2024 and September 24, 2024 meetings of the
44 Housing Committee were included in the meeting packet. A grant was submitted today for possible
45 funding. If a grant is awarded, the money must be expended by 2030. A brief discussion was held on
46 the option of looking to existing housing developments for ideas rather than creating a new model
47 from scratch here in Sister Bay.

Library Commission: Minutes of the August 12, 2024 and September 16, 2024 meetings of the Library Commission were included in the meeting packet. Harff highlighted that the Marina Fest Book Sale was very successful with \$2700 having been donated to Gibraltar Middle School for their class trip. The library also received a bequest of \$5000 recently.

Marina Committee: The Marina Committee did not meet in September.

Parking Committee: The Parking Committee has not yet met.

Parks, Property & Streets Committee: The Parks, Property & Streets Committee minutes from September 9, 2024 and October 7, 2024 were both included in the meeting packet. Werner questioned a statement in the minutes regarding the loss of ability to transmit election results to the County on election days from the fire station. Teich confirmed that in 2025 the fire station will no longer have a fax line, which is how those results are currently transmitted. To address that issue, Teich noted that she will be able to transmit results directly to the State of Wisconsin using the Badger Books, and the County will be able to pull results from the state. Howson also reported that she has been observing the parking at Chop Restaurant and sees no violation of the "No Parking" signs at that location.

Personnel Committee: Minutes of the September 11, 2024 and October 9, 2024 meetings of the Personnel Committee were included in the meeting packet. Howson reported that they are actively working on the Personnel handbook, and revising staff performance evaluation forms tailored to the position, rather than one generic form for all positions. They are also working on creating bylaws for the committee which will come to the board for approval soon.

Plan Commission: Minutes from the August 22, 2024 and September 24, 2024 meetings of the Plan Commission were included in the meeting packet. No additional questions were asked.

SBAA: No minutes were provided. Orozco was not in attendance to report.

Tourism Zone Commission: No minutes were provided. Howson reported that the commission will be meeting later this week and reported that room statistics through August look okay. Even though occupancy across the County is down, revenue is up overall due to increased room rates.

Sewer and Water Utility Committee: Minutes of the September 10, 2024 meeting of the Sewer and Water were included in the packet. No meeting was held in October.

Village Hall Planning Task Force: The Village Hall Planning Task Force has not met pending next steps after learning that the village is now eligible to apply for CDBG funding.

Minutes from the August 19, 2024 Joint TIF Review Board, August 22, 2024 Zoning Board of Appeals and September 30, 2024 Zoning Board of Appeals meetings were included in the meeting packet as well. Schmelzer reported that the village's assessed value is too high at this time to open a new TIF district.

A motion was made by Howson, seconded by Howson to approve the various committee reports as presented.

Agenda Item No. 10. Matters to be placed on a future agenda or referred to a committee, official or employee

- Ordinance to amend Chapter 6, Municipal Code

The next regular meeting of the Sister Bay Village Board of Trustees will take place on Tuesday, November 19, 2024 at the Sister Bay Liberty Grove Fire Station at 6:00 P.M. A special meeting will be held on Monday, October 21, 2024 to discuss the 2025 budget.

Agenda Item No. 11 Executive Session

a) Consider a motion to convene into Closed Session pursuant to Wis. Stats., §19.85(1)(g) for conferring with legal counsel for the governmental body with respect to litigation in which it is or is likely to become involved; Short Term Rental Case(s).

At 7:54 P.M., a motion was made by Howson, seconded by Werner to convene into Closed Session pursuant to Wis. Stats., §19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved: Short Term Rental Case(s). A roll call vote was taken on the motion and the members voted in the following manner:

Bell - aye; Bhirdo – aye; Champeau – aye; Harff – aye; Howson – aye; Werner – aye

Motion carried.

b) Motion to Adjourn

A motion was made by Bhirdo , seconded by Champeau to adjourn the October 15, 2024 meeting of the Village Board of Trustees at 8:27 P.M. Motion carried – all ayes.

Respectfully submitted,



Heidi Teich
Village Clerk

VILLAGE OF SISTER BAY BOARD OF TRUSTEES MEETING MINUTES
TUESDAY, OCTOBER 21, 2024
(APPROVAL PENDING)

Agenda Item No. 1. Call Meeting to Order

The October 21, 2024 meeting of the Village of Sister Bay Board of Trustees was called to order by President Nate Bell at 6:00 P.M.

Agenda Item No. 2. Roll Call

Present: Trustees Nate Bell, Denise Bhirdo, Kurt Harff, Louise Howson, Patrice Champeau, Alison Werner, and Lilly Orozco.

Staff: Administrator Julie Schmelzer, Finance Director/Treasurer Volodymyr Gannik, and Clerk Heidi Teich

Others: Adam Ruechel, Brian Ruechel, Laurel Harff, Jeff & Margaret Connar, Bill Wegehaupt, Faye Blue, Ken Church, Nancy Akerly, "iphone", Skip Heidler and David Matasek

Agenda Item No. 3. Approval of Agenda

A motion was made by Bhirdo, seconded by Orozco that the Agenda for the October 21, 2024 meeting of the Village of Sister Bay Board of Trustees be approved as presented. Motion carried – All ayes.

Agenda Item No. 4. Comments, Correspondence and Concerns from the Public

Correspondence was received this morning from Mike Laszkiewicz and forwarded to the board prior to the meeting. In his email, Laszkiewicz asked the board to consider the needs of the village over wants, focus on projects that have clear benefits to taxpayers and be conservative in their financial planning to show that they are listening to the public.

Bell asked if anyone wished to make a public statement.

Bill Wegehaupt - 10579 Fieldcrest Rd – spoke to the increase in his property taxes in 2023 and asked if there would be an increase in 2024. Bell replied that the Village's portion of the tax would not be increasing. Wegehaupt asked if there is a way to put some checks and balances on the technical district and their continual increases.

Margaret Connar – 2492 Cherrywood Ln – introduced herself as the President of SAIL, Senior Advocates for Independent Living. Connar asked the board to reconsider providing financial support for SAIL in 2025 so they can assist those living in poverty in Sister Bay to meet their basic needs, such as paying rent and ordinary living expenses.

Nancy Akerly – 10810 N Spring Rd – congratulated the village on a successful Fall Fest weekend. However, with no "No Parking Signs" on N Spring Road, cars park on both sides of the street, which is narrow to begin with. It is difficult to negotiate both the cars and pedestrians who are walking on that road. She asked the board to consider making it "One Way" or post "No Parking" on one side for next year's event. Bell requested that this item go to the Parks, Property & Streets Committee for discussion.

Agenda Item No. 5. Public Hearing: 2025 Budget

The proposed budget for 2025 was posted to the village website prior to this meeting and included as part of the meeting packet for this evening's discussion. Bell opened the Public Hearing at 6:06 PM and asked if anyone would like to offer comments.

Laurie Harff – 10513 Cherrywood Ct – expressed her displeasure with the costs associated with construction of a new public works building and administrative building but stated that she understands the need for them. However, she noted that the \$500,000 budgeted for the ice rink in 2025 is an expense that taxpayers should not have to pay. She asked where the money for annual maintenance costs for the ice rink will come from, which includes paying staff.

Nancy Akerly – 10810 N Spring Rd – commented on the lack of funding in the budget for the village hall. She questioned the need for a new administration building when there is a large meeting hall in the village hall, or the old medical clinic on State Highway 42. She agreed that a new administration building is needed, but there are other options that don't require new construction.

Trustee Bhirdo responded to Akerly's concerns about a new administration building, and stated that without new construction, there will not be the space or security that staff needs to work. The village hall is not completely ADA accessible and has no parking so large meetings are not practical there. Akerly countered that there is street parking and parking at the park (beach). She stated that the village has a responsibility to bring their municipal buildings up to code and use them without duplicating the expense of building something the village already has.

Trustee Werner added the need for election security and the efforts of staff to continually be moving equipment and materials to set up the meeting room. She also felt that the old medical clinic would not be sufficient in size to host large meetings.

Trustee Howson noted that the Parks Committee will be looking at the administration building again to modify the design and potentially remove the atrium at its November 4th meeting.

Trustee Champeau confirmed that the 2026 budget will have \$200,000 for the village hall and asked that they consider the future of the village and not just provide a temporary fix with regards to the administration building. She voiced the need for a safe and secure elections facility and noted that constructions costs will only continue to rise if they delay the project. She added that she would personally like to see the size of the proposed administration building reduced.

Akerly asked if the village had looked at other municipal buildings, such as the Town of Sevastopol's town hall, for ideas on size. She also requested that the board hold a public meeting to discuss the design and layout of the administration building so the public can understand its purpose. Trustee Bhirdo responded that staff were interviewed so the committee could understand the needs of this community. She added that the administration building drawing only looks large, but it is nearly the same size as all the various spaces currently being utilized, just combined into one complex.

Trustee Orozco agreed that the village needs to plan for future, and they have been taking time to do so correctly. She voiced her support to build a new facility, and noted that the size and cost have not been finalized.

Bhirdo, in response to Harff's earlier comments, stated that there are many village facilities, such as the library, beach, and ice rink, that she personally does not use, but believes that a new ice rink – like other village amenities – are a benefit to the village and improve the quality of life for everyone who cares to enjoy them. The need for the taxpayers to fund those costs is no different than those who pay property taxes to the school districts when they may not have children in school.

Discussion on the ice rink continued and covered such topics as:

- Prioritizing the construction of the rink now, when other public facilities are also planned
- Manpower needed to provide ice rink maintenance
- Grant funding for the ice rink construction, or requests for funding to other Northern Door communities
- The incentive for young families to stay in the village, which the ice rink could provide

Skip Heidler – 2630 Woodland Dr – thanked the board for their service and taking on the responsibility of acting for the village. He asked that the board continue to keep in mind the balance between revenues and meeting village needs as it appears there may be inconsistencies in the budget. He provided the example of the construction of a new marina building in the millions when the associated annual revenues are only a couple hundred thousand dollars. There is also very little money available for road projects that, over the next ten years, will cost upwards of four million dollars. He inquired as to the village's plan to address this.

Schmelzer responded that the current road plan is outdated, and roads have been neglected for a long time. However, they are working on the worst roads first and scheduling maintenance for others in the future as they are able. PRAT funds will be used, in part, for this maintenance.

At 6:42 P.M. the public hearing was closed.

Agenda Item No. 6. Discussion and Action

a) Res. 2024-018; Adopting the 2025 Budget

Adam Ruechel, of Robert W. Baird & Associates, was invited to speak. He explained his involvement in the preparation of the 2025 budget to understand the priorities of the board and work with the numbers so that there was no need to increase taxes. The budget proposed this evening meets the objective of the board. He noted that there is a projected increase of 1% in overall revenues (due to net new construction). Both the equalized value and assessed value have increased, which allows the board to absorb any increases in expenses (projected at a 3% increase factoring in the additional revenues) without raising taxes.

Bell clarified that there is no increase to the mill rate, so the amount of money owed to the village will not change.

Howson asked Ruechel what the village's benchmark for spending is. Ruechel explained that the village is allowed to borrow up to 5% of its equalized value by statute. The village has also improved bond ratings over the past several years to get better rates.

The members briefly discussed the procedures for amending the Capital Improvement Plan if necessary to address a sum of \$200,000 to install water and sewer to the former Logerquist property.

1 Bell noted that a decision regarding any amendments to the CIP could be made later. Ruechel
2 explained that the decision before them tonight is to adopt a budget with \$3 million for an
3 administration building. If the cost turns out to be more than that, the board will decide at that time
4 how to proceed, such as using reserve funds or delaying another project.

5
6 Trustee Champeau asked what was taken out or added to the budget to get the proposed budget
7 before them this evening. Bhirdo replied that most cuts came from the Parks budget, including
8 \$50,000 in wayfinding signage, money for a new DPW vehicle, \$345,000 for the Woodland Trail and
9 various other small items to get \$500,000 for the ice rink. While they were not able to find \$10,000
10 for SAIL at this time, the support amount to the Historical Society was increased to \$15,000 for 2025.

11
12 Bell noted his position was not to get in the habit of taking funds from the unassigned fund balance,
13 which is already being done for the administration building design. The use of those funds could be
14 carefully considered.

15
16 *A motion was made by Bhirdo, seconded by Howson to approve Resolution 2024-018 which adopts*
17 *the 2025 Budget for the Village of Sister Bay as presented. Motion carried – all ayes.*

18
19 **Agenda Item No. 7 Adjourn**

20
21 *A motion was made by Howson, seconded by Orozco to adjourn the October 21, 2024 meeting of the*
22 *Village Board of Trustees at 7:15 P.M. Motion carried – all ayes.*

23
24 Respectfully submitted,

25 
26 Heidi Teich
27 Village Clerk
28
29
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31
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33

AGENDA ITEM 5

Comments, Correspondence and
Concerns from the Public



Door County Sheriff's Office

Law Incident Address History Report, by Nature

<u>Inc. No.</u>	<u>Reported</u>	<u>Nature</u>	<u>Address</u>	<u>Loctn</u>	<u>Dsp</u>
24-010048	19:57:27 07/01/24	911 Follow Up	10640 N BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-010506	17:37:55 07/06/24	911 Follow Up	10576 COUNTRY WALK DR; PIGGLY WIGGLY; SISTER BAY - V, Sister Bay, WI	LVSI	CLO
24-010935	20:03:34 07/12/24	911 Follow Up	2364 MILL RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-011055	15:51:37 07/14/24	911 Follow Up	10506 ST HY 57; Sister Bay-V; SCANDINAVIAN LODGE RM 102, Sister Bay, WI	LVSI	ACT
24-011102	09:55:54 07/15/24	911 Follow Up	2345 CANTERBURY LN; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-011157	09:24:01 07/16/24	911 Follow Up	N BAY SHORE DR & SUNSET DR; Sister Bay-V; Sister Bay-V, SOUT, Sister Bay, WI	LVSI	ACT
24-011467	19:33:37 07/20/24	911 Follow Up	10693 N BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-011676	02:30:07 07/24/24	911 Follow Up	10592 COUNTRY WALK DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-011949	23:29:03 07/27/24	911 Follow Up	2236 MILL RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-011962	08:36:36 07/28/24	911 Follow Up	10506 ST HY 57; Sister Bay-V, Sister Bay, WI	LVSI	ACT
24-012114	14:11:16 07/30/24	911 Follow Up	GOLF RD & LITTLE SISTER RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012139	17:48:11 07/30/24	911 Follow Up	10698 N BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012280	13:34:42 08/01/24	911 Follow Up	2603 S BAY SHORE DR; Sister Bay-V; NEXT TO, Sister Bay, WI	LVSI	ACT
24-012306	18:51:07 08/01/24	911 Follow Up	HILL RD & N SPRING RD; Sister Bay-V - Liber; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012332	11:25:07 08/02/24	911 Follow Up	2349 POST OFFICE LN; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012338	11:47:43 08/02/24	911 Follow Up	10551 APPLEWOOD RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012823	15:19:28 08/09/24	911 Follow Up	10506 ST HY 57; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012838	17:40:22 08/09/24	911 Follow Up	10310 FIELDCREST RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-013052	16:51:45 08/12/24	911 Follow Up	2410 S BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-013445	10:12:28 08/18/24	911 Follow Up	10506 ST HY 57; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-013621	20:39:13 08/20/24	911 Follow Up	10560 APPLEWOOD RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-013878	15:14:24 08/24/24	911 Follow Up	10534 CHERRYWOOD CT; Sister Bay-V, Sister Bay, WI	LVSI	CLO

<u>Inc. No.</u>	<u>Reported</u>	<u>Nature</u>	<u>Address</u>	<u>Loctn</u>	<u>Dsp</u>
24-013938	11:45:39 08/25/24	911 Follow Up	10648 MEADOW LN; Sister Bay-V, Sister Bay, WI	LVS	CLO
24-013992	07:10:38 08/26/24	911 Follow Up	2468 SUNNYSIDE RD; Sister Bay-V; Sister Bay-V RM 408, Sister Bay, WI	LVS	CLO
24-014949	12:56:28 09/09/24	911 Follow Up	10595 WESTWOOD DR; Sister Bay-V, Sister Bay, WI	LVS	CLO
24-015089	09:55:33 09/12/24	911 Follow Up	10506 ST HY 57; Sister Bay-V RM 305, Sister Bay, WI	LVS	CLO
24-015215	21:12:06 09/13/24	911 Follow Up	10686 N BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVS	CLO
24-015421	12:59:51 09/17/24	911 Follow Up	2345 CANTERBURY LN; Sister Bay-V, Sister Bay, WI	LVS	CLO
24-015430	16:08:49 09/17/24	911 Follow Up	2361 MILL RD; Sister Bay-V, Sister Bay, WI	LVS	CLO
24-015916	13:19:29 09/26/24	911 Follow Up	2155 AUTUMN CT; Sister Bay-V, Sister Bay, WI	LVS	CLO
24-015976	13:48:30 09/27/24	911 Follow Up	2363 PARKVIEW DR; Sister Bay-V; Sister Bay-V, IN FRONT OF NE, Sister Bay, WI	LVS	CLO
24-011119	14:59:17 07/15/24	Alarm	2350 MAPLE DR; Sister Bay-V; SUITE 102, Sister Bay, WI	LVS	ACT
24-012576	19:38:20 08/05/24	Alarm	2350 MAPLE DR; Sister Bay-V, Sister Bay, WI	LVS	CLO
24-011307	14:40:29 07/18/24	Animal Problem	CO HY ZZ & WOODCREST RD;,,JUST EAST OF, Sister Bay, WI	LVS	CLO
24-011401	21:37:06 07/19/24	Animal Problem	N BAY SHORE DR & MAPLE DR; Sister Bay-V; NEAR ACE, Sister Bay, WI	LVS	CLO
24-012414	11:06:42 08/03/24	Animal Problem	10310 FIELDCREST RD; Sister Bay-V, Sister Bay, WI	LVS	ACT
24-014089	15:50:18 08/27/24	Animal Problem	10659 N BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVS	CLO
24-014542	22:30:47 09/02/24	Animal Problem	10447 SHOALS CT; Sister Bay-V; Sister-Bay-V, Sister Bay, WI	LVS	CLO
24-014840	16:39:26 09/07/24	Animal Problem	10397 ST HY 57; Sister Bay-V, Sister Bay, WI	LVS	CLO
24-015888	19:50:29 09/25/24	Animal Problem	S BAY SHORE DR & FOREST LN; Sister Bay-V, Sister Bay, WI	LVS	CLO
24-011769	14:46:13 07/25/24	Animal Welfare	2579 S BAY SHORE DR; SISTER BAY MOBIL; SISTER BAY - V, Sister Bay, WI	LVS	CLO
24-014837	15:10:56 09/07/24	Animal Welfare	10653 N BAY SHORE DR; Sister Bay-V; DOOR COUTY CREAMERY, Sister Bay, WI	LVS	CLO
24-015104	14:13:40 09/12/24	Animal Welfare	10576 COUNTRY WALK DR; PIGGLY WIGGLY; SISTER BAY - V, Sister Bay, WI	LVS	CLO
24-010763	12:54:10 07/10/24	Atl Person	2233 MILL RD; Sister Bay-V, Sister Bay, WI	LVS	CLO
24-013887	17:49:33 08/24/24	Back Pain	10550 CHERRYWOOD CT; Sister Bay-V, Sister Bay, WI	LVS	CLO
24-015936	18:59:29 09/26/24	Bail Jumping	2323 MILL RD; Sister Bay-V, Sister Bay, WI	LVS	CAA
24-011072	19:04:33 07/14/24	Child Abuse	2362 MILL RD; Sister Bay-V, Sister Bay, WI	LVS	CLO
24-010755	11:07:08 07/10/24	Childbirth	2258 MILL RD; Sister Bay-V, Sister Bay, WI	LVS	ACT
24-010079	07:35:44 07/02/24	Citizen Assist	10848 N BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVS	CLO

<u>Inc. No.</u>	<u>Reported</u>	<u>Nature</u>	<u>Address</u>	<u>Loctn</u>	<u>Dsp</u>
24-010875	01:32:03 07/12/24	Citizen Assist	10698 N BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-010947	00:32:28 07/13/24	Citizen Assist	10641 N BAY SHORE DR; Sister Bay-V HUSBY'S, Sister Bay, WI	LVSI	CLO
24-011346	01:45:40 07/19/24	Citizen Assist	10673 REGATTA WAY; Sister Bay-V; UNIT 472F Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-011527	16:33:04 07/21/24	Citizen Assist	10707 N BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012457	21:42:33 08/03/24	Citizen Assist	10641 N BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012579	00:41:10 08/06/24	Citizen Assist	2258 MILL RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-013438	08:35:39 08/18/24	Citizen Assist	2322 MILL RD; Sister Bay-V, Sister Bay, WI	LVSI	ACT
24-015763	10:29:09 09/23/24	Citizen Assist	10461 SHOALS CT; Sister Bay-V; Sister-Bay-V, Sister Bay, WI	LVSI	CLO
24-013143	06:55:07 08/14/24	Convulsions	2345 CANTERBURY LN; Sister Bay-V; Sister Bay-V VALET PARKIN, Sister Bay, WI	LVSI	CLO
24-010521	22:09:27 07/06/24	Disorderly	2329 MILL RD; Sister Bay-V; RM 200, Sister Bay, WI	LVSI	CLO
24-010658	00:11:44 07/09/24	Disorderly	10567 COUNTRY WALK DR; Sister Bay-V, Sister Bay, WI	LVSI	CAA
24-011479	22:02:21 07/20/24	Disorderly	10567 S HIGHLAND RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-011803	03:00:38 07/26/24	Disorderly	10493 E STONY RIDGE CIR; Sister Bay-V; Sister Bay-V, Sister Bay, WI	LVSI	CAA
24-012530	00:56:42 08/05/24	Disorderly	10641 N BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	CAA
24-013200	00:43:11 08/15/24	Disorderly	2323 MILL RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-013664	16:02:12 08/21/24	Dog Bite	2450 S BAY SHORE DR; Sister Bay-V; PEACH BARN, Sister Bay, WI	LVSI	CLO
24-011760	12:45:43 07/25/24	Elder Abuse	10560 APPLEWOOD RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-011992	15:26:48 07/28/24	Elevator Alarm	2669 S BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012430	14:55:40 08/03/24	Elevator Alarm	2669 S BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	ACT
24-013219	08:43:08 08/15/24	Elevator Alarm	2669 S BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-014066	08:58:24 08/27/24	Elevator Alarm	2669 S BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-015242	08:58:52 09/14/24	Elevator Alarm	2345 MILL RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012185	10:38:44 07/31/24	Escort	2594 S BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	ACT
24-010117	18:44:24 07/02/24	Fire	10588 COUNTRY WALK DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-014240	18:14:10 08/29/24	Fire	2303 VILLA DR; Sister Bay-V; UNIT A, Sister Bay, WI	LVSI	CLO
24-011091	03:25:55 07/15/24	Fire Alarm	10560 APPLEWOOD RD; RM 206 Sister Bay-V, Sister Bay, WI	LVSI	CLO

<u>Inc. No.</u>	<u>Reported</u>	<u>Nature</u>	<u>Address</u>	<u>Loctn</u>	<u>Dsp</u>
24-011389	18:50:57 07/19/24	Fire Alarm	10362 ST HY 57; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012141	18:27:29 07/30/24	Fire Alarm	10520 JUDITH BLAZER DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012382	19:18:50 08/02/24	Fire Alarm	10420 FIELDCREST RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012796	04:58:56 08/09/24	Fire Alarm	2319 HIDDEN MAPLES PL; Sister Bay-V UNIT B1, Sister Bay, WI	LVSI	CLO
24-013854	09:53:37 08/24/24	Fire Alarm	10704 WOODCREST LN; Sister Bay-V;UNT 1, Sister Bay, WI	LVSI	CLO
24-014241	18:31:41 08/29/24	Fire Alarm	2322 MILL RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-014376	17:24:12 08/31/24	Fire Alarm	2322 MILL RD; Sister Bay-V, Sister Bay, WI	LVSI	ACT
24-014928	07:37:19 09/09/24	Fire Alarm	10506 ST HY 57; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-015046	14:19:18 09/11/24	Fire Alarm	2365 AVA HOPE CT; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-015069	22:54:12 09/11/24	Fire Alarm	10520 JUDITH BLAZER DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-015307	14:08:32 09/15/24	Fire Alarm	10520 JUDITH BLAZER DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-015561	21:58:51 09/19/24	Fire Alarm	10560 APPLEWOOD RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-015625	21:56:55 09/20/24	Fire Alarm	10520 JUDITH BLAZER DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-015905	03:32:07 09/26/24	Fire Alarm	10567 S HIGHLAND RD; Sister Bay-V, Sister Bay, WI	LVSI	ACT
24-011018	21:42:21 07/13/24	Found Property	10698 N BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-011152	07:31:42 07/16/24	Found Property	2258 MILL RD; Sister Bay-V, Sister Bay, WI	LVSI	ACT
24-012025	07:41:44 07/29/24	Found Property	10748 N BAY SHORE DR; BHIRDOS BY THE BAY; SISTER BAY - V, Sister Bay, WI	LVSI	CLO
24-012125	15:07:13 07/30/24	Found Property	10571 ST HY 57; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012774	19:24:12 08/08/24	Found Property	2322 MILL RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012920	17:16:26 08/10/24	Found Property	MAPLE DR & N BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	ACT
24-013227	11:06:10 08/15/24	Found Property	2439 S BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-015424	13:40:41 09/17/24	Found Property	2258 MILL RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-015781	17:08:31 09/23/24	Found Property	2579 S BAY SHORE DR; SISTER BAY MOBIL; SISTER BAY - V, Sister Bay, WI	LVSI	CLO
24-011685	08:47:14 07/24/24	Gas Drive Off	2431 S BAY SHORE DR; COUNTRY WALK AMOCO; SISTER BAY - V, Sister Bay, WI	LVSI	ACT
24-013459	14:33:48 08/18/24	Gas Drive Off	10748 N BAY SHORE DR; BHIRDOS BY THE BAY; SISTER BAY - V, Sister Bay, WI	LVSI	CLO
24-010156	11:20:16 07/03/24	Heart Problem	10560 APPLEWOOD RD; Sister Bay-V FRONT ENTRANCE, Sister Bay, WI	LVSI	CLO
24-011054	15:55:46 07/14/24	Heart Problem	10560 APPLEWOOD RD; Sister Bay-V; BIRCHWOOD, Sister Bay, WI	LVSI	ACT

<u>Inc. No.</u>	<u>Reported</u>	<u>Nature</u>	<u>Address</u>	<u>Loctn</u>	<u>Dsp</u>
24-013609	18:45:53 08/20/24	Heart Problem	10627 N BAY SHORE DR; Sister Bay-V; LURE RESTAURANT, Sister Bay, WI	LVSI	CLO
24-015746	21:52:14 09/22/24	Heart Problem	2261 MILL RD; Sister Bay-V; UNIT A10, Sister Bay, WI	LVSI	CLO
24-014108	02:23:19 08/28/24	House Check	2241 SUNSET DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-014276	09:26:23 08/30/24	Icac Case	2459 CHERRYWOOD LN; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-011945	23:20:33 07/27/24	Intoxication	COUNTRY WALK DR & S BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	ACT
24-013563	22:53:27 08/19/24	Intoxication	10573 COUNTRY WALK DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-014794	00:04:55 09/07/24	Lift Assist	10494 SHOALS CT; UNIT 2 Sister Bay-V; Sister-Bay-V, Sister Bay, WI	LVSI	CLO
24-012559	14:23:34 08/05/24	Lost Property	2362 MILL RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-016156	20:13:54 09/29/24	Lost Property	10834 N SPRING RD; Sister Bay-V; Sister Bay-V-BETWEEN HUSBYS, Sister Bay, WI	LVSI	CLO
24-013089	11:45:15 08/13/24	Mental	2587 S BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	ACT
24-012355	15:05:22 08/02/24	Missing Person	2669 S BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012700	18:18:40 08/07/24	Motorist Assist	2579 S BAY SHORE DR; SISTER BAY MOBIL; SISTER BAY - V, Sister Bay, WI	LVSI	CLO
24-012708	20:05:06 08/07/24	Motorist Assist	MILL RD & CLAFLIN LN; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012741	09:43:30 08/08/24	Motorist Assist	COUNTRY WALK DR & ST HY 57; Sister Bay-V, Sister Bay, WI	LVSI	ACT
24-014214	10:49:34 08/29/24	Motorist Assist	CHERRYWOOD LN & ST HY 57; Sister Bay-V, Sister Bay, WI	LVSI	ACT
24-011035	09:34:13 07/14/24	Neighbor Troubl	10774 N BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	ACT
24-011726	19:33:04 07/24/24	Noise Complaint	10641 N BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012018	23:06:15 07/28/24	Noise Complaint	CLAFLIN LN & MILL RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012399	00:17:15 08/03/24	Noise Complaint	10768 PHEASANT CT; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012855	21:39:32 08/09/24	Noise Complaint	10698 N BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-014985	07:24:58 09/10/24	Noise Complaint	10856 N BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012106	12:02:14 07/30/24	Parking Problem	10641 N BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012567	16:43:29 08/05/24	Parking Problem	10635 N BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012623	16:18:14 08/06/24	Parking Problem	2375 MAPLE DR; Sister Bay-V, Sister Bay, WI	LVSI	ACT
24-013179	18:04:47 08/14/24	Parking Problem	10641 N BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO

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24-013294	14:29:17 08/16/24	Parking Problem	2210 MILL RD; Sister Bay-V; UNIT 5, Sister Bay, WI	LVSI	CLO
24-014396	22:15:29 08/31/24	Parking Problem	2364 MILL RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-014673	09:54:12 09/05/24	Parking Problem	10673 REGATTA WAY; Sister Bay-V FRONT OFFICE, Sister Bay, WI	LVSI	CLO
24-010313	14:09:34 07/04/24	Pd Accident	MILL RD & PARKVIEW LN; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-010421	17:02:50 07/05/24	Pd Accident	2322 MAPLE DR; Sister Bay-V; IN FRONT OF, Sister Bay, WI	LVSI	CLO
24-010546	08:16:57 07/07/24	Pd Accident	10576 COUNTRY WALK DR; PIGGLY WIGGLY; SISTER BAY - V, Sister Bay, WI	LVSI	CLO
24-010681	12:40:48 07/09/24	Pd Accident	2345 CANTERBURY LN; Sister Bay-V, Sister Bay, WI	LVSI	ACT
24-010757	11:20:56 07/10/24	Pd Accident	10794 N BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	ACT
24-010963	07:57:40 07/13/24	Pd Accident	10698 N BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-011368	13:57:30 07/19/24	Pd Accident	MILL RD & PARKVIEW LN; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012275	12:28:18 08/01/24	Pd Accident	10716 N BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	ACT
24-012441	17:09:33 08/03/24	Pd Accident	MILL RD & CLAFLIN LN; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012746	11:36:18 08/08/24	Pd Accident	N BAY SHORE DR & ST HY 57; Sister Bay-V, Sister Bay, WI	LVSI	ACT
24-013056	17:57:07 08/12/24	Pd Accident	10576 COUNTRY WALK DR; PIGGLY WIGGLY; SISTER BAY - V, Sister Bay, WI	LVSI	CLO
24-014400	22:50:30 08/31/24	Pd Accident	2364 MILL RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-014848	18:12:55 09/07/24	Pd Accident	10641 N BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-010976	10:15:22 07/13/24	Pi Accident	S BAY SHORE DR & N HIGHLAND RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012508	17:41:58 08/04/24	Reckless Driver	ST HY 57 & FLINT RIDGE RD; Liberty Grove; Liberty Grove - Si, Sister Bay, WI	LVSI	CLO
24-013787	13:02:14 08/23/24	Reckless Driver	ST HY 57; SISTER BAY - V; SBOUND FROM SISTER BAY, Sister Bay, WI	LVSI	CLO
24-013824	23:33:01 08/23/24	Reckless Driver	10733 N BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-014397	22:22:26 08/31/24	Reckless Driver	S BAY SHORE DR & FIELDCREST RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-011288	07:51:16 07/18/24	Stray Animal	10698 N BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-010625	12:58:14 07/08/24	Suspicious	10635 N BAY SHORE DR; Sister Bay-V; CRAINS KITCHEN, Sister Bay, WI	LVSI	CLO
24-011108	11:48:31 07/15/24	Suspicious	2362 MILL RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-011616	19:36:10 07/22/24	Suspicious	10469 SHOALS CT; Sister Bay-V; Sister-Bay-V, Sister Bay, WI	LVSI	CLO
24-011627	05:09:47 07/23/24	Suspicious	10576 COUNTRY WALK DR; PIGGLY WIGGLY; SISTER BAY - V, Sister Bay, WI	LVSI	CLO

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24-013289	12:45:42 08/16/24	Suspicious	10576 COUNTRY WALK DR; PIGGLY WIGGLY; SISTER BAY - V, Sister Bay, WI	LVSI	CLO
24-013793	15:26:17 08/23/24	Suspicious	10461 SHOALS CT; Sister Bay-V; Sister-Bay-V, Sister Bay, WI	LVSI	ACT
24-013795	15:32:28 08/23/24	Suspicious	10457 SHOALS CT; Sister Bay-V; Sister-Bay-V, Sister Bay, WI	LVSI	ACT
24-014273	09:03:24 08/30/24	Suspicious	10674 REGATTA WAY; Sister Bay-V; UNIT 432F, Sister Bay, WI	LVSI	CLO
24-015904	02:56:11 09/26/24	Suspicious	2579 S BAY SHORE DR; SISTER BAY MOBIL; SISTER BAY - V, Sister Bay, WI	LVSI	CLO
24-010790	19:32:42 07/10/24	Tavern Check	10641 N BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-010617	09:44:11 07/08/24	Theft	10771 N SPRING RD; Sister Bay-V, Sister Bay, WI	LVSI	ACT
24-011688	10:38:16 07/24/24	Theft	10397 ST HY 57; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012410	09:37:40 08/03/24	Theft	2345 CANTERBURY LN; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012943	23:17:35 08/10/24	Theft	10641 N BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	CAA
24-015496	17:22:14 09/18/24	Threats	2539 GLEN LN; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-010374	23:52:02 07/04/24	Traffic Stop	CO HY ZZ & WOODCREST RD; Liberty Grove - Sist; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-010642	18:16:29 07/08/24	Traffic Stop	ORCHARD DR & ST HY 57; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-010718	19:49:52 07/09/24	Traffic Stop	ST HY 57 & CANTERBURY LN; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-010872	23:50:48 07/11/24	Traffic Stop	N BAY SHORE DR & MILL RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-010951	02:34:35 07/13/24	Traffic Stop	N BAY SHORE DR & SCANDIA RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-011251	17:03:13 07/17/24	Traffic Stop	N BAY SHORE DR & SCANDIA RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-011412	01:07:23 07/20/24	Traffic Stop	NORTHWOODS DR & CHERRYWOOD LN; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-011488	02:08:55 07/21/24	Traffic Stop	SCANDIA RD & WOODCREST RD; Liberty Grove; Sister Bay-V - Lib, Sister Bay, WI	LVSI	CLO
24-012082	00:09:19 07/30/24	Traffic Stop	N BAY SHORE DR & MAPLE DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012461	22:19:20 08/03/24	Traffic Stop	ST HY 57 & COUNTRY WALK DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012525	23:53:58 08/04/24	Traffic Stop	N BAY SHORE DR & SCANDIA RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-012634	21:17:28 08/06/24	Traffic Stop	N BAY SHORE DR & SCANDIA RD; BHIRDOS PL, Sister Bay, WI	LVSI	CLO
24-012711	21:02:57 08/07/24	Traffic Stop	N BAY SHORE DR & POST OFFICE LN; Sister Bay-V, Sister Bay, WI	LVSI	CLO

<u>Inc. No.</u>	<u>Reported</u>	<u>Nature</u>	<u>Address</u>	<u>Loctn</u>	<u>Dsp</u>
24-012729	06:28:47 08/08/24	Traffic Stop	S BAY SHORE DR & N HIGHLAND RD; Sister Bay-V, Sister Bay, WI	LVSI	ACT
24-012868	23:35:48 08/09/24	Traffic Stop	N BAY SHORE DR & MILL RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-013138	00:32:07 08/14/24	Traffic Stop	ST HY 42 & COUNTRY LN; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-013175	16:50:18 08/14/24	Traffic Stop	CHERRYWOOD LN & ST HY 57; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-013244	15:16:59 08/15/24	Traffic Stop	10571 ST HY 57; Sister Bay-V; PARKINGLOT, Sister Bay, WI	LVSI	CLO
24-013411	23:18:31 08/17/24	Traffic Stop	ST HY 57 & CANTERBURY LN; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-013423	02:14:28 08/18/24	Traffic Stop	BLUFFSIDE LN & N BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-013552	20:10:57 08/19/24	Traffic Stop	N BAY SHORE DR & SCANDIA RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-013564	23:27:11 08/19/24	Traffic Stop	BLUFFSIDE LN & MAPLE DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-013601	15:47:53 08/20/24	Traffic Stop	CHERRYWOOD LN & ST HY 57; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-013799	15:55:48 08/23/24	Traffic Stop	ST HY 57 & CANTERBURY LN; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-013811	18:56:03 08/23/24	Traffic Stop	S BAY SHORE DR & W WESTWOOD DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-014052	00:40:36 08/27/24	Traffic Stop	10710 N BAY SHORE DR; Sister Bay-V; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-014163	16:22:27 08/28/24	Traffic Stop	N BAY SHORE DR & SCANDIA RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-014164	16:35:45 08/28/24	Traffic Stop	ST HY 57 & GATEWAY DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-014519	15:13:16 09/02/24	Traffic Stop	S BAY SHORE DR & W WESTWOOD DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-014639	18:45:05 09/04/24	Traffic Stop	MILL RD & CLAFLIN LN; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-014759	16:57:36 09/06/24	Traffic Stop	N BAY SHORE DR & BLUFFSIDE LN; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-014789	22:18:49 09/06/24	Traffic Stop	MAPLE DR & N BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-015225	23:35:17 09/13/24	Traffic Stop	N BAY SHORE DR & SUNSET DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-015452	23:56:49 09/17/24	Traffic Stop	MILL RD & N BAY SHORE DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-015722	15:53:27 09/22/24	Traffic Stop	N BAY SHORE DR & SCANDIA RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-015795	23:28:17 09/23/24	Traffic Stop	10641 N BAY SHORE DR; IN FRONT OF HUSBYS Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-016128	12:21:44 09/29/24	Traffic Stop	10363 ST HY 57; Sister Bay-V PARKING LOT, Sister Bay, WI	LVSI	CLO
24-016143	16:01:25 09/29/24	Traffic Stop	BLUFFSIDE LN & MAPLE DR; Sister Bay-V, Sister Bay, WI	LVSI	CLO

<u>Inc. No.</u>	<u>Reported</u>	<u>Nature</u>	<u>Address</u>	<u>Loctn</u>	<u>Dsp</u>
24-014511	13:24:34 09/02/24	Trespassing	10692 FOREST LN; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-011259	19:24:54 07/17/24	Unconsciousness	10560 APPLEWOOD RD; Sister Bay-V; BRICHWOOD; RM 4, Sister Bay, WI	LVSI	CLO
24-011924	17:49:29 07/27/24	Water Rescue	10733 N BAY SHORE DR; Sister Bay-V; 1/2 MILE SOUTH, Sister Bay, WI	LVSI	CLO
24-010816	08:14:13 07/11/24	Welfare Check	10474 SHOALS CT; Sister Bay-V; Sister-Bay-V, Sister Bay, WI	LVSI	ACT
24-012176	08:25:14 07/31/24	Welfare Check	2395 CHERRYWOOD LN; Sister Bay-V; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-014413	01:04:21 09/01/24	Welfare Check	2379 AVA HOPE CT; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-015107	14:40:24 09/12/24	Welfare Check	10792 N SPRING RD; Sister Bay-V, Sister Bay, WI	LVSI	CLO
24-011154	08:29:16 07/16/24	Wire Down	10800 N SPRING RD; Sister Bay-V, Sister Bay, WI	LVSI	ACT

Total reported: 210

Report Includes:

All dates between `00:00:00 07/01/24` and `23:59:59 09/30/24`, All location codes matching `LVSI`, All cities, All addresses, All agencies matching `DRSO`, All offenses observed, All offenses reported, All offense codes, All nature of incidents, All circumstance codes

AGENDA ITEM 6

County Supervisor Report

AGENDA ITEM 7a

Res. 2024-019; Village Hall Planning Task
Force; Extend Responsibility to Three-
Year Term



STAFF REPORT – VILLAGE HALL PLANNING TASK FORCE RESOLUTION

Date: November 19, 2024

Board/Committee: Village Board

Re: Extending the Term of the VH Task Force

Author: Julie A. Schmelzer, Village Administrator

On November 15, 2022, via Resolution 498, the Village Board passed a resolution creating a Village Hall Planning Task Force. The resolution indicated the task force would have two years to complete their work. The following month on December 20, 2022, the Board appointed the members, so effective December 20, 2024, the task force's responsibilities will end.

Per our bylaws, the group was charged with determining the best use of the village hall, renovations needed, and how to fund those renovations. To date the task force has surveyed the public and found the desired use of the building is a community center; removed asbestos in the basement ceiling; addressed a water issue in the basement; had a new furnace installed to replace old oil furnaces; and had new wiring installed in the mechanical room (to serve the furnace). They also had a land elevation survey completed to determine where the floodplain is located (so they knew how wide and what height the restroom addition would have to be), and, had an architect complete conceptual drawings of the proposed renovations to the building. The architect prepared two plans, one of which was used for a technology related grant, which we did not receive.

The task force is not done with their work yet. They would like the Board to approve a design contract later on the agenda so they can use it for a more detailed design and estimate of probable cost (so they know what the renovations will cost). Also on the agenda is a request to enter a contract with BayLake RPC to write a CDBG grant for the renovations. The two contracts are symbiotic in that we need an accurate idea of the cost of the renovations to write the grant, and, such professional detail helps with the grant application by illustrating we are organized and poised to complete the project.

By extending the deadline of the task force, they will be able to complete the critical tasks they are working on. If after the submission of the CDBG grant application they are not successful, the renovations will stall until money can be budgeted for all or a portion of the renovations. However, if the grant is awarded, the committee will need to remain organized to work with a designer on the construction plans and see the project through until a bid for the general contractor has been awarded. From that point, the project is handed off to village staff who sees that the project is completed per the bid, and the task force can be dissolved.

Attached is a resolution approving the extension of the task force's term. If approved, the task force also proposes a new member be appointed to replace Aretha Sills, who resigned from the group this past month (an ad or other solicitation would begin to recruit a member).

Be advised that, since the Committee and Board bylaws did not include the two-year term language, the bylaws do not need to be amended to extend the term of the task force, rather the approving resolution is the only amendment needed.

The task force was given a budget of \$100,000. Attached is a breakdown of how those funds were/are to be spent. The two items that appear later on the agenda are highlighted in red type and have not been approved yet.

VILLAGE HALL PLANNING TASK FORCE
BUDGET/EXPENSES (1/1/2023 – 12/20/2024)

Village budget (CIP) allocated \$100,000

Survey Post Card	710
Survey Postage	368
Asbestos Removal	4985
Furnace	32,010
Electric for Furnace	672.70
Survey Work	2820
Architect	15,000
Grant Writer – DOA	3379
Design and Cost Estimate Services	24,900
Grant Writer – CDBG	10,000
TOTAL:	\$94,844.70

RESOLUTION NO. 2024-019

EXTENDING THE TERM OF A VILLAGE HALL PLANNING TASK FORCE FOR THE VILLAGE OF SISTER BAY

WHEREAS, in 2022 the Village conducted public listening sessions to determine if the Village Hall on North Bay Shore Drive should be razed or renovated, and after several meetings, public comments, and letters, the decision was made to form a task force to determine the best use of the Village Hall, required renovations, and how to fund such renovations; and,

WHEREAS, on October 4, 2022, the Village Board concluded the public should be given an opportunity to serve on a task force to provide a plan for the renovations and financing of the improvements, and, if the plan were not completed within a specific period of time, the building be razed; and,

WHEREAS, on October 18, 2022, it was decided a task force with a two-year deadline be formed, and it was proposed membership be comprised of seven voting members consisting of trustees and the public, and, there be ex-officio members knowledgeable of the building and its operations.

WHEREAS, after two years of surveying the public to determine the best use of the building, improving the health and efficiency of the building, meeting with an architect and planning for renovations and additions, and discussing how to fund the renovations, the task force has the opportunity to have a more detailed design and opinion of probable cost completed, and, a grant application written that could fund construction drawings and the proposed renovations. The design and cost estimate work, and cost of drafting the grant application, are all within the task force's budget; however, to complete such work requires the term of the task force to be extended twelve months, resulting in a three-year task force.

NOW, THEREFORE, BE IT RESOLVED, the two-year Village Hall Planning Task Force, created by resolution on November 15, 2022, be extended one additional year to allow for construction drawings to be created. It is understood construction drawings require a grant to fund such design work, and absent a grant in 2025, the work cannot be completed, and the task force is no longer needed.

Introduced at the Board of Trustees meeting of the Village of Sister Bay conducted this 19th day of November 2024.

Passed and adopted this 19th day of November 2024.

Nate Bell
Village President

ATTEST:

Heidi Teich, Village Clerk

VOTE: Ayes _____ Nays _____

AGENDA ITEM 7b

Ord. 2024-020; Adopting a Records
Retention Policy for the Village of Sister
Bay Water and Sewer Utility



STAFF REPORT- UTILITY RECORD RETENTION SCHEDULE

Date: November 19, 2024

Board/Committee: Village Board

Re: Ordinance to adopt a Utility record retention schedule

Author: Kara Kroll, Utility Clerk

The Sister Bay Water and Sewer Utility needs to formally update its procedures and adopt a policy with regards to record retention. The Wisconsin Public Records Board, Department of Natural Resources, and Wisconsin Public Service Commission have record retention schedules that prescribe what needs to be adopted.

The proposed policy was reviewed and approved by the Sewer and Water Utility Committee on October 29.

ORDINANCE NO. 2024-020

ADOPTING A RECORDS RETENTION POLICY FOR THE VILLAGE OF SISTER BAY WATER AND SEWER UTILITY

WHEREAS, the Village of Sister Bay Water and Sewer Utility, Door County, Wisconsin, accumulates records of various types including, but not limited to, reports, plans, bids, receipts; and

WHEREAS, these records take up space and need to be secured and disposed of in an orderly and efficient manner; and

WHEREAS, the Village Board finds that the Village of Sister Bay Water and Sewer Utility needs to formally update its procedures and adopt a policy with regards to record retention; and

WHEREAS, the Wisconsin Public Records Board, Department of Natural Resources, and Public Service Commission of Wisconsin, have produced a General Schedule for records retention and disposition as it relates to administrative, fiscal, reporting and legal records created or maintained by local governments; and

WHEREAS, said Schedules are attached as Exhibit A, Exhibit B, and Exhibit C and are incorporated by reference herein; and

WHEREAS, approval for adoption was granted by the State of Wisconsin, Department of Administration, Public Records Board on October 2, 2024 for the Wisconsin Municipal and Related Records *General Records Schedule*; and

WHEREAS, approval was granted by the Department of Natural Resources and the Wisconsin Public Service Commission to follow their current schedules.

NOW, THEREFORE, the Village Board, assembled and on this date, November 19, 2024, does hereby adopt the Wisconsin Municipal Records Schedule, the Public Service Commission of Wisconsin Schedule, and the Department of Natural Resources Schedule as approved by the Public Records Board, the Wisconsin Public Service Commission, and the Department of Natural Resources, and does ordain as follows:

Section 1. Availability for Public Inspection

A copy of this Ordinance shall be permanently on file and open to public inspection in the Office of the Village Clerk after its enactment and for a period of not less than two (2) weeks before its enactment.

Section 2. Ordinance in Conflict

All other Ordinances in conflict herewith are hereby repealed.

Section 3. Effective Date

This Ordinance shall take effect and be in full force from and after its passage and publication according to law.

Section 4. Severability

If a Court of competent jurisdiction adjudges any section, clause, provision or portion of this Ordinance unconstitutional or invalid, the remainder of the previously mentioned Chapter shall not be affected thereby.

VILLAGE OF SISTER BAY

By: _____

Nate Bell, President

ATTEST:

Date Introduced: _____

Date Adopted: _____

Publication Date: _____

Heidi Teich, Village Clerk

Regulator	Record Series Title	Description	Retention
DNR	WPDES Annual Report	Reports - Monthly, Annual, and Plant Backwash (weekly grab samples)	3 years (general), 5 years (sludge)
DNR	Water	Annual Consumer Confidence Reports	3 years
DNR	Water	Drinking Water System Monitoring Results: Coliform Bacteria - Distribution System	5 years
DNR	Water	Drinking Water System Monitoring Results: Coliform Bacteria - Raw Water at Wells	5 years
DNR	Water	Drinking Water System Monitoring Results: Disinfection by-products-Distribution System	10 years
DNR	Water	Drinking Water System Monitoring Results: Fluoride Compliance Sample - Distribution System	10 years
DNR	Water	Drinking Water System Monitoring Results: Inorganics - Wells	10 years
DNR	Water	Drinking Water System Monitoring Results: Lead and Copper - Distribution System	12 years
DNR	Water	Drinking Water System Monitoring Results: Nitrate - Wells	10 years
DNR	Water	Drinking Water System Monitoring Results: Rads - Wells	10 years
DNR	Water	Drinking Water System Monitoring Results: Synthetic Organic (SOC) - Wells	10 years
DNR	Water	Drinking Water System Monitoring Results: Volatile Organic (VOC) - Wells	10 years
DNR	Water	Reports - Monthly Plant Report	10 years
DNR	Water	DNR Sanitary Survey Report of the Water System	10 years
PSC	Water	Customer Complaint Records	3 years
PSC	Water	Maps and Construction Costs	6 years
PSC	Water	Service Interruptions	6 years
PSC	Water	Billing Records	Until superseded
PSC	Water	Meter Testing and Installation Records	Until superseded
PSC	Water	Source/Well Meter Testing Records	10 years
PSC	Water	Source Water Pumpage Records	15 years
DNR	Water	Plans - Emergency Response	Until superseded
DNR	Water	Water System Vulnerability Assessment	Until superseded
DNR	Wastewater	Bacti results	5 years
DNR	Wastewater	Chemical - Actual Ultra Violet Light Dose Ratio	10 years
DNR	Wastewater	Chemical - Lead/Copper Results	12 years
DNR	Wastewater	Chemical - Residuals Fed (calculated and tested)	10 years
DNR	Wastewater	Chemical - SDWA Test Results (DBP, IOC, RAD, SOC, VOC, etc.)	10 years
DNR	Wastewater	Conditional Waivers, Variances, and Exemption Documentation	5 years
DNR	Wastewater	Discharge to Wastewater Treatment Plant	3 years (general), 5 years (sludge)
DNR	Wastewater	Microbiological - E.coli Invalidation Documentation	5 years
DNR	Wastewater	Microbiological - Test Results	5 years
DNR	Wastewater	Microbiological - Total Coliform Invalidation Documentation for Consecutive Systems to Wholesale Systems	5 years
DNR	Wastewater	Plans - Lead/Copper Documentation and Monitoring	12 years
DNR	Wastewater	Plans - Microbiological Monitoring	5 years
DNR	Wastewater	Plans - Plans and Specifications (unless retired from service)	5 years
DNR	Wastewater	Public Notices	3 years
DNR	Wastewater	Reports - Consumer Confidence	3 years
DNR	Wastewater	Reports - Monthly Operating	10 years
DNR	Wastewater	Reports - Water Quality (pH, Alk, Temp, FI2, CI2, Residual)	10 years
DNR	Wastewater	Sanitary Survey related Documents and Responses	10 years
DNR	Wastewater	Violation Correction and Response Documentation	3 years
DNR	Wastewater	Water Utilization (Raw, Plant, Collectors)	10 years
DSPS	SPS Testing/Inspection Record	Cross Connection Control Device Testing for Individual RPZs (SPS 382.21)	Permanent
EPA	EPA	Chlorine Risk Management Program (RMP) Certification	Until superseded

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PUBLIC SERVICE COMMISSION OF WISCONSIN

Regulations for Electric, Natural Gas, Water, and Telecommunication Utilities

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PUBLIC SERVICE COMMISSION OF WISCONSIN

Records Retention Regulations

for

Electric, Natural Gas, Water, and Telecommunication Utilities

			Description	Minimum Retention Period
Corporate and General				
1			Capital stock records	
	a		Capital stock ledgers or other records showing the same information	3 years after stockholders' account is closed
	b		Capital stock subscription accounts, warrants, requests for allotments and other essential papers related thereto	2 years
	c		Stubs or similar records of capital stock certificate issuance where not used as capital stock ledger record	3 years after cancellation of certificate
	d		Stock transfer registers or sheet or similar records	3 years after fiscal year end
	e		Papers pertaining to supporting transfers of capital stock:	
		(1)	Papers that are recorded officially in a court or in the office of some other public recording authority; and other papers presented by any bank or trust company requesting transfers in its capacity as a fiduciary and miscellaneous papers	3 years or return to stockholder
		(2)	Any other papers not described in e(1) above	3 years from date of transfer
	f		Canceled capital stock certificates not used as capital stock ledger records	3 years after cancellation of certificates
	g		RESERVED	
	h		Bonds of indemnity and affidavits covering issuances of stock certificates to replace lost certificates	6 years after expiration of bonds
	i		Letters, notices, reports, statements and other communications distributed to all stockholders of a particular class:	
		(1)	Solicitations of consents of waivers	Destroy as soon as possible after expiration and audit
		(2)	Notices of redemption or invitations for tender	Destroy as soon as possible after consummation and audit
		(3)	Interim reports, dividend notices, notices of change of corporate address and similar communications of information of only current significance	Destroy as soon as possible after audit
		(4)	Notices of annual and special meetings of stockholders and other notices, reports, letters or statements relating to corporate or stockholders actions	Destroy as soon as possible
	j		Dividend registers, lists or similar records	3 years
	k		Paid dividend checks	3 years
	l		Third party dividend orders	6 years after rescission order
2			Proxies and voting lists	
	a		Proxies of holders of voting securities	3 years

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			Description	Minimum Retention Period
	b		Lists of holders of voting securities represented at meetings	3 years
3			Reports to stockholders	
	a		Annual reports or statements to stockholders	3 years
4			Debt security records:	
	a		Registered bond and debenture ledgers	3 years after redemption
	b		Bond and debenture subscription accounts, warrants, subscription notices, request for allotment and essential papers related thereto	3 years after settlement
	c		Stubs or similar records of bond and debenture certificates issued	3 years after redemption
	d		Papers pertaining to or supporting transfers of registered bonds and debentures:	
		(1)	Papers that are recorded officially in a court or in the office of some other public recording authority; and other papers presented by any bank or trust company requesting transfers in its capacity as a fiduciary, plus other miscellaneous papers	Destroy as soon as possible or return to holders of the bonds or debentures
		(2)	Any other papers not described in d(1) above	3 years after transfer
	e		Records of bond and debenture interest coupons paid and unpaid	Destroy as soon as possible
	f		Canceled bonds and debentures and paid interest coupons pertaining thereto	Destroy as soon as possible
	g		Trust indentures, loan agreement or other contracts of agreements securing debt securities issued (If such papers or documents are included among the records covered by Item 5 or the Regulation, this instruction will not apply.)	3 years after redemption
	h		Copies of reports, statements, letters of memoranda filed with Trustee(s) pursuant to provisions of trust indenture or other security instrument of agreement securing debt securities	
		(1)	Stored with trustee	6 years
		(2)	Stored with company	3 years after redemption
	i		Paid or cancelled debt securities evidencing temporary borrowings	3 years after payment or cancellation
	j		Paid interest checks	3 years
5			Filings with and authorization by regulatory agencies:	
	a		Authorization from regulatory bodies for issuance of securities:	
		(1)	Copies of applications to regulatory bodies for authority to issue stocks, bonds, and other securities, including copies of exhibits in support of such applications	Until securities covered are retired
		(2)	Official copies of opinion and orders of regulatory bodies granting authority to issue securities	Until securities covered are retired
		(3)	Reports filed with regulatory bodies in compliance with authorizations to issue securities (Reports of sales of securities of application of proceeds, etc.) File copies of such reports and supporting papers	Until securities covered are retired
	b		Copies of registration statements and other data filed with the Securities and Exchange Commission:	
		(1)	In connection with offerings of securities for sale to the public or the listing of securities on exchange, including supporting papers	Until securities covered are retired
		(2)	Copies of periodic reports and supporting papers filed in compliance with either the Securities Act of 1933 or the Securities Exchange Act of 1934	10 years

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			Description	Minimum Retention Period
6			Organizational documents	
	a		Minute books of stockholders', directors', and directors' committee meeting	Life of Corporation
	b		Titles, franchises, and licenses:	
		(1)	Deeds and other title papers (including abstracts of title and supporting data)	6 years after disposal of property
		(2)	Corporate charters or certificates of incorporation	Life of Corporation
		(3)	Franchises and certificates authorizing operations as a public utility	Life of Corporation
		(4)	Licenses (including amendments thereof) granted by Federal or State authorities for construction and operations of utility plant	10 years after plant is retired or expiration of license, whichever is shorter
		(5)	Copies of formal orders of regulatory commission served upon the utility	3 years after repeal or supersession
		(6)	Easements	Life of Corporation
	c		Permits:	
		(1)	Permits and granted application for the use of facilities of others	1 year after expiration or cancellation
		(2)	Copies of permits and applications granted others for the use of the utility's facilities	1 year after expiration or cancellation
		(3)	Applications for the use of facilities not granted and copies of such applications	Destroy as soon as possible
		(4)	Permits of a temporary nature of municipalities or others to perform specific work, such as permits to open streets	Destroy as soon as possible
	d		Organization diagrams charts	Destroy as soon as possible
7			Contracts and agreements (except contracts provided for elsewhere):	
	a		Services contracts, such as for management, accounting, and financial services	6 years after expiration or cancellation
	b		Contracts with other utilities for the purchase, sale, or interchange of product	6 years after expiration or cancellation
	c		Leases pertaining to rentals of property to or from others	6 years after expiration or cancellation
	d		Contracts and agreements with individual employees, labor unions, company unions, and other employee organizations relative to wage rates, hours, and similar matters	6 years after expiration or cancellation
	e		Contracts, agreements, and/or other essential records necessary to the carrying out of the functions of an employee's stock purchase or other type of employees' savings plan	6 years after expiration or cancellation
	f		Contracts or agreements for the acquisition or disposal of investments (excluding temporary cash investments)	6 years after disposal
	g		Memoranda essential to clarifying or explaining provisions of contacts listed above	6 years after expiration or cancellation

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			Description	Minimum Retention Period
	h		Card or book records of contracts, leases, and agreements made showing dates of expirations and renewals, memoranda of receipts and payments under such contracts, etc.	6 years after expiration or cancellation
8			Accountants' and auditors' reports	
	a		Reports of examinations and audits by accountants and auditors not in the regular employment of the utility (such as reports of public account firms and regulatory commission accountants)	5 years after date of report
	b		Internal audit report and work papers	5 years after date of report
Information Technology Management				
9			Information technology management	
	a		Magnetic tape or other media used as intermediate records or steps in data processing for assembling data to be posted to the records of the company or used in a report or study	Destroy as soon as possible
	b		Program documentation and revisions thereto. Statements and illustrations as to the scope of operations should be sufficiently detailed to indicate (1) the application being performed, (2) the procedures employed in each application (which, for example, might be supported by flow charts, block diagrams, or other descriptions of operating procedures), and (3) the controls used to insure accurate and reliable processing. Major program changes, together with their effective dates, should be noted in order to preserve an accurate chronological records.	Retain as long as it represents an active, viable program or for periods prescribed for related output data, whichever is shorter
General Accounting Records				
10			General and subsidiary ledgers:	
	a	(1)	General ledgers	10 years
		(2)	Ledgers subsidiary or auxiliary to general ledgers except ledgers provided for elsewhere	10 years
	b	(1)	Indexes to general ledgers	10 years
		(2)	Indexes to subsidiary ledgers except ledgers provided for elsewhere	10 years
	c		Trial balance sheets of general subsidiary ledgers	2 years
11			Journals	
	a		Journal vouchers and journal entries	10 years
12			Journal vouchers and journal entries including supporting detail:	
	a		Journal vouchers and journal entries	10 years
	b		Analyses, summarizations, distributions, and other computations which support journal vouchers and journal entries:	
		(1)	Charging plant accounts	25 years
		(2)	Charging all others accounts	6 years
	c		Schedules for recurring journal entries	Destroy when superseded
	d		Lists of standard journal entry number	Destroy when superseded
13			Cash books:	
	a		General and subsidiary or auxiliary books	6 years after close of fiscal year
14			Voucher registers:	
	a		Voucher registers or similar record when used as a source document	25 years

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			Description	Minimum Retention Period
15			Vouchers:	
	a		Paid and canceled vouchers to include original bills and invoices for materials, services, etc paid by vouchers and authorization for payment	
		(1)	Plant	25 years
		(2)	Non-Plant	6 years
	b		Paid checks and receipts for payments by voucher or otherwise	6 years
16			Accounts receivable (See Items 52 and 53 for accounts with customers for utility service and for merchandise sales):	
	a		Records of accounts receivable pertaining to sales of utility plant	3 years after settlement
	b		Record or register of accounts receivable and indexes thereto and summaries of distribution	3 years after settlement
17			Records of securities owned:	
	a		Records of securities owned, in treasury, or with custodians (excluding temporary investment of cash)	3 years after disposal of the investment
18			Payroll records:	
	a		Payroll sheets or registers of payments of salaries and wages	
		(1)	Plant	25 years
		(2)	Plant Identified on Work Order	6 years
		(3)	Non-Plant	6 years
	b		Records showing the distribution of salaries and wages paid and summary statement of such distribution	
		(1)	Plant	25 years
		(2)	Plant Identified on Work Order	6 years
		(3)	Non-Plant	6 years
	c		Time tickets, time sheets, time books, time cards, workmen's reports, and other records showing hours worked, description of work, and accounts to be charged:	
		(1)	When used as a basis for payment of salaries and wages and records described in Item 18(a) are not maintained	
			(a) Plant	25 years
			(b) Plant Identified on Work Order	6 years
			(c) Non-Plant	6 years
	d		Paid checks, receipts for wages paid in cash and other evidences of payments for services rendered by employees	3 years
	e		Applications and authorizations for changes in wage and salary rates	6 years
	f		RESERVED	
	g		Payroll authorizations and records of authorized positions	6 years
	h		Records of deductions from payrolls	2 years
	i		Comparative or analytical statements of payrolls	6 years
	j		Employee's individual earnings records	6 years after termination of employment
	k		Summaries and reports of changes in payrolls and similar records	6 years
	l		Payroll deduction authorizations	1 year after superseded
19			Assignments, attachments, and garnishments:	
	a		Record of assignments, attachments, and garnishments of employee's salaries, including files of notice, etc., pertaining thereto	2 years

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			Description	Minimum Retention Period
Insurance				
20			Insurance records:	
	a		Insurance policies, insurance requirements, records of policies in force, showing coverage, premiums paid, and expiration dates	6 years after expiration
	b		RESERVED	
	c		Records of amounts recovered from insurance companies in connection with losses and of claims against insurance companies, including reports of losses and supporting papers	
		(1)	Plant	25 years
		(2)	Non-Plant	6 years
	d		Inspectors' reports and records of condition of property	Destroy when superseded
	e		Insurance maps of property and structures erected thereon	Destroy when superseded
21			Injuries and damages:	
	a		Claims registers, card, or book indexes and similar records in connection with claims presented against the company in connection with accidents resulting in damage to the property or personal injuries	
		(1)	Minors	3 years after reaching age of majority
		(2)	Adults	3 years after settlement
	b		Papers, reports, statements of witnesses, etc., necessary to the support or rejection of individual claims against the company	
		(1)	Minors	3 years after reaching age of majority
		(2)	Adults	3 years after settlement
	c		Other papers, reports or statements, pertaining to accidents resulting in property damages or personal injuries, not necessary to support or rejection of claims	
		(1)	Minors	3 years after reaching age of majority
		(2)	Adults	3 years after settlement
	d		Detailed schedules or spreadsheets of payments to others for personal injuries or for property damages	
		(1)	Minors	3 years after reaching age of majority
		(2)	Adults	3 years after settlement
	e		Worker compensation cases related to injuries	12 years from date of injury, death, or date that compensation was last paid
Operations and Maintenance				
22.1			Production – Electric:	
	a		Boiler room, condenser room, turbine room, and pump room logs, including supporting data	6 years
	b		Boiler room and turbine room reports of equipment in service and performance	6 years

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			Description	Minimum Retention Period
	c		Boiler-tube failure report	6 years
	d		Generation and output logs with supporting data	6 years
	e		Station and system supply records	Life of Corporation
	f		Generating high-tension and low-tension load records	6 years
	g		Oil and waste reports	6 years
	h		Load curves, temperature logs, coal, and water logs	6 years
	i		Gage-reading reports	
		(1)	River flow data	Life of Corporation
		(2)	All other	6 years
	j		Recording instrument charts	6 years
	k		Load dispatcher's and station permits	6 years
	l		Interruptions records	6 years
22.2			Production – Gas:	
	a		Boiler and gas machine logs, including supporting data	6 years
	b		Gas generation and output logs with supporting data	Life of Corporation
	c		Temperature and atmospheric pressure logs	6 years
	d		Coal, coke, and oil reports	6 years
	e		Residual reports	6 years
	f		Recording instruments charts such as pressure (static and/or differential), temperature, specific gravity, heating value, etc.	6 years
	g		Test of heating value at stations and outlying points	6 years
	h		Records of gas produced, gas purchased, gas sent out, and holder stock	Life of Corporation
	i		Analysis of gas produced and purchased including Btu and sulfur content	6 years
	j		Records of general inspection and operating tests	6 years
	k		Well records, including clearing, bailing, shooting, etc., records; rock pressure; open flow; production, gas analysts' reports, etc.	6 years or 1 year after field or relevant production area abandoned, whichever is longer
	l		Gasoline production	6 years
	m		Gas production by counties	6 years
	n		Gas measuring records	6 years
	o		Tool record	For life of equipment or destroy after including in mortality study, whichever is later
	p		Royalty record	6 years
	q		Records of meter tests	Until superseding test, but no less than 6 years
	r		Meter history records	For life of meter
22.3			Production – Nuclear:	
			<i>(Note: Nuclear records must be retained in accordance with NRC Regulations – Title X)</i>	
	a		Records of normal plant operation, including power levels and periods of operation at each power level	6 years/operating charts for the first year's operation will be stored for the life of the corporation

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			Description	Minimum Retention Period
	b		Records of principal maintenance activities, including inspection, repair, substitution, or replacement of principal items of equipment pertaining to nuclear safety	6 years/operating charts for the first year's operation will be stored for the life of the corporation
	c		Records of abnormal occurrences	6 years/operating charts for the first year's operation will be stored for the life of the corporation
	d		Records of periodic checks, inspections, and calibrations performed to verify that surveillance requirements are being met	6 years/operating charts for the first year's operation will be stored for the life of the corporation
	e		Records and prints of changes made to the plant as described in the Final Safety Analysis Report	10 years
	f		Records of new and spent fuel inventory and assembly histories	10 years
	g		Records of monthly plant radiation and continuation surveys	10 years
	h		Records of off-site environmental monitoring surveys	10 years
	i		Records of radiation exposure of all plant personnel, including all contractors and visitors to the plant who enter radiation control areas	10 years
	j		Records of radioactivity liquid and gaseous wastes released to the environment	10 years
	k		Records of any special reactor tests or experiments	10 years
	l		Records of changes made in the operating procedures	10 years
	m		In-service inspection records	Life of plant
22.4			Production – Water Supply, Purification, and Pumping:	
	a		Record of water supplied to distribution system, by sources	15 years or 3 years after the source is abandoned, whichever is shorter
	b		Boiler room, condenser room, turbine room, and pump room logs, including supporting data	6 years
	c		Boiler room and turbine room reports of equipment in service and performance	6 years
	d		Equipment failure report	6 years
	e		Pumping output logs with supporting data	6 years
	f		Station output reports	25 years for hydro, 6 years for steam or other
	g		Oil and waste reports	6 years
	h		Coal and water logs	6 years
	i		Gage-reading reports	6 years
	j		Recording instruments charts	6 years
	k		River flow data	Life of Corporation
23.1			Transmission and Distribution – Electric:	
	a		Substation and transmission line logs	6 years
	b		System operator's daily logs and reports of operation	6 years
	c		Storage battery and other equipment logs and records	6 years
	d		Interruption logs and reports	6 years

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		Description	Minimum Retention Period
	e	Records of substation general inspections and operation tests	6 years
	f	Apparatus failure reports	6 years
	g	Line-trouble reports and records	6 years
	h	Lightning and storm data	6 years
	i	Insulator test records	6 years
	j	Reports on inspections and repairs of all street openings	6 years
	k	Records of meter tests	Until superseding test but no less than 6 years
	l	Meter shop reports (monthly reports summarizing tests, repair, etc.)	6 years
	m	Meter history records	For life of meter or 6 years, whichever is longer
	n	Transformer history records including inspections, oil tests, etc.	Life of Corporation (EPA Standard)
	o	RESERVED	
	p	Pole, tower, structure, and other equipment history records	Life of Equipment
	q	Voltimeter records	6 years or until superseded
	r	Annual meter accuracy summary	20 years
23.2		Transmission and Distribution – Gas	
	a	Transmission line logs	6 years
	b	Transmission and distribution department load dispatching operating logs	6 years
	c	Service interruption logs and reports	6 years
	d	Records of general inspection and operating tests	6 years
	e	Reports on inspections and repairs of all street openings	6 years
	f	Apparatus failure reports	6 years
	g	Records of meter tests	Until superseding test but not less than 6 years
	h	Meter history record	For life of meter or 6 years, whichever is longer
	i	Meter shop reports (monthly reports summarizing tests, repairs, etc.)	3 years
	j	Gas measuring records	6 years
	k	Transmission line operating reports	6 years
	l	Compressor operation and reports	6 years
	m	Gas pressure department reports	6 years
	n	Recording instrument chart such as pressure (static and differential), temperature, specific gravity, heating value, etc.	6 years
	o	Corrosion control records	3 years
	p	Leak and leak repair	Life of Pipeline
	q	Annual meter accuracy summary	20 years
23.3		Transmission and Distribution – Water:	
	a	Operator's daily logs and reports of operation	6 years
	b	Equipment logs and records	6 years
	c	Apparatus failure reports	6 years
	d	Reports on inspections and repairs of all street openings	6 years

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			Description	Minimum Retention Period
	e		Records of meter tests	Until superseding test but not less than 6 years
	f		Meter history records	For life of meter or 6 years, whichever is longer
	g		Pipelines, structures, equipment, and other history records	For life of equipment
	h		Meter shop reports (monthly reports summarizing tests, repairs, etc.)	6 years
24			Customer's Service:	
	a		Reports of inspections of customer's premises	6 years
	b		Records and reports of customers' service complaints	6 years
	c		RESERVED	
	d		RESERVED	
	e		Reports of inspections of customers' equipment-gas	10 years
25			RESERVED	
26			Maintenance work orders and job orders:	
	a		Authorization for expenditures for maintenance work to be covered by work orders, including memoranda showing the estimates of costs to be incurred	6 years
	b		Work order sheets to which are posted in detail the entries for labor, material, and other charges in connection with maintenance and other work pertaining to utility operations	6 years
	c		Summaries of expenditures on maintenance and job orders and clearances to operating and other accounts (exclusive of plant accounts)	6 years
Personnel				
27			Personnel records:	
	a		Employees' service records, length of service, and other pertinent data	3 years after termination of employment
	b		Applications for employments, requests for medical examination, medical examiner's report, photographs, and other identification records, and other miscellaneous records pertaining to the hiring of employees	2 years
	c		Requests for medical examination, medical examiner's report other than pre-employment	3 years after termination of employment
	d		Illness and injury records not including exposure records	30 years
	e		Records of employee exposure to toxic substances	Life of Corporation
	f		Records of employee exposures to radiation	Life of Corporation
	g		Records of employee training in handling hazardous materials	Life of Corporation
28			Employees' benefit and pension records (including medical retirement, savings and stock ownership plan):	
	a		Detailed computations of accruals for pension liabilities	6 years after supersession or termination of the plan
	b		Pension of annuity payrolls	6 years
	c		Pension of annuity checks	3 years
	d		Plan description and summary plan description	6 years after supersession of the

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			Description	Minimum Retention Period
				plan
	e		Plan and annual reports	3 years after supersession of the plan
	f		Plan statements to employees and beneficiaries	3 years after supersession of the plan
29			Instructions to employees and others:	
	a		Bulletins of memoranda of general instructions issued by the company to employees pertaining to changes in accounting, engineering, operating, maintenance and construction policies	3 years after expiration
	b		Bulletins of memoranda of general instructions issued by the company to employees pertaining to accounting, engineering, operating, maintenance and construction methods and procedures	Destroy after expiration or supersession
	c		Notices to employees on matters of discipline, department, and other similar subjects	Destroy as soon as possible
Plant and Depreciation				
30			Plant Ledgers:	
	a		Ledgers of utility plant accounts including land and other detailed ledgers showing the cost of utility plant by classes	25 years
	b		Continuing plant inventory ledger, book or card records showing description, location, quantities, costs, etc., of physical units (or items) of utility plant owned	6 years after the plant is retired or sold, provided morality data are retained
31			Construction work in progress ledgers, work orders, and supplemental records:	
	a		Construction work in progress records, income ledgers, work order sheets, authorizations for expenditures, requisition, performance reports analysis or cost reports. Analysis or cost reports showing quantities of materials used, unit costs, number of man-hours, etc., in connection with completed construction project	5 years after clearance to the plant account
		(1)	Plant inventory ledger maintained	5 years
		(2)	Plant inventory ledgers not maintained	5 years
	b		RESERVED	
	c		RESERVED	
	d		Authorizations for expenditures for additions to utility plant, including memoranda showing the detailed estimates of costs and the basis therefore (including original and revised or subsequent authorizations)	5 years
	e		Requisitions and registers of authorizations for utility plant expenditures	5 years
	f		Completion or performance reports showing comparison between authorized estimated and actual expenditures for utility plant additions	5 years
	g		RESERVED	
	h		Records and reports pertaining to progress of construction work, the order in which jobs are to be completed and similar records which do not form a basis of entries to the accounts	Destroy as soon as possible
	i		Well drilling logs and well construction records	1 year after field or relevant production area abandoned

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			Description	Minimum Retention Period
32			Retirement work in progress ledgers, work orders, and supplemental records:	
	a		Work order sheets to which are posted the entries for removal costs, materials recovered, and credits to utility plant accounts for cost of plant retired	6 years after plant is retired or sold
	b		Authorizations for retirement of utility plant, including memoranda showing the basis for determination of cost of plant to be retired and estimates of salvage and removal costs	6 years after retirement
	c		Registers of retirement work orders	6 years
33			Summary sheets, distribution sheets, reports, statements, and papers directly supporting debits and credits to utility plant accounts not covered by construction or retirement work orders and their supporting records	10 years after clearance to the plant account
		(1)	Plant inventory ledger maintained	10 years
		(2)	Plant inventory ledgers not maintained	6 years after plant is retired or sold
34			Appraisals and valuations:	
	a		Appraisals and valuations made by the company of its properties or investments or of the properties or investments of any associated companies (Includes all records essential thereto)	3 years after disposal
	b		Determination s of amounts by which properties or investments of the company or any of its associated companies will be either written up or written down as a result of:	
		(1)	Mergers or acquisitions	10 years after completion of transaction or as ordered by the Commission
		(2)	Asset impairments	10 years after recognition of asset impairment
		(3)	Other bases	10 years after the asset was written up or down
35			Maps and map reproductions	
	a		The original or reproduction of engineering records, drawings, and other supporting data for proposed or as constructed-facilities: maps, diagrams, profiles, photographs, field survey notes, plot plan, detail drawings, records of engineering studies, and similar records showing the location of proposed or as constructed facilities.	Retain until retired or abandoned
36			RESERVED	
37			Contracts and other agreements relating to utility or natural gas company records:	
	a		Contracts relating to acquisition or sale of plant	6 years after plant is retired or sold
	b		Contracts and other agreements relating to services performed in connection with construction of utility plant (including contracts for the construction of plant by others for the utility and for supervision and engineering relating to construction work)	6 years after plant is retired or sold
	c		The primary records of gas acreage owned, leased or optioned excluding deeds and leases but including such records as lease sheets, leasehold cards, and option agreements	6 years after the gas acreage have expired or otherwise have

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			Description	Minimum Retention Period
				dissolved
38			Records pertaining to reclassifications of utility plant accounts to conform to prescribed systems of accounts, including supporting papers showing the basis for such reclassification	6 years
39			Records of accumulated provision for depreciation of utility plant:	
	a		Detail records or analysis sheets segregating the accumulated provision for depreciation according to functional classification of plant	25 years
	b		Records supporting computation of depreciation and depletion expense of utility plant, including such data as life and salvage studies	25 years
Purchases and Stores				
40			Procurements:	
	a		Agreements for the acquisition of the goods or the performance of services. Includes all forms of agreement not specifically set forth in Item 7 such as, but not limited to : letters of intent, exchange of correspondence, master agreements, term contracts, rental agreements and the various types of purchase orders.:	
		(1)	For goods or services relating to plant construction	25 years
		(2)	For other goods or services	6 years
	b		Supporting documents evidencing all relevant elements of the procurement including bids and proposals:	
		(1)	Accepted bids and proposals	6 years
		(2)	Unaccepted bids and proposals of summaries thereof	6 years
		(3)	All other supporting records such as requisitions, advice's from suppliers, registers or similar records of invoices	2 years
41			Material ledgers:	
	a		Ledger sheets of materials and supplies received, issued and on hand	6 years after the date records/ledgers were created
42			Materials and supplies received and issued	
	a		Records and reports pertaining to receipt of materials and supplies	
		(1)	Plant	25 years
		(2)	Non-plant	6 years
	b		Records of inspecting and testing materials and supplies	2 years
	c		RESERVED	
	d		Records of materials issued, transferred or returned to stock:	
		(1)	Showing quantities, unit prices, and accounts to be charged	3 years
		(2)	Showing only quantities and accounts to be charged	Destroy as soon as possible if the basic information contained thereof is transferred to other records
43			Records of sales of scrap and materials and supplies and disposal of waste materials:	
	a		Contracts and authorizations for sales of scrap and materials and supplies	6 years after expiration of contract
		(1)	Non-toxic waste materials	Life of Corporation
		(2)	Toxic waste materials including environmental contaminants, PCB's, nuclear waste, etc.	Life of Corporation

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			Description	Minimum Retention Period
	b		Memoranda pertaining to sale of scrap and materials and supplies	6 years after expiration of contract
	c		Contracts, permits, and authorization pertaining to disposal of waste materials	Life of Corporation
	d		Records evidencing disposal of non-toxic and toxic (environmental contaminants, PCB's nuclear waste, etc.) waste materials including destinations, routes, bill of lading, manifests, storage, containers, and other documents supporting disposal	Life of Corporation
44			Inventories of materials and supplies:	
	a		General inventories of materials and supplies including accounting adjustments required to bring store records into agreement with physical inventories	2 years
	b		Stock cards, inventory cards, and other inventory records if summarized by records covered by Item a above	Destroy as soon as possible
	c		Minor inventories of materials and supplies on hand if not reflected in adjustments of accounts	Destroy as soon as possible
Revenue Accounting and Collecting				
45			Customers' service application and contracts:	
	a		Applications for utility service and other records	6 years after expiration or cancellation
	b		RESERVED	
	c		RESERVED	
	d		Applications for utility service which were withdrawn by applicant or not granted by the utility	1 year
	e		Contracts of sales agreements with customers and others for sale of merchandise and appliances	6 years after sales agreement is discharged
	f		Contracts for lease of equipment to customers, including receipts for same	6 years after expiration or cancellation
	g		Applications and contracts for line extensions and records pertaining to such contracts:	
		(1)	Covered by refundable deposits or guarantees or revenue	6 years after refund or completion
		(2)	For which donations or contributions are made by customers or others	Until receipt of Commission audit report or 6 years after the auditor's exit conference, whichever occurs first
46			Rate Schedules:	
	a		General files of published rate sheets and schedules of utility service (including schedules suspended or superseded)	Life of Corporation
47			Customers' guarantee deposits:	
	a		Customers' deposit ledgers or card records	6 years after refund
	b		Customers' deposit certificate books	6 years after refund
	c		Receipts for customers' deposits refunded	6 years after refund
	d		Receipts for interest on customers' deposits	6 years after refund
48			Meter reading sheets and records:	
	a		Suspended meter reading sheets	6 years or next test,

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			Description	Minimum Retention Period
				whichever is longer
	b		Meter reread sheets (special readings to check high or low consumption)	6 years
	c		Customers' reading cards	2 years
	d		Connection and disconnection orders	2 years
49			Maximum demand, pressure, temperature, and specific gravity charts and demand meter record cards	2 years
50			Miscellaneous billing data:	
	a		RESERVED	
	b		Service and inspection orders from which customers are charged and sundry charge advice's	2 years
	c		Authorizations for charges under utility service contracts	1 year after expiration of contract
51			Revenue summaries:	
	a		Summaries of monthly operating revenues according to classes of service, including summaries of forfeited discounts and penalties	5 years
52			Customers' ledgers and other records used in lieu thereof:	
	a		Customers' ledgers	6 years or until no longer needed to adjust customers' bills or from date of one meter test to the next, whichever is longer
	b		Records used in lieu of customers' ledgers, such as bill summaries, registers, bill stubs, etc.	6 years or until no longer needed to adjust customers' bills or from date of one meter test to the next, whichever is longer
	c		Copies of large bills:	
		(1)	If details are not transcribed to ledgers covered by Item a above	Destroy as soon as possible
		(2)	If details are not transcribed to ledgers	6 years or until no longer needed to adjust customers' bills or from date of one meter test to the next, whichever is longer
	d		Trial balances of ledgers referred to above	1 year
53			Merchandise sales-accounting and collecting:	
	a		Merchandise sales tickets (duplicate) and charge slips for work done	2 years
	b		Merchandise registers and summaries of sales	3 years
	c		Merchandise ledgers and installment records	1 year after completion of payments
	d		Merchandise sales and adjustment tickets	Destroy as soon as possible after annual audit and 1 year after account is settled

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			Description	Minimum Retention Period
	e		Cashier's stubs for merchandise collection	1 year
	f		Cashier's periodic reports and statements of collection on merchandise accounts	2 years
	g		RESERVED	
	h		Reports relating to status of merchandise accounts receivable	2 years
	i		Jobs orders and supporting details of charges to customers for work done	3 years
	j		Indexes and trial balances of merchandise ledgers	2 years
54			Customer reports and records:	
	a		Periodic reports, lists, and summaries of collections of operating revenues by collectors, agents, and local or divisional or district offices	2 years
	b		Bill stubs, copies of bills, collection slips, and other records pertaining to collections, summarized or detailed in daily or periodic cash reports	3 months
	c		Memorandum records of remittances from local or branch offices	3 months
55			Customers' account adjustments:	
	a		Records pertaining to adjustments of customers' accounts for overcharges, undercharges, and other errors, results of which have been transcribed to other records	2 years
	b		Records of high-bill complaints whether or not resulting in adjustments to customers' accounts	2 years
56			Uncollectible accounts and customers' credit records:	
	a		Records of rating, credit classifications, and investigations of customers'	Destroy as soon as possible
	b		Ledger accounts and supporting details of customer's accounts considered to be uncollectible	3 years after period legally collectible
	c		Reports and statements showing age and status of customers' accounts	2 years
	d		Data on unpaid final bills	3 years after period legally collectible
	e		Authorizations for writing off customers' accounts	3 years after period legally collectible
Tax				
57			Tax records:	
	a		Copies of tax returns and schedules filed with taxing authorities, supporting work papers, records of appeals, tax bills and receipts for payment (See item 15b for vouchers evidencing disbursements):	
		(1)	Federal and state income tax returns	2 years after final tax liability is determined
		(2)	Property tax returns	2 years after final tax liability is determined
		(3)	Sales and use taxes	2 years
		(4)	Other taxes	2 years after final tax liability is determined
		(5)	Agreements between associate companies as to allocation of consolidated income taxes	2 years after final tax liability is determined

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			Description	Minimum Retention Period
		(6)	Schedule of allocation of consolidating federal income taxes among associate companies	2 years after final tax liability is determined
		(7)	Records of annual determinations of deferred taxes on income, annual determination of accounting adjustments for “reserve deferrals” of deferred taxes on income together with basic computations and records of annual plant additions and retirements and adjustments on which deferred tax accounting entries are based (For the purposes of these regulations, “deferred taxes” and “deferred tax accounting” embrace provision for “future taxes on income,” “prepaid taxes on income,” or any other accounting procedure which attribute a tax on income to a year or years other than that of the specific year’s tax return determining the tax liability.)	6 years after absorption of deferred credits
	b		RESERVED	
	c		Filings with taxing authorities to qualify employee benefit plans	5 years after discontinuance of plan
	d		Information returns and reports to taxing authorities	3 years after final tax liability and audit settlement is determined
	e		Restatements of schedules of taxes paid after giving effect to refunds and additional assessments	6 years
Treasury				
58			Statements of funds and deposits:	
	a		Statements of periodic deposits with fund administrators of trustees	Retain records for the most recent 3 years
	b		Statements of periodic withdrawals from fund	Retain records for the most recent 3 years
	c		Statements prepared by fund administrator of trustees of fund activity including:	
		(1)	Beginning of the year fund balance	Retain records until fund is dissolved or terminated
		(2)	Deposits with the fund	Retain records until fund is dissolved or terminated
		(3)	Acquisition of investments held by the fund	Retain records until fund is dissolved or terminated
		(4)	Disposition of investments held by the fund	Retain records until fund is dissolved or terminated
		(5)	Disbursements from the fund, including party whom disbursement was made	Retain records until fund is dissolved or terminated
		(6)	End of year fund balance	Retain records until fund is dissolved or terminated
	d		Requisitions and receipts for funds furnished managers, agents and others	Destroy as soon as possible after funds have been returned or

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			Description	Minimum Retention Period
				accounted for
	e		Records of fidelity bonds of employees and others responsible for funds of the utility	Destroy as soon as possible after liability of bonding company has expired
	f		Reports and estimates of funds required for general and special purposes	Destroy as soon as possible
59			Records of deposits with banks and others:	
	a		Copies of bank deposit slips	2 years
	b		Advice of deposits made when information has been transcribed on other records which are retained	2 years
	c		Statements from depository showing the details of funds received, disbursed, transferred, and balances on deposit	2 years
	d		Bank reconciliation papers	2 years
	e		Statements from banks of interest credits	2 years
	f		Check stubs, registers, or other records of checks issued	3 years
60			Records of receipts and disbursements:	
	a		Daily or other periodic statements of receipts or disbursements of funds	2 years
	b		Periodic statements of outstanding vouchers, checks, drafts, etc., issued and not presented	2 years
	c		Reports of associates showing working fund transactions and summaries thereof	2 years
	d		Reports of revenue collections by field cashiers, pay stations, etc.	2 years
Miscellaneous				
61			Statistics:	
	a		Financial, operating and statistical reports regularly prepared in the course of business for internal administrative or operating purposes (and not used as the basis for entries to accounts of the companies concerned) to show the results of operations and the financial condition of the utility:	
		(1)	Annual reports	5 years
		(2)	Quarterly, monthly, or other period	2 years
	b		All other statistical reports (not covered elsewhere in the regulations) prepared for internal administrative or operating purposed only and not used as the basis for entries to the accounts of the company	Destroy as soon as possible
62			Budgets and other forecasts (prepared for internal administrative or operating purposes) of estimated future income, receipts and expenditures in connection with financing, construction and operations and acquisitions or disposals of properties or investments by the company and its associate companies, including revisions of such estimates and memoranda showing reason for revisions; also records showing comparison of actual income and receipts and expenditures with estimates	3 years
63			Miscellaneous Correspondence:	
	a		Correspondence and indexes thereto relating to offices covered by other items of these regulations	Destroy as soon as possible

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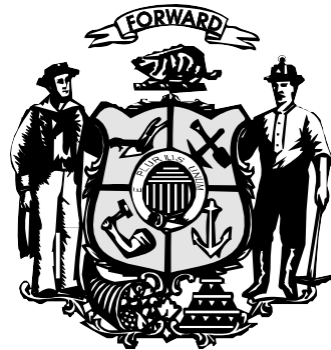
			Description	Minimum Retention Period
	b		Stenographers' notebooks and Dictaphone or other mechanical device records	Destroy as soon as possible
	c		Mailing lists of prospects for appliance sales, securities, etc.	Destroy as soon as possible
64			Records of predecessor companies	Retain consistent with the requirements for the same types of records for the utility
65			Reports to federal and state regulatory commissions:	
	a		Annual financial, operating and statistical reports	5 years
	b		Monthly and quarterly reports of operating revenues, expenses, and statistics	2 years after date of report
	c		Special or periodic reports on the following subjects:	
		(1)	Transactions with associated companies	5 years
		(2)	Budgets of expenditures	3 years
		(3)	Accidents	5 years
		(4)	Employees and wages	5 years
		(5)	Loans to officers and employees	5 years after fully paid
		(6)	Issues of securities	25 years or until all securities covered are retired, whichever is shorter
		(7)	Purchases and sales, utility properties	Life of Corporation
		(8)	Plant changes-units added and retired	Life of Corporation
		(9)	Service interruptions	6 years
	d		Cost of service reports filed under Section 133 of the Public Utility Regulatory Policies Act (PURPA)	5 years
	e		Hazardous waste reports	Life of Corporation
	f		Reports filed under federal and state holding company (Public Utility Holding Company Act (PUHCA) and Wisconsin Utility Holding Company Act (WUHCA) regulations	5 years
66			Other miscellaneous records	
	a		Copies of records of advertisement by the company in behalf of itself or any associated company in newspapers, magazines and other publications	2 years
	b		RESERVED	
	c		RESERVED	
	d		Destruction of records certificates or other notifications	6 years

General Records Schedule

Wisconsin Municipal and Related Records

Approved by the Public Records Board:

August 27, 2018



Expiration: August 27, 2028

For use by all units of Wisconsin Government at the Municipal level

Wisconsin Municipal Records Schedule

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Introduction:

Records are a basic tool of transacting business on behalf of all local government units. They are the foundation for government accountability. Records management is regulated by Wisconsin state law, and accordingly, the Wisconsin Municipal Records Schedule (WMRS), upon adoption, provides legal authorization to dispose of records on a regularly scheduled basis. The schedule serves as a mechanism for consistent retention and disposition of similar types of records across all municipal governments and provides assurance of accountability to the public.

The schedule was developed following guidelines for complying with legal, fiscal, and archival requirements for records retention and facilitates cost-effective management of records commonly found in municipal governments.

Wisconsin Statute § 19.21(1) defines public records as “all property and things received from the officer’s predecessor or other persons and required by law to be filed, deposited, or kept in the officer’s office, or which are in the lawful possession or control of the officer or the officer’s deputies.” Records are defined by Wisconsin Statute § 19.32(2) as “any material on which written, drawn, printed, spoken, visual, or electromagnetic information or electronically generated or stored data is recorded or preserved, regardless of physical form or characteristics, that has been created or is being kept by an authority.” Public records are also defined as being “all books, papers, maps, photographs, films, recordings, optical discs, electronically formatted documents, or other documentary materials, regardless of physical form or characteristics, made or received by any state agency or its officers or employees in connection with the transaction of public business” (Wis. Stat. § 16.61(2)(b)).

I. Applicability:

The WRMS is available for adoption by all Wisconsin cities, villages, and towns; along with other non-county local units of government. County governments should refer to the County General Schedule for their record retention requirements. The WMRS is intended to serve as guidance for records that are created or received by your particular unit. Adopting the schedule does not require local units to begin creating any record series that they currently do not produce.

Records retention guidelines apply regardless of record format. Records covered by the WMRS may be retained in electronic, paper, or other formats. The schedule applies to all records: born digital (including those created or transmitted via e-mail), data contained in database systems, tapes/cartridges and other types of electronic records and information systems maintained by agencies. Municipalities must also meet the standards and requirements for the management of electronic records outlined in [Chapter Adm. 12](#).

II. Purpose:

Record schedules are intended to be used by records creators as a tool to SIMPLIFY their records management responsibilities, not to make them more complex. It is the intention of the WMRS to streamline municipal records management by:

- Providing clear and uniform guidance for the retention and disposition of records common to most municipal governments;
- Eliminating the need for individual municipalities to develop and obtain Wisconsin Public Records Board approval of records retention/disposition schedules;
- Facilitating uniformity in the retention and disposition of records across all municipalities; and
- Promoting the cost-effective management of municipal records.

III. Implementation:

The WMRS is a schedule that municipalities MAY adopt to manage their records. Municipalities ARE NOT required to adopt the schedule for use. The WMRS does not replace the ability of municipalities to create and adopt records schedules through the creation of ordinances. See Additional Options below for more information.

To adopt the Schedule:

- Submit the original and two copies of the [Notification of General Schedules Adoption](#) (PRB-002) form to:
 State Archivist
 Wisconsin Historical Society
 816 State St.
 Madison, WI 53706
- The Wisconsin Public Records Board (PRB) will acknowledge your Notification of Adoption by returning a signed copy of the adoption to the municipality.
- After confirmation of PRB approval, municipalities should enact an ordinance adopting the WMRS as their official schedule.

Municipalities are expected to supersede any previously approved, unique, ordinances which cover records included in the adopted Municipal Schedule. Retain any approved schedules in existing ordinances for records that ARE NOT covered by the Municipal Schedule.

Additional Options:

All municipalities may adopt the PRB approved General Records Schedules to supplement the WMRS. See [Section VI](#) of this instruction for more information.

Specific schedules may also be set by Records Disposition Authorizations (RDAs). Please consult the PRB webpage on [Information for Counties and Municipalities](#) for more information and instructions.

Municipalities that choose not to adopt the WMRS are still required to schedule the destruction of obsolete records through ordinance as stated in Wis. Stat. 19.21(4). Retention periods that are not specifically set by state statutes CANNOT be scheduled for less than 7 years without approval from the PRB.

IV. Using the Schedule:

The WMRS is arranged in five different sections covering the record series created by municipal governments. Some sections are broken down into subsections to provide easier reference. The following is an example of the format used in each section and an explanation of the information found in each column.

Record Series Title	Series Description	Retention	Confidential	WHS Notification
Subsection				

- Record Series Title – Descriptive title of the record series. This is a basic title, not necessarily universally used by all municipalities.
- Series Description – Brief overview of the records that are included in the record series.
 - If a specific statute or legal source defines a retention period for the records it is identified in this field.
- Retention – Indicates the minimum time period a record series must be maintained and a description of what initiates the start of the retention clock.
 - **Creation:** Is used when the creation of the record initiates the retention time period. (*Example:* If a RDA existed for ABC Annual Reports, the event might be written as *Creation+ 3 years* meaning an ABC Annual Report must be retained for three years after it is created.)
 - **Fiscal:** Is used if the retention time period is initiated by the end of a fiscal year. (*Example:* RDAs that exist for annual budgets might be written as *Fiscal+ 6 years* meaning a budget would have to be retained for six years after the end of that fiscal year.)
 - **Event:** Is used if a specific event other than Creation or Fiscal initiates the retention time period. (*Example:* A RDA that exists for a housing relocation program has the event written as *Event+ 5 years; Event=Approval Letter for Relocation Plan*". In this scenario, it means all records associated with this RDA have to be retained for five years after the official letter was sent by the state to approve the relocation plan.)

- **Permanent:** Is used if the records need to be maintained permanently by the creating municipality. See [Guidelines for the Permanent Retention of Records](#).
- General references on retention periods for municipal records are found in Wis. Stat. § 19.21(4)(b), Wis. Stat. § 19.21(6), or Wis. Stat. § 19.21(8).
- **Confidential** – Indicates whether or not the record series contains information that is required by statute to be kept confidential. See Section V of this guide for more information on confidential records.
- **WHS Notification** – Wis. Stat. § 19.21(4)(a) requires that all municipal public records must be offered for transfer to the Wisconsin Historical Society 60 days prior to their destruction. This field indicates if notification to the Wisconsin Historical Society is required before records can be destroyed. Column will either state NOTIFY or WAIVED.
 - **Waived:** The Wisconsin Historical Society has determined the record series has low historical value and waived the notification period as indicated Wis. Stat. § 19.21(4)(a). Municipalities are free to destroy any waived records without notification once they reach their required retention period.
 - **Notify:** You are required to send written notification to the Wisconsin Historical Society before destruction. Please contact the Wisconsin Historical Society with questions on how to properly notify on the destruction of public records.
 - **N/A:** indicates that the retention is permanent.

Final Disposition:

Municipal records, which have met the retention time outlined in the WMRS, have only two dispositions: Destroy or transfer to the Wisconsin Historical Society. Records that are held beyond their retention period but are not destroyed are still subject to all public records laws.

- **Destruction:** Records identified as “waived” in this schedule may be destroyed without notifying the Wisconsin Historical Society. Local units should dispose of all public records in a manner that ensures they are completely destroyed.
 - If records contain confidential information, or “information that can be associated with a particular individual through one or more identifiers or other information or circumstances” (Wis. Stat. § 19.62(5) including, but not limited to names, addresses, social security numbers, and banking information it must be destroyed confidentially. This means that these records must be disposed of in a way that renders them unreadable and unable to be reconstructed. Typically, this can be achieved by cross cut shredding or pulping. Many organizations disposing of confidential information choose to hire a vendor to handle the process.
 - **Note on records older than 75 years:** the waived designation does not apply. Notification should be given on any records 75 years or older regardless if they have been indicated in the schedule as having been waived.
- **Transfer:** Records identified as “notify” must be offered, in writing, to the Wisconsin Historical Society. Per Wis. Stat. § 19.23(2), the Wisconsin Historical Society assumes title control and public records responsibility of all transferred records. Obsolete municipal records may not be transferred to local historical societies or other repositories because the statutes do not specify other institutions can hold title to public records. Only the records creators and the Wisconsin Historical Society are identified in statutes as being official holders of title. Information on transferring records can be found on the [Society's webpage](#) pertaining to proper handling of obsolete records.

- Permanent: Records identified as “permanent” have been identified as containing significant historical information and long term business value. Therefore municipalities are responsible for ensuring the long-term preservation of these records. The Wisconsin Historical Society will, in certain circumstances, accept “permanent” records for transfer if the municipality is unable to maintain these records.

Records that have passed their retention period should not be destroyed if any of the following conditions apply:

- Records are required for financial or performance audits either currently underway or known to be planned.
- Records are subject to a “legal hold” because they may be relevant to an existing, pending, or anticipated legal proceeding.
- A related open records request has been received and not completed, or statutorily required time periods have expired.

V. Confidential Records and Personally Identifiable Information (PII)

Confidential Records:

Some records series may contain confidential or restricted access records. The WMRS identifies any record series containing information required by Wisconsin Statute, administrative rule, or other legal authority to be kept confidential or protected from public access. The confidential column is marked “yes” if ANY records in the series may contain confidential information.

Even when specific confidentiality statutes do not apply, application of substantive common law principles through the balancing test considerations under Wis. Stat. § 19.35(1)(a), may affect disclosure of the record under the public records law.

When an individual or an individual’s representative makes an open records request for records containing personally identifiable information about that individual, there is no balancing test, but the disclosure exceptions under Wis. Stat. §19.35(1)(am), must be considered. Wis. Stat. §19.35(1)(am) exceptions include:

- endangering an individual’s life or safety;
- endangering the security of a prison, including the security of the population or staff;
- identifying a confidential informant; and
- records collected or maintained in connection with complaints, investigations, or other circumstances that may lead to various administrative or court proceedings.

It is strongly recommended that local governments consult with legal counsel when responding to an open records request. Additional resources on open records requests can be found by visiting the Wisconsin Department of Justice, [Office of Open Government’s website](#).

Personally Identifiable Information (PII):

Wisconsin law defines Personally Identifiable Information (PII) as “information that can be associated with a particular individual through one or more identifiers or other information or circumstances” (Wis. Stat. § 19.62(5)). The municipal unit is responsible for evaluating their record series to determine if PII is included. The inclusion of PII does not automatically restrict records, nor does it make them confidential. The confidential column is only marked “yes” in cases where specific statutes restrict access.

VI. Additional Schedules:

Municipal governments should be aware that there are additional schedules that apply to public records. All Wisconsin municipalities have the option of adopting any of the [General Records Schedules](#) that have been approved by the PRB. These schedules may cover additional record series not found in the WMRS. In some cases, the WMRS points to the General Schedules for covering some specific records series (such as personnel records). Information on adopting schedules can be found on the PRB [Counties and Municipalities Resource Webpage](#).

Municipalities should also be aware that there are two separate General Records Schedules for the following:

- [Wisconsin School Districts](#)
- [Wisconsin Public Libraries and Library Systems](#)

In addition, municipalities should check the schedule set by the Public Service Commission of Wisconsin (PSC) for Municipal Utilities. A complete list of records and schedules is located in “[Investigation to Consider Proposed Changes to Records Retention Requirements for Electric, Gas and Water Utilities](#).”

Municipal Court Records are scheduled by [Supreme Court Rule 72](#), which specifies the retention periods for court records and requires municipal courts to give 60 day notice to the Wisconsin Historical Society prior to destroying obsolete records. Furthermore, SCR 72 states that notice is not required for records in which “the historical society has indicated, by blanket waiver, that it has no interest for historical purposes.” The Wisconsin Historical Society has waived the sixty-day notification period for all municipal court records dated 1941 or later. This waiver applies to all municipal courts throughout the state and allows for the disposal of municipal court records without further notification. Municipal Courts are still obligated to maintain the records for the minimum time specified in SCR 72. Please contact the Wisconsin Historical Society if you have any questions regarding Municipal Court Records.

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Administrative Records

Requirements Specific to Administrative Records

The Administrative Records section is organized by the following subsections:

- Administration (general)
- Common Council/Village Board/Town Board
- Emergency Planning
- Human Resources/Personnel
- Legal
- Licenses and Permits
- Municipal Land Ownership
- Municipal Vehicles
- Payroll
- Real Property Titles

This section is intended to provide municipalities with schedules for the most common record series generally grouped under this topic. Municipalities that are in need of schedules for records not covered in this section are encouraged to review and consult the appropriate General Records Schedules listed below:

- [Administrative Records General Schedule](#)
- [Fleet and Aircraft Management Records](#)
- [Human Resources and Related General Schedule](#)
- [Payroll & Related General Schedule](#)

Municipal Court Records are scheduled by [Supreme Court Rule 72](#), which specifies the retention periods for court records and requires municipal courts to give 60 day notice to the Wisconsin Historical Society prior to destroying obsolete records. Furthermore, SCR 72 states that notice is not required for records in which “the historical society has indicated, by blanket waiver, that it has no interest for historical purposes.” The Wisconsin Historical Society has waived the sixty-day notification period for all municipal court records dated 1941 or later. This waiver applies to all municipal courts throughout the state and allows for the disposal of municipal court records without further notification. Municipal Courts are still obligated to maintain the records for the minimum time specified in Supreme Court Rule 72. Please contact the Wisconsin Historical Society if you have any questions regarding Municipal Court Records.

Note: Notification should be given on any records 75 years or older regardless if they are marked waived.

Record Series Title	Series Description	Retention	Confidential	WHS Notification
Administration Records (general)				
Appointment Files	Materials documenting appointments and nominations to boards, task forces, councils, or other bodies. May include applications; cover sheets, letters of recommendation, resumes, and correspondence.	Event+2 years; Event=End of term	No	Notify
Appointment Files (not selected)	Unsuccessful appointments and nominations to boards, task forces, councils, or other bodies.	Event+1 year; Event=Position filled	No	Waive
Committee Records and Minutes (Excluding Common Council and Zoning Board)	Records of committees, boards, councils, and commissions, other than Common Council. Includes meeting minutes, agenda packets, reports, and resolutions. See Common Council section for retention of Common Council Minutes. See schedule for Zoning Board Records in Public Works Section.	Creation+7 years	No	Notify
Complaints (External)	File related to complaints regarding issues not related to a specific program. Complaints are not otherwise regulated by state or federal requirements.	Event+2 years; Event=Complaint resolution, dismissal or end of litigation	No	Waived

Record Series Title	Series Description	Retention	Confidential	WHS Notification
Contracts and Agreements	Any contracts or agreements to which the municipality is a party.	Event+6; Event=End date or cancellation of contract	No	Waive
Correspondence (Senior Level or Elected Official)	Business-related correspondence (paper and electronic) of senior level staff and elected officials.	Event+6 months; Event=Separation from position/end of term Note: Correspondence that relates specifically to a program or project may need to be retained per that particular schedule	No	Notify
Correspondence (General Staff)	Business-related correspondence (paper and electronic) of non-appointed general staff.	Event+1 year; Event=Creation or receipt Note: Correspondence that relates specifically to a program or project may need to be retained per that particular schedule	No	Waive

Record Series Title	Series Description	Retention	Confidential	WHS Notification
Grants	Records relating to grant-funded projects where the agency is the grant recipient or issuer, including the application process, the receipt and expenditure of grant funds, or denial.	Event+4 years; Event=Date of final report or notification of denial	No	Waive
House Number and Address Change File	Provides official control and reference source for city addresses.	Permanent	No	N/A
Internal Policies and Procedures	Established departmental policies and procedures. Note: May also be called administrative practices or directives or executive directives.	Event+7 years; Event=Date the policy/procedure is superseded or made obsolete	No	Waive
Memorandums of Understanding (MOU) & Service Level Agreements (SLA)	Agreements between government units. Sometimes define agreements between a large government unit's separate divisions or bureaus.	Event+4 years; Event=Ending date of the MOU or SLA.	No	Waive
Notice of Removal of Human Corpse	Form for the removal of a human corpse if death occurs in a hospital, nursing home, or under hospice care at any location.	Event+2 months; Event=Date of death	No	Waive

Record Series Title	Series Description	Retention	Confidential	WHS Notification
Oath of Office	Elected or appointed municipal officers may be required to take, and file in writing, an official oath within ten days after receiving notice of election or appointment.	Event+5 years; Event=End of term	No	Waive
Open Records Requests and Responses	Records relating to regular and reformulated, repetitious, systematic or continuing requests by individuals, groups or organizations for access to general information under the provisions of the Wis. Stats. §§ 19.35-19.37.	Event+3 years; Event=Response provided	No	Waive
Organizational Chart	Repository of the official organizational structure of offices.	Event; Event=Superseded	No	Waive
Organizational Planning	Includes division and unit strategic business and operational planning files such as, but not limited to, final plan and significant work papers.	Event+7 years; Event=Completion of plan	No	Notify
Petitions	Petitions submitted to municipalities for improvements or changes to existing municipal services/structures.	Event+7 years; Event=Petition approved or denied	No	Waived

Record Series Title	Series Description	Retention	Confidential	WHS Notification
Press/News Releases	Information about municipality programs and events.	Creation+3 years	No	Notify
Proclamations	Proclamations issued by the mayor, commissioner, or elected executive on behalf of the municipality.	Event+1 year; Event=End of elected representative's final term	No	Notify
Reports (Annual)	Annual reports produced by all departments and programs.	Event+7 years; Event=Date of issue	No	Notify
Reports (Monthly)	Monthly reports of divisions/committees.	Creation+3 years	No	Waive
Subject Files (Senior Level or Elected Official)	Subject files (paper and electronic) of senior level staff such as department heads and elected officials.	Event+6 months; Event=Separation from position/end of term	No	Notify

Record Series Title	Series Description	Retention	Confidential	WHS Notification
Common Council/Village Board/Town Board				
Affidavits of Publication	Records providing proof of publication for legal notices as required by law. (Note: See Wis. Stat. § 985.12 for more information on proof of publication).	Event+7 years; Event=Date of publication	No	Waive
Audio Tapes	Recordings of meetings used to produce minutes. Authority provided by Wis. Stat. § 19.21(7).	Event+90 days; Event=Date the minutes have been approved and published	No	Waive
Minutes (Common Council)	Official minutes of the Common Council/Village Board/Town Board.	Permanent	No	N/A
Ordinances	Official ordinances and any ordinance books kept by municipalities.	Permanent	No	N/A
Resolutions	Official records pertaining to resolutions passed by municipalities.	Permanent	No	N/A

Record Series Title	Series Description	Retention	Confidential	WHS Notification
Emergency Planning¹				
Continuity of Government Operational Plan and Documentation	Agency official plan and documentation of the Continuity of Operations Plan/Continuity of government plan.	Event; Event=superseded by revised plan	No	Waive
Critical Incident Management Plans	Critical incident management plans, local site security plans, local emergency action plans, life safety, and other similar documents.	Event+3 years; Event=superseded by revised plan	No	Waive
Disaster Recovery Records	Records created during the disaster recovery process.	Event+3 years; Event=Date recovery effort is complete ²	No	Waive
Human Resources/Personnel				
Grievance Case File	Records of grievances filed by employees.	Event+7 years; Event=Date grievance is closed	Yes ³	Waive

¹ No specific statutes restrict the records in this series. However, the balancing test per Wis. Stat. § 19.35(1)(a) should be applied prior to release.

² Note: When Federal Grant money is involved, the retention is 3 years from the date of the final Financial Services Report.

³ No specific statutes restrict this type of record. However, the balancing test per Wis. Stat. § 19.35(1)(a) should be applied prior to releasing this type of record. Personnel files may contain patient health records which may be protected by Wis. Stat. § 146.82 and/or the Health Insurance Portability and Accountability Act (HIPAA).

Record Series Title	Series Description	Retention	Confidential	WHS Notification
Personnel Files	Documents employee personnel actions during the employment of the employee. Applies to ALL employees.	Event+7 years; Event=End of employment/service	No ⁴	Waive
Legal				
Attorney Opinions	Municipal attorney opinions given to answer specific questions regarding the interpretation and application of statutes and ordinances, or other legal matters.	Permanent	No ⁵	N/A
Case Files	Files include, but are not limited to, pleadings and legal arguments, evidence, research, orders, legal summons and subpoenas issued. ⁶	Event+7 years; Event=Close of case	No ⁷	Notify on historically significant cases only ⁸

⁴ No specific statutes restrict this type of record. However, the balancing test per Wis. Stat. § 19.35(1)(a) should be applied prior to releasing this type of record. Personnel files may contain patient health records which may be protected by Wis. Stat. § 146.82 and/or the Health Insurance Portability and Accountability Act (HIPAA).

⁵ Records may contain material protected by Attorney-Client Privilege Wis. Stat. § 905.03.

⁶ Records may contain the client file with information pertaining to expenses, attorney notes, medical records, government agency filings, discovery such as requests for production of documents, deposition transcripts, and evidence.

⁷ Records may contain material protected by Attorney-Client Privilege Wis. Stat. § 905.03.

⁸ Historically significant case files include those that have established legal precedents; cases that received widespread attention from the public and news media; and cases recognized for their uniqueness. Examples of such cases include, but are not limited to, major civil rights cases, major labor relations cases, major environmental cases, cases dealing tribal governments and treaty rights, major cases with constitutional implications, and cases related to major prosecutions of public officials.

Record Series Title	Series Description	Retention	Confidential	WHS Notification
Licenses and Permits				
License Applications	Includes license applications (approved and unapproved) and license stubs. Includes all non-alcohol related licenses including, but not limited to, non-intoxicating beverages, soda water beverages, food handling and sales, mobile home park licenses, restaurant, retail dairy products, pet, and animals. Also includes permits for the excavation of streets by private utility companies.	Creation+3 years	No	Waived
Liquor and Beer Licenses	Includes license applications (approved and unapproved) and license stubs. Authority provided by Wis. Stat. § 125.04(3)(i).	Creation+4 years	No	Waived
Permits	Permits for public space usage. Includes, but not limited to, burning, street usage, and parking permits. NOTE: See Public Works Section for retention of building permits.	Creation+5 years	No	Waived
Permits (septic tanks)	Permit for a septic tank. The permit records the location and ownership of the tank.	Permanent	No	N/A

Record Series Title	Series Description	Retention	Confidential	WHS Notification
Municipal Land Ownership				
Land Titles, Conveyances and Easements	Documentation for municipal owned land. Also includes any legal rights granted to others that relate to municipal owned land.	Permanent	No	N/A
Sales of Facilities and/or Land (Case Files)	Includes appraisals and related valuations. Projects where a municipality plans or actually sells either facilities and/or land assets.	Event+6 years; Event=date of the completion of the transaction	No	Waived
Municipal Vehicles				
Motor Vehicle Control and Assignment Records	Documentation of agency motor vehicle assignments to employees. Includes completed documentation on reservations for pool cars, individual trips, driver profiles, check-in and checkout logs.	Event+1 year; Event=date the vehicle is disposed	No	Waived
Motor Vehicle and Heavy Equipment Maintenance Records	Records documenting service and repair orders to motor vehicles. These records normally include maintenance orders, logs, fiscal documents, such as requisitions or purchase orders for parts or services, vehicle warranties, operation and repair manuals and parts lists.	Event+1 year; Event=date the vehicle is disposed	No	Waived

Record Series Title	Series Description	Retention	Confidential	WHS Notification
Vehicle Use Agreements	Agreements between individuals and municipalities required before driving a municipal owned vehicle.	Event+1 year; Event=termination of agreement or employment	No	Waived
Vehicle Inspection Reports	Inspections of municipal vehicles.	Event+1 years; Event=date the vehicle is disposed	No	Waive
Payroll⁹				
Employee Payroll & Benefit File	Includes various documents that are maintained throughout the employee's term of employment.	Event+7 years; Event=Employee retirement, transfer or termination	No	Waived
Monthly and Quarterly Payroll Reports	Includes, but is not limited to, quarterly report of federal income tax withheld; quarterly report, payroll summary; state's quarterly report of wages paid, and monthly memorandum report.	Event+5 years; Event=Report Issued (provided record has been audited)	No	Waived

⁹ No specific statutes restrict this record series. However, the balancing test per Wis. Stat. § 19.35(1)(a) should be applied prior to releasing this type of information.

Record Series Title	Series Description	Retention	Confidential	WHS Notification
Payrolls and Payroll Registers	Payroll listings showing gross and net pay, as well as deductions for state employees. Referred to on questions of back pay and income taxes.	Creation+4 years	No	Waived
Real Property Titles				
Title Documentation	Records documenting the title of land owned by the municipality including the abstract and certificate of title, opinions of title, and title insurance policies.	Permanent	No	N/A

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Cemetery Records

Requirements Specific to Cemetery Records

Municipalities and towns are required to assume ownership of abandoned private cemeteries. Cemeteries are considered abandoned if the cemetery association or other organization that once cared for the cemetery no longer exists and no legal owner can be found (Wis. Stat. § 157.115(1)).

- The municipality or town must care for the cemetery to the same standards as other municipal or town cemeteries.
- Six or more residents of your town or municipality may petition the circuit court to require that the town or municipality assume ownership or move any graves to another location.

Note: Notification should be given on any records 75 years or older regardless if they are marked waived.

Record Series Title	Series Description	Retention and Disposition	Confidential	WHS Notification
Annual Report and Documentation	Includes the annual report to the cemetery board and the records needed to prepare the report. Authority provided by Wis. Stat. § 157.62(4).	Permanent	No	N/A
Care Funds	An accounting of amounts deposited in, amounts withdrawn from, other income accruing to, and the balance at the end of the reporting period of care funds of the cemetery, including the funds in Wis. Stat. § 157.11(9g)(a), Wis. Stat. § 157.12(3), and Wis. Stat. § 157.125. Including records that show, for each deposit, the name of the purchaser or beneficiary of the contract relating to the deposit and the item purchased. Authority provided by Wis. Stat. § 157.62(4).	Permanent	Yes Confidential per Wis. Stat. § 157.62(2)(c)	N/A

Record Series Title	Series Description	Retention and Disposition	Confidential	WHS Notification
Contract for Sale	Copy of each contract for the sale of a cemetery lot, mausoleum space, or cemetery merchandise. Authority provided by Wis. Stat. § 157.62(4).	Event=3 years; Event=After all of the obligations of the contract have been fulfilled	No	Waive
Grave Registration Records	Records that describe who is buried, the date of death, interment and location of the remains.	Permanent	No	N/A
Preneed Trust Funds	An accounting of amounts deposited in, amounts withdrawn from, income accruing to, and the balance at the close of the reporting period of any preneed trust funds of the cemetery. Including records that show, for each deposit, the name of the purchaser or beneficiary of the contract relating to the deposit and the item purchased. Authority provided by Wis. Stat. § 157.62(4).	Event+15 years; Event=Date of the deposit or withdrawal	Yes Confidential per Wis. Stat. § 157.62(2)(c)	Waive
Reburial of Human Remains	Includes records confirming an attempt to notify individuals specified in Wis. Stat. 157.112(3)(b)1.-4. when none of the individuals specified are available. Authority provided by Wis. Stat. § 157.112(3m).	Permanent	No	N/A

Record Series Title	Series Description	Retention and Disposition	Confidential	WHS Notification
Report for Final Disposition	Report for final disposition completed by the funeral director or other person preparing the body for burial or other final disposition. The reports are filed with the local register, but may also be filed with the cemetery to serve as a record of interment. Authority provided by Wis. Stat. § 135.06(1)(a)(1).	Permanent	No	N/A

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Community Development/Public Services

Requirements Specific to Community Development/Public Services

The Community Development/Public Services section is organized by the following subsections:

- Housing Program
- Outreach
- Parks
- Public Transportation
- Sanitation

This section is intended to provide municipalities with schedules for the most common record series generally grouped under this topic. Municipalities that are in need of schedules for records not covered in this section are encouraged to review the [County General Schedule](#) for reference on scheduling similar records. The County General Schedule cannot be adopted by municipalities for use, but the schedules can be used for creating record schedules through municipal ordinances.

Municipalities that have records pertaining to Public Health should use the County General Schedule to create ordinances to schedule those records.

The retention of public transportation surveillance recordings is covered by the schedule for [surveillance recordings](#) listed under the subsection Maintenance and Operations in the Public Works section.

Note: Notification should be given on any records 75 years or older regardless if they are marked waived.

Record Series Title	Series Description	Retention and Disposition	Confidential	Waive/Notify
Housing Program				
Program Files	Correspondence, breakdown of projects, HUD regulations, and supporting files.	Event+7 years; Event=Audit	No	Notify
Outreach				
Public Program Files	Outreach programs for municipality sponsored programs.	Event+7 years; Event=Superseded or end of program, whichever is first	No	Notify
Parks				
Park Master Plan	Master plans for parks and park systems. May include maps, drawings, photographs, and reports.	Superseded	No	Notify
Program Files	Records relating to programs, events, and activities.	Creation+3 years	No	Waived

Record Series Title	Series Description	Retention and Disposition	Confidential	Waive/Notify
Reservation Requests, Rental Agreements, Use Permits, and Contracts	Permits, agreements, and contracts for the use of parks, shelters, and facilities.	Event+3 years; Event=Date of reservation	No	Waived
Supervisors Daily Report of Work Completed	Summarizes progress made on a particular job, noting the time required, employees assigned and vehicles used.	Creation+2 years	No	Waived
Public Transportation				
Accessible Boarding Reports	Reports documenting the accessibility of vehicles.	Creation+5 years	No	Waive
Americans with Disabilities Act (ADA) Customer Eligibility Files	Files determining the eligibility of customers for ADA transit programs.	Event+6 years; Event=Termination of service or participation by customer	Yes Patient health information may be protected by Wis. Stat. § 146.82	Waive
Bus Route Schedules and Timetables	Documentation of transit schedules, timetables, routes, and route history.	Event+3 years; Event=Superseded	No	Waive

Record Series Title	Series Description	Retention and Disposition	Confidential	Waive/Notify
Dispatch Files	Boarding and alighting, extra board weekly projections and assignments, daily work schedules, and bid mark-ups.	Creation+7 years	No	Waive
Fare Information Files	Research, background, studies, and other materials used to determine fares.	Creation+7 years	No	Waive
Operation Reports	Daily, weekly, or other periodic reports summarizing transit system operations and ridership and lost and found reports.	Creation+3 years	No	Waive
Operator Assignment Records	Documentation of assignment of individual operators to routes and shifts.	Creation+3 years	No	Waive
Sanitation				
Composting Regulations	Documents pertaining to the disposal of yard waste.	Event+7 years; Event=superseded	No	Waive

Record Series Title	Series Description	Retention and Disposition	Confidential	Waive/Notify
Curbside Recycling Program	Documentation of the curbside recycling program including policies, procedures, and administration of the program.	Event+7 years; Event=superseded	No	Waive
Drop Off Site/Recycling Yard Waste	Site operation files and records.	Creation+7 years	No	Waive
Household Hazardous Waste Collection Center	Records related to the collection and disposal of paints, corrosives, flammables, toxics, used motor oil, and car/truck batteries.	Creation+30 years	No	Waive
Landfill/Garbage Dump Sites	Location of any fill, records of materials deposited, cover materials used, reports of leachate and methane leakage and treatment, source of fill materials, (household, commercial) source of cover materials, and inspection reports.	Permanent	No	N/A

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Election Records

Requirements Specific to Election Records

Additional information regarding election records is available through the Wisconsin Election Commission. Municipalities are encouraged to review the [Election Administration Manual](#) available on the Wisconsin Elections Commission Website for more in-depth information about managing election related records. Retention times in this section that are not specifically stated in Wisconsin Statutes are taken from the *Election Administration Manual*.

- Federal Election records must be maintained for 22 months as specified in Wis. Stat. § 7.23(1)(f).
- Recounts or Pending Litigation are subject to a longer retention pending litigation or recounts as specified in Wis. Stat. § 7.23(2).
- All other material not described below are identified by Wis. Stat. § 7.23(1)(k) as having a retention period of 90 days after the election.

Note: Notification should be given on any records 75 years or older regardless if they are marked waived.

Record Series Title	Series Description	Retention and Disposition	Confidential	WHS Notification
Ballots and Equipment				
Applications for Absentee Ballots (Federal Elections)	Includes copies of proof of identification when submitted with application. Authority provided by Wis. Stat. § 7.23(1)(f).	Event+22 months; Event=Election ¹⁰	No	Waived

¹⁰ All materials and documentation associated with a federal election must be retained at least 22 months after the election. Federal elections include those for the office of President of the U.S., U.S. Senator, and U.S. House of Representatives (Wis. Stat. § 7.23(1)(f)).

Record Series Title	Series Description	Retention and Disposition	Confidential	WHS Notification
Applications for Absentee Ballots (State, County, Local Elections)	Includes copies of proof of identification when submitted with application. Authority provided by Wis. Stat. § 7.23(1)(k).	Event+90 days; Event=Election	No	Waived
Ballots (Federal Elections)	Federal election ballots. Authority provided by Wis. Stat. § 7.23(1)(f).	Event+22 months; Event=Election	No	Waived
Ballots (State, County, Local Elections)	State, county, local offices. Authority provided by Wis. Stat. § 7.23(1)(h).	Event+30 days; Event=Election	No	Waived
Ballots (Unused and related Materials)	Only applies to unused ballots and materials. Authority provided by Wis. Stat. § 7.23(1)(a).	Event+3 business days; Event=Completion of all election canvasses ¹¹	No	Waived

¹¹ Materials must be retained in event a petition for recount has been filed.

Record Series Title	Series Description	Retention and Disposition	Confidential	WHS Notification
Detachable Recording Units	Data storage devices used in electronic voting equipment. Authority provided by Wis. Stat. § 7.23(1)(g).	Event+21 days; Event=Election ¹²	No	Waived
Detachable Recording Units (Primary Elections)	Data storage devices used in electronic voting equipment. Authority provided by Wis. Stat. § 7.23(1)(g).	Event+14 days; Event=Election ¹³	No	Waived
Campaign				
Campaign Finance Reports	Financial disclosure reports filed by candidates during election campaigns. Authority provided by Wis. Stat. § 7.23(1)(d).	Event+6 years; Event=date of receipt	No	Waived

¹² Before clearing or erasing the units or compartments, a municipal clerk shall transfer the data contained in the units or compartments to a disk or other recording medium which may be erased or destroyed 22 months after the election to which the data relates. The requirement to transfer data does not apply to units or compartments for use with tabulating equipment for an electronic voting system that was approved for use prior to January 1, 2009, and that is not used in a federal election.

¹³ Before clearing or erasing the units or compartments, a municipal clerk shall transfer the data contained in the units or compartments to a disk or other recording medium which may be erased or destroyed 22 months after the election to which the data relates. The requirement to transfer data does not apply to units or compartments for use with tabulating equipment for an electronic voting system that was approved for use prior to January 1, 2009, and that is not used in a federal election.

Record Series Title	Series Description	Retention and Disposition	Confidential	WHS Notification
Campaign Registration Statements	Statements filed by candidates for public office. Includes Notification of Non-candidacy for reelection forms. Authority provided by Wis. Stat. § 7.23(1)(d).	Event+6 years; Event=termination issued by the registrant	No	Waived
Reports and Lists				
Official Canvassers Statements	Prepared statement showing the results of each election. Authority provided by Wis. Stat. § 7.23(1)(i).	Event+10 years; Event=election	No	Waived
Election Notices	Includes proofs of publication and correspondence filed in connection with such notices. Authority provided by Wis. Stat. § 7.23(1)(j).	Event+1 year; Event=Election	No	Waived
Election Notices (Federal Elections)	Includes proofs of publication and correspondence filed in connection with such notices. Authority provided by Wis. Stat. § 7.23(1)(j).	Event=22 months; Event=Election	No	Waived
Election Voting and Registration Statistics Reports	Reports filed by municipal clerks on registration, voting, and absentee voting. Authority provided by Wis. Stat. §§ 6.275-6.276.	Event+22 months; Event=Election	No	Waived

Record Series Title	Series Description	Retention and Disposition	Confidential	WHS Notification
Ineligible Elector Registrations	Elector registrations deemed ineligible for voting. Status and reasons for ineligibility should be noted. Authority provided by Wis. Stat. § 7.23(1)(c).	Event+4 years; Event=When deemed ineligible	No	Waived
Poll (Voter) Lists	List compiled by election officials on election day showing the names and addresses of electors who actually cast votes in an election defined in Wis. Stat. § 5.02(14). Authority provided by Wis. Stat. § 7.23(1)(e).	Event+22 months; Event=Election	No	Waived

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Finance Records

Requirements Specific to Finance Records

The Finance section is organized by the following subsections:

- Budget
- Fiscal
- Purchasing

Municipalities are encouraged to adopt the following general schedules in instances where this schedule does not adequately provide coverage for all types of records that could be created:

- [Budget & Related General Records Schedule](#)
- [Fiscal & Accounting Related Records General Schedule](#)
- [Purchasing & Procurement General Schedule](#)

Note: Records in this series may contain confidential or restricted information. Even when specific confidentiality statutes do not apply, application of substantive common law principles through the balancing test considerations under Wis. Stat. § 19.35(1)(a), may affect disclosure of the record under the public records law. Please consult [Section V: Confidential Records and Personally Identifiable Information \(PII\)](#) of the Introduction for more information on this topic.

Note: Notification should be given on any records 75 years or older regardless if they are marked waived.

Record Series Title	Series Description	Retention and Disposition	Confidential	WHS Notification
Budget				
Approved Annual Operating Budget	Records related to establishing the base level agency annual operating budget each fiscal year.	Fiscal+6 years	No	Waived

Record Series Title	Series Description	Retention and Disposition	Confidential	WHS Notification
Audit Reports	Reports that evaluate the financial holdings of the municipality.	Event+3 years; Event=Final report issued	No	Waived
Budget Documents/ Development	Records include final budget requests (forms or their equivalents), justifications/analysis, policy papers, related correspondence, and requests for information.	Fiscal+6 years	No	Waived
Final Budget Submittal	The final budget document for the municipality.	Fiscal+6 years	No	Waived
Municipal Borrowing				
Bond Records	All records associated with municipal bonds. Also includes the bond register, bond payment register, and any certificates of destruction when the bond agent has been authorized to destroy cancelled bonds, coupons, and promissory notes.	Event+7 years; Event=Bond issue expires or following payment of all outstanding matured bonds/notes/coupons, whichever is later	No	Waived

Record Series Title	Series Description	Retention and Disposition	Confidential	WHS Notification
Payments and Receipts				
Bank Statements/ Reconciliations	Statements received from institutions holding the municipality's funds.	Creation+7 years	No	Waived
Cashbook	Overall record accounting for receipts and disbursements, usually for fiscal or calendar year.	Event+7 years; Event=Audit	No	Waived
Collection & Disbursement Reports	Reports showing the amounts collected, amounts retained by county/local government, and portion sent to state.	Event+3 years; Event=Transaction date	No	Waived
Credit Card Receipts or Information Received from Sales	Credit card receipts and related documentation associated with credit card transactions.	Event+3 years; Event=Transaction date	No	Waived
Financial support records	Records used in reconciling bank statements and verifying expenditures. Includes, but not limited to, credit/debit notices, cash reconciliations, and deposit stubs.	Event+1 year; Event=Audit	No	Waived

Record Series Title	Series Description	Retention and Disposition	Confidential	WHS Notification
Issued Checks	Checks issued by the municipality that are outstanding or have been cleared by the bank.	Creation+7 years	No	Waived
Purchasing				
Contract and Request for Bid /Proposal File	Records pertaining to the procurement of all commodities and services which may require a contract. This includes both successful and unsuccessful bids.	Event+6 years; Event=End date of resulting contract or cancellation date of contract or bid/proposal	Yes ¹⁴ Some information may qualify for Trade Secret protection per Wis. Stat. § 19.36(5).	Waived
Vendor Performance Files	Documentation of vendors and contractors who fail to meet the terms and specifications of purchasing contracts.	Event+6 years; Event=End of contract	No	Waived

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¹⁴ Some information may qualify for other legal protection such as copyright, patent, trademark or licensing. It is possible some vendors may identify information as confidential that is not actually protected by law.

Public Works

Requirements Specific to Public Works

Records in the Public Works section are arranged under the following subsections:

- Building Inspection
- Engineering
- Maintenance and Operations
- Planning and Zoning
- Utilities

The Public Works section is intended to provide municipalities with schedules for the most common record series generally grouped under this topic. Municipalities that are in need of schedules for records not covered in this section are encouraged to review and consult the appropriate General Records Schedules listed below:

- [Facilities Management and Related Records](#)

Wis. Stat. § 19.21(4)(b) defines the minimum retention cities, villages, and towns may set for water stubs, receipts of current billing, and customer's ledgers of any municipal utility as 2 years. In addition, municipalities should check the schedule set by the Public Service Commission of Wisconsin (PSC) for Municipal Utilities. A complete list of records and schedules is located in ["Investigation to Consider Proposed Changes to Records Retention Requirements for Electric, Gas and Water Utilities."](#)

Schedules specific to Police/First Responder records are not included in the WMRS. Consult the County General Schedule for records schedules for similar records which can be used as a basis for the creation of schedules and/or ordinances.

Surveillance recording schedule applies to municipally operated security footage for public buildings, street cameras, and public transportation. The schedule **does not apply** to footage recorded by police body cameras, patrol dashboard cameras, or any similar police recording device.

Municipalities should have adequate and clear procedures in place that explain the proper handling and destruction of surveillance recordings. Clear communication with appropriate municipal personnel will help to ensure that the record is not destroyed prematurely and public requests and/or any legal or program needs are met in a timely manner.

Note: Notification should be given on any records 75 years or older regardless if they are marked waived.

Record Series Title	Series Description	Retention and Disposition	Confidential	WHS Notification
Building Inspections				
Building Inspection Records	Summary of inspection history of a particular property. Records include original building permit, site plans, certificate of occupancy, conditional use documents, comprehensive design reviews, and violations for both residential and commercial structures. Also includes inspection of plumbing, electrical, ventilation, heating, and air conditioning.	Event+1 year; Event=Life of building	No	Waived
Building Plan Review and Inspection	Conditionally approved building plans, calculations, and correspondence. Authority provided by Wis. Admin. Code § SPS 361.60(5)(f)1.b. Note: applies to certified municipalities only (see Wis. Admin. Code § SPS 361.60(2)). ¹⁵	Event+4 years; Event=Construction completed	No	Waived

¹⁵ Note: Refer to Wis. Admin. Code § SPS 361.60(5) for detailed information on the specific types of buildings that first class, second class, and other municipalities are authorized by the Department of Safety and Professional Services to review. Prior to applying this schedule, the Municipality must review and take the steps outlined in Wis. Admin. Code § SPS 361.60.

Record Series Title	Series Description	Retention and Disposition	Confidential	WHS Notification
Building Plans: Residential 1 and 2 Family Dwellings	Includes architectural, design specs, structural and utility plans submitted for inspection review. Authority provided by Wis. Admin. Code § SPS 320.10(6)(a)2.	Event+4 years; Event=Construction completed	No	Waived
Building Inspection: Residential 1 and 2 Family Dwellings	Applications forms, correction orders, correspondence and inspection records. Authority provided by Wis. Admin. Code § SPS 320.10(6)(a)3.	Event+ 7 years; Event=Construction completed	No	Waived
Code Compliance Inspection Reports	Reports completed during field investigations to determine if buildings and system installations comply with the specifications of appropriate codes.	Permanent	No	N/A
Engineering				
Airport Improvement Petition File	Material submitted to the Department of Transportation when a municipality wants to make an improvement to the airport. Records may include public hearing records, briefs, reports and recommendations, and correspondence.	Event+7; Event=p petition submitted to DOT	No	Waived
Airport Master Plan	The Airport Master Plan provides information about the condition of the airport and projects development for the next 20 years.	Event+20 years; Event=new plan issued	No	Notify

Record Series Title	Series Description	Retention and Disposition	Confidential	WHS Notification
Municipal Construction Projects: Final As-Built Plans	Final as-built plans and original drawings for public buildings, streets, sewers, sidewalks, etc.	Event; Event=Life of structure	No	Waive
Municipal Construction Projects: Final As-Built Plans (Historically Significant)	Use for historically significant projects. (Typically large-scale projects. May include construction of a major municipal facility, as well as projects involving facilities significant to the State of WI or United States history; buildings on the State or National Register of Historic	Event: Event=Life of structure	No	Notify
Environmental Assessment & Impact Statements	Official copies of environmental assessments, impact statements and related documentation related to municipal construction projects. ¹⁶	Event+6 years; Event=Termination of municipal ownership of the land	No	Notify
Maps: Construction and Topographical	May include maps covering environmental impact/changes, development of specific areas, and the impact on public infrastructure (utilities, roads, sidewalks).	Permanent	No	N/A

¹⁶ May include: environmental assessment reports and drafts, environmental impact statements (draft and final), legal notices, comments from the public, DNR and others, related correspondence and supporting materials.

Record Series Title	Series Description	Retention and Disposition	Confidential	WHS Notification
Municipal Project Records	All documents pertaining to a project including, design and construction contracts, proposed and approved amendments to all contracts, bidding plans and specifications, details on materials used on each project, and all other related project materials. Use for buildings, streets, sewers, sidewalks, etc.	Event+10 years; Event=Date project is completed	No	Waived
Municipal Project Records (Historically Significant)	Use for historically significant projects. (Projects are typically large-scale and may include new construction of a major municipal facility, as well as projects involving facilities significant to the State of WI or United States history; buildings on the State or National Register of Historic Places.)	Event; Event=Life of structure	No	Notify
Maintenance and Operations				
American with Disabilities Act (ADA) Facility Reviews	Records cover ADA inspections, investigations, complaint investigations, facility logs and reports regarding ADA compliance relating to facilities and structures.	Event+6 years; Event=Close of review or audit	No	Waived
Asbestos and Hazardous Material and Environmental Remediation Case File	Project files on asbestos abatement and hazardous materials and environmental remediation projects at state owned buildings. ¹⁷	Event+30 years; Event=Completion of the project	Yes ¹⁸	Waived

¹⁷ OSHA 29CFR 1926.1101 governs asbestos abatement projects. The records include medical surveillance records for certain people who wear protective equipment performing asbestos abatement work.

¹⁸ Patient health care records in this series are confidential per Wis. Stat. § 146.82.

Record Series Title	Series Description	Retention and Disposition	Confidential	WHS Notification
Building Maintenance: Equipment Repair and Service Records	Documents the installation, maintenance, service and history of equipment commonly used to maintain facilities.	Event+1 month; Event=Removal and disposal of equipment	No	Waived
Building Lease Files	Files on leased facilities.	Event+7 years; Event=End of lease	No	Waived
Maps	Series may document road locations or surfaces, zoning information, parks, flood plains, soils, or parcel boundaries. This record series may also include indexes to maps. ¹⁹	Permanent	No	N/A
Physical Plant Monitoring and Inspection Reports	Records documenting the operation of all facets of facilities: VAC; plumbing, mechanical, electrical, structural as well as special monitoring of building components.	Creation+6 years	No	Waived

¹⁹ Copies of maps that are retained by local government offices after originals have been sent to other government units for retention may be destroyed 90 days after they have been transferred. An example of this are copies of certified survey maps created by local units and then sent to the county register of deeds office for retention under Wis. Stat. § 236.34(2).

Record Series Title	Series Description	Retention and Disposition	Confidential	WHS Notification
Profile and Grade Books	Documentation of landscape and features.	Permanent	No	N/A
State Highway Aids Program Records	Records of state aid pertaining to road maintenance.	Creation+7 years	No	Waived
Street and Sidewalk Operations File	Documentation of the performance of tasks related to street and sidewalk maintenance. This may include solid waste management, street cleaning, repairs, snow removal, and garbage collection.	Creation+7 years	No	Waived
Surveillance Recordings	Monitoring and surveillance recordings for public buildings, street cameras, and public transportation. ²⁰	Event+120 days ²¹ Event=Date of recording (Note: Recordings may be subject to longer retention. See footnote for more information.) ²²	No	Waive

²⁰ The schedule does not apply to footage recorded by police body cameras, patrol dashboard cameras, or any similar police recording device.

²¹ 120 days is the time within which a claim may be filed against a governmental body as defined in Wis. Stats. § 893.80.

²² Surveillance recordings that are required for any legal or programming purpose (such as open records requests, claims, case file, or litigation holds) must be retained in accordance with any applicable records schedules and/or have completed their legal or programming requirements.

Record Series Title	Series Description	Retention and Disposition	Confidential	WHS Notification
Planning and Zoning				
Aerial Photographs	Aerial photographs used for planning and map creation.	Event; Event=Superseded	No	Notify
Annexation Records	Incorporation records such as petitions, hearing testimony and exhibits, court orders, notices, resolutions, and related correspondence. ²³	Permanent	No	N/A
Comprehensive Growth and Development Plan	Provides general goals, objectives, policies and implementation recommendations to guide the future growth and development of the city.	Event+14 years; Event=Superseded by new plan	No	Notify
Conditional Use Permits	Applications and related documents for a conditional use permit. Applications include site plan, appicate statement, and evidence evidence/documentation. This series may also include public hearing notice, reports, public hearing documentation, and decision.	Event+7 years; Event=termination of conditional use permit	No	Waived

²³ Records cover proposed incorporations of town areas into cities and villages pursuant to Wis. Stat. § 66.0201 - § 66.0209, and municipal consolidations of towns with cities and villages pursuant to Wis. Stat. § 66.0229.

Record Series Title	Series Description	Retention and Disposition	Confidential	WHS Notification
Easements	Grants of easement to the municipality.	Permanent	No	N/A
Final Plats	A map showing the divisions of a piece of land, this series includes vacation or alterations of plats, annexation plats, and final subdivision plats.	Permanent	No	N/A
Preliminary Plats	Created during the development of subdivisions.	Event; Event=Superseded by final plat	No	Waived
Property Survey Records	Includes field notes, benchmark books, and section corner monument logs.	Permanent	No	N/A
Zoning Appeals, Approved	Material submitted to appeal a zoning decision. May include maps, rezoning application, written local description of the proposed zoning boundaries, and drawings of the boundaries. Also includes public hearing records.	Permanent	No	N/A

Record Series Title	Series Description	Retention and Disposition	Confidential	WHS Notification
Zoning Appeals, Unapproved	Material submitted to appeal a zoning decision. May include maps, rezoning application, written local description of the proposed zoning boundaries, and drawings of the boundaries. Also includes public hearing records.	Event+7 years; Event=Final appeal is closed	No	Notify
Zoning Board and Zoning Board of Appeals Meeting Material	Agendas, minutes, reports, plans, and other material submitted to the Zoning Board, and/or Zoning Board of Appeals.	Permanent	No	N/A
Zoning Ordinance	The text of the zoning ordinance spells out uniform rules that apply to each zoning district including: uses of the land (permitted, conditional and prohibited uses), dimensional standards (lot size, frontage, setbacks, building height, bulk, floor area), and the density of development. Authority provided by Wis. Stat. § 60.61.	Permanent	No	N/A
Zoning, Rezoning Files	May include, but is not limited to, maps, rezoning application, written local description of the proposed zoning boundaries, and drawings of the boundaries. Also includes public hearing records.	Permanent	No	N/A
Zoning Variance Files	Records related to area and use variances. Documentation submitted by landowners to secure a variance to the zoning ordinance.	Permanent	No	N/A

Record Series Title	Series Description	Retention and Disposition	Confidential	WHS Notification
Utilities ²⁴				
Abandoned Mains and Services As-Built	Records may include final designs and location maps. Includes plans of private sewer and water systems.	Permanent	No	N/A
Excavation Plans of Private Utilities	Plans submitted by utilities needing to excavate to develop, expand, or repair utility lines.	Permanent	No	N/A
Inspections	Records documenting the inspection of water and sewer lines.	Permanent	No	N/A
Sewer Inspection Records	Indicates problems such as cracked or broken pipes, improper alignment, or loose lateral connections.	Event; Event=Superseded	No	Waived

²⁴ Wis. Stat. § 19.21(4)(b) defines the minimum retention cities, villages, and towns may set for water stubs, receipts of current billing, and customer's ledgers of any municipal utility is 2 years. Local governments should also consult the schedule set by the PSC for Municipal Utilities. A complete list of records and schedules is located in "Investigation to Consider Proposed Changes to Records Retention Requirements for Electric, Gas and Water Utilities."

Record Series Title	Series Description	Retention and Disposition	Confidential	WHS Notification
Water and Sewer Main Break Records	A record documenting the history of breaks in water and sewer main lines.	Permanent	No	N/A
Water, Storm, and Sanitary Sewer Main Maps	Maps providing the location of water, storm, and sanitary sewer mains. Also provides information about the depth, slope, size and composition of these features.	Permanent	No	N/A

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Revenue Records

Requirements Specific to Revenue Records

Records in the Revenue section are arranged under the following subsections:

- Assessment
- Board of Review
- Special Assessment
- Tax Calculation and Collection

The Revenue section is intended to provide municipalities with schedules for the most common record series generally grouped under this topic. Municipalities that are in need of schedules for records not covered in this section are encouraged to review the [County General Schedule](#) for reference on scheduling similar records. The County General Schedule cannot be adopted by municipalities for use, but the schedules can be used for creating record schedules through municipal ordinances.

Final real property assessment rolls have a retention period of 15 years and may be destroyed after that time has lapsed. However, Wis. Stat. § 19.21(4)(a) states that no assessment roll containing forest crop acreage may be destroyed without the prior approval of the secretary of the Department of Revenue. Municipalities should assume that assessment rolls from rural areas include forest crop acreage and that this provision applies to their assessment rolls. Municipalities should contact the Wisconsin Department of Revenue, Local Government Services Bureau for more information. This step is in ADDITION TO notifying the Wisconsin Historical Society of the upcoming record destruction.

Note: Notification should be given on any records 75 years or older regardless if they are marked waived.

Record Series Title	Series Description	Retention and Disposition	Confidential	WHS Notification
Assessment				
Assessor' Final Reports	Documents yearly changes to master property record and personal property returns. Final report is filed with DOR.	Event+5 years; Event=Final report filed with DOR	No	Waive
Cadastral Maps	Includes any plats, assessor's plats, certified surveys, or aerial photographs used in determining taxable boundaries.	Permanent	No	N/A
Final Assessment Rolls	Both real and personal property rolls.	Creation+15 years (Provided no Forest Crop Acreage is recorded) ²⁵	No	Notify
Master Property Records	Details the appraisal of real property, based on the field inspections of the assessor.	Event+5 years; Event=Life of structure	No	Notify

²⁵ Wis. Stat. § 19.21(4)(a) states that no assessment roll that contains forest crop acreage may be destroyed without the prior approval of the secretary of revenue. Notification to the Wisconsin Historical Society is still required before approved assessment rolls can be destroyed.

Record Series Title	Series Description	Retention and Disposition	Confidential	WHS Notification
Notice of Increased Assessment	Notices sent to property owners informing them of increases on assessment.	Creation+7 years	No	Waive
Taxation Exemption Reports	Reports filed by individuals who own property exempt from personal property tax under Wis. Stat. § 70.11. The reports are submitted to the clerk of the taxation district. Authority provided by Wis. Stat. § 70.339.	Creation+10 years	No	Waive
Personal Property Statements	Statements filed with local assessor declaring taxable personal property.	Creation+5 years	Yes Confidential per Wis. Stat. § 70.35(3)	Waive
Board of Review				
Form of Objection	Objections submitted by taxpayers. Includes written objections and all other material submitted to the board of review.	Event+7 years; Event=Final action of Board of Review or completion of appeal	No	Waive
Minutes	Record of all proceedings of the board of review. Authority provided by Wis. Stat. § 70.47(5).	Creation+7 years	No	Notify

Record Series Title	Series Description	Retention and Disposition	Confidential	WHS Notification
Notice of Determination	Final decisions sent to property owners. Authority provided by Wis. Stat. § 70.47(12).	Event+7 years; Event=Final action of Board of Review or completion of appeal	No	Waive
Proceedings	Includes audio recordings and any transcripts of board of review proceedings, along with any notes taken by clerk. Authority provided by Wis. Stat. § 70.47(8)(f).	Event+7 years; Event=Final action of Board of Review or completion of appeal	No	Waive
Special Assessments				
Final Resolution	Final authorization of special assessments. Authority provided by Wis. Stat. § 66.0703(8)(d).	Permanent	No	N/A
Payment Register	Record of the receipt of scheduled payments.	Event+7 years; Event=Final collection of payments	No	Waive
Preliminary Resolutions	Issued by municipal district describing the purpose of the project, calculations, limits of assessment district, and number of installments to be paid. Authority provided by Wis. Stat. § 66.0703(4).	Creation+2 years (provided report is on file with public works project record)	No	Waive

Record Series Title	Series Description	Retention and Disposition	Confidential	WHS Notification
Report of Special Assessment	Report of project that includes plans, specifications, cost estimates, and property affected. See Wis. Stat. § 66.0703(5) for more information. Authority provided by Wis. Stat. § 66.0703(5).	Creation+2 years (provided report is on file with public works project record)	No	Waive
Tax Calculation and Collection				
Escrow Account List	List of real estate taxes paid directly from an escrow account.	Event; Event=Superseded	No	Waive
Final Tax Roll	Real and personal property rolls. Calculated from assessment rolls to include total taxes and charges to be collected.	Creation+15 years	No	Notify
Statement of Taxes	Combined record of calculations used to set final taxes.	Permanent	No	N/A
Tax Calculation Support Records	Any record used to calculate municipal taxes. These include any certificates, evaluations, levies, estimates, payments, and credits used to determine real and personal property tax rolls.	Event+7 years; Event=Audit	No	Waive

Record Series Title	Series Description	Retention and Disposition	Confidential	WHS Notification
Tax Receipts	Receipts issued by treasurer upon payment of taxes. Includes any supporting documents associated with issuing and recording receipts of payments.	Event+7 years; Event=Audit of records by outside accounting firm	No	Waive
Tax Settlements	Used to verify tax collections compared to the taxes levied in the municipal records.	Event+7 years; Event=Audit	No	Waive
Unpaid Tax Statements	List of postponed real property, delinquent real property, and delinquent personal property taxes.	Creation+15 years (Retain with tax roll)	No	Waive

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AGENDA ITEM 7c

Ord. 2024-021; Amend Chapter 6;
Alcoholic Beverages



Ordinance Amending Chapter 6 – Alcoholic Beverages

Date: November 19, 2024

Board/Committee: Village Board

Re: Ordinance; Amend Chapter 6 – Alcoholic Beverages

Author: Heidi Teich, Village Clerk

A revised draft of Chapter 6, Sister Bay Municipal Code, was presented at the October 15, 2024 Board of Trustees meeting. Revisions to the chapter were made to bring the Village's ordinance in line with state statutes, specifically changes related to the passage of 2023 Wisconsin Act 73. At tonight's meeting, a formal motion to pass and adopt the revised ordinance is requested.

ORDINANCE NO. 2024-021
AMENDING CHAPTER 6 – ALCOHOLIC BEVERAGES

WHEREAS, the Village of Sister Bay finds it necessary to periodically review its ordinances to reflect changes in statute and current legislation; and,

WHEREAS, pursuant to its authority under Wis. Stats., §125.185, the Village of Sister Bay desires to establish standards under which provisional retail liquor licenses may be issued; and,

WHEREAS, the recent passage of Wisconsin Act 73 has rendered some portions of the existing village ordinance obsolete;

NOW, THEREFORE, the Village Board does hereby ordain as follows:

Section 1 – Availability for Public Inspection.

A copy of this Ordinance shall be permanently on file and open to public inspection in the Office of the Village Clerk after its enactment and for a period of not less than two (2) weeks before its enactment.

Section 2 – Adoption of Code Amendments

The amendments to the current Alcoholic Beverages Ordinance, known as Chapter 6 of the Village of Sister Bay Municipal Code, be amended as set forth herein. Amendments are shown in red; a strikethrough represents a deletion.

Sec. 6.00 State Statutes Adopted.

The provisions of Wis. Stats., Chapter 125, defining and regulating the sale, procurement, dispensing and transfer of alcoholic beverages, including provisions relating to the penalty to be imposed or the punishment for violation of such Statutes, are adopted and made a part of this Chapter by reference. A violation of any of such provisions shall constitute a violation of this Chapter. Any future amendments, revisions, or modifications of the Statutory regulations in Chapter 125 incorporated herein are intended to be made a part of this Chapter in order to secure, to the extent legally practicable, uniform statewide regulation of alcoholic beverages.

Sec. 6.01 Definitions.

The definitions contained in Wis. Stats., §125.02 are hereby adopted and made a part of this Chapter by reference. “Village Clerk”, “Deputy Clerk” and “Village Board” refer to the Village Clerk, Village Deputy Clerk and the Board of Trustees of the Village of Sister Bay.

Sec. 6.02 Licenses Required.

No person, except as authorized by this Chapter and Chapter 125 of the Wisconsin Statutes, shall, within the Village of Sister Bay, serve, sell, distribute, vend, offer, or keep for sale at retail, or engage in any other activity for which a license is authorized under this Chapter.

Sec. 6.03 – Sec. 6.09 Reserved.

Sec. 6.10 Classes of Licenses.

There shall be the following classes of licenses, which, when issued by the Village Clerk or Deputy Clerk under the authority of the Village Board, and after application for said license and payment of the fees prescribed in Sec. 6.11 of this Chapter, shall permit the holder to serve, sell, distribute, vend, offer, or keep for sale deal, alcoholic beverages as provided in Chapter 125 of the Wisconsin Statutes.

1. Retail “Class A” Intoxicating Liquor License. A retail “Class A” intoxicating liquor license, when is-

sued by the Village Clerk or Deputy Clerk under the authority of the Village Board, shall permit its holder to sell intoxicating liquors only in original packages or containers to be consumed off the premise so licensed.

2. Retail "Class B" Intoxicating Liquor License. A retail "Class B" intoxicating liquor license, when issued by the Village Clerk or Deputy Clerk under authority of the Village Board, shall permit its holder to sell intoxicating liquors to be consumed by the glass on the premise so licensed. The Village Board has elected to come under the provisions of Wis. Stats., §125.51(3)(b), which authorizes the holder of a Retail "Class B" Intoxicating Liquor License to sell intoxicating liquor in the original package or container in any quantity to be consumed off premise. Intoxicating liquor may also be sold by the glass for consumption off the premises if the licensee seals the container of intoxicating liquor with a tamper-evident seal before it is removed from the premises. Wine may be sold for consumption off premise in the original package or otherwise in any quantity. Special classes of Retail "Class B" Liquor Licenses include Reserve "Class B" Licenses and Site-Specific "Class B" Liquor Licenses, commonly referred to as "Above-Quota" Licenses.
 - a. Reserve "Class B" Liquor License. Reserve "Class B" liquor licenses were created by the State of Wisconsin through special legislation in the late 1990's and are available through population increases of 500 people based on estimates provided by the State Department of Administration (DOA) since the inception of the quota system. The availability of a Reserve "Class B" liquor license will be published on the Village website and announced at a minimum of two (2) Village Board meetings following the receipt of the DOA population estimate qualifying the Village for such license. Application will be made on state prescribed forms (~~AT-106, AT-103, and AT-104~~ AB-100, AB-101, and AB-200) and an auxiliary questionnaire prepared by the Municipality and provided by the Village Clerk or Deputy Clerk. The filing deadline will be March 1 of each year. Candidates will be provided with the date of the Village Board meeting at which those applications will then be reviewed. The availability of a Reserve "Class B" liquor license does not require the Village Board to grant it. The initial issuance fee for a Reserve "Class B" liquor license shall be \$20,000.
 - b. Site Specific "Class B" Liquor Licenses, also known as "Above-Quota" licenses. The Village Board may, at its discretion and as permitted by applicable law, issue Site Specific "Class B" liquor licenses, also known as "Above-Quota" licenses, to the following applicants if such applicants otherwise meet all lawful requirements for obtaining a liquor license:
 - i. Full-service restaurants with an indoor, permanent seating capacity of 300 or more as licensed by the State, and with written evidence from the State Building Inspector that they meet all State requirements; or
 - ii. Hotels with 50 or more rooms with sleeping accommodations with either an attached full-service restaurant with a seating capacity of 150 or more, or an attached banquet facility providing full-service meals with a seating capacity of 400 or more, or
 - iii. An opera house or theater for the performing arts operated by a nonprofit organization as defined in Sec. 134.695(1)(am).

The initial fee for issuance of a site-specific "Class B" liquor license shall be \$20,000. Annual renewal fees for such licenses shall be as provided by State Statute.

3. Class "A" Fermented Malt Beverage Retailer's License. A Class "A" retailer's fermented malt beverage license, commonly referred to as a Beer License, when issued by the Village Clerk or Deputy Clerk under the authority of the Village Board, shall entitle the holder thereof to possess, sell, or offer for sale fermented malt beverages for consumption off the premise where sold and in the original packages, containers or bottles.
4. Class "B" Fermented Malt Beverage Retailer's License. A Class "B" fermented malt beverage retailer's

license, commonly referred to as a Beer License, when issued by the Village Clerk or Deputy Clerk under the authority of the Village Board, shall entitle the holder thereof to possess, sell or offer for sale fermented malt beverages, either to be consumed upon the premises where sold or away from such premises. The holder may also sell beverages containing less than one-half of a percent of alcohol by volume without obtaining a special license to sell such beverages.

5. Retail "Class C" Wine Licenses. A "Class C" wine license, when issued by the Village Clerk or Deputy Clerk, authorizes the retail sale of wine by the glass or in an opened original container for consumption on the premises where sold. A "Class C" license may be issued to a person qualified under Wis. Stats., §125.04(5) ~~for a restaurant in which the sale of alcoholic beverages accounts for less than fifty percent of gross receipts and which does not have a barroom.~~ A "Class C" wine license shall particularly describe the premises for which it is issued.
6. Temporary "Class B" Fermented Malt Beverage or Wine or Picnic Licenses. As provided in Wis. Stats., §125.26(1) and §125.26(6), and notwithstanding Wis. Stats., §125.68(3) temporary "Class B" fermented malt beverage and wine licenses may be issued by the Village Clerk or Deputy Clerk to bona fide clubs, county or local fair associations or agricultural societies, churches, lodges or societies that have been in existence for at least six months before the date of application and to posts of veterans' organizations. Such licenses are commonly referred to as Picnic Licenses. Each picnic license must authorize the sale of fermented malt beverages and/or wine containing not more than six percent alcohol by volume in an original package, container or bottle or by the glass if the wine is dispensed directly from an original package, container or bottle, at a particular picnic or similar gathering, at a meeting of the post, or during a fair conducted by the fair association or agricultural society.

Sec. 6.11 Provisional Licenses.

A municipal governing body that issues licenses authorizing the retail sale of fermented malt beverages, intoxicating liquor or wine shall issue provisional retail licenses. The municipal governing body may, by ordinance establish standards under which provisional retail licenses shall be issued and shall, by ordinance, designate the municipal official having authority to issue provisional retail licenses.

- (a) Eligibility. A provisional retail license may be issued only to a person who has applied for a Class "A", Class "B", "Class A", "Class B" or "Class C" license and authorizes only the activities that the type of retail license applied for authorizes.
- (b) Application. Application for a provisional retail license shall be made to the Village Clerk on state-prescribed Alcohol Beverage License Application forms.
- (c) Clerk or Designee Authorized to Issue. A provisional retail license may be issued to an applicant by the Village Clerk, Deputy Clerk or the clerk's designee upon written application, subject to the provisions of this section.
- (d) Standards.
 1. The applicant must be at least 21 years of age, a resident of the state of Wisconsin, and must have applied for a retail license. If the application is a corporation or limited liability corporation, the designated agent must be at least 21 years of age and a resident of the state.
 2. No provisional retail license will be granted if the applicant or a business applicant's agent has been denied a retail license by the village board or if the applicant, pursuant to Wis. Stats., §111.321, 111.322 and 111.335, has an arrest or conviction record substantially related to the alcohol licensing activity.
 3. No municipal official may issue a provisional "Class B" license if the municipality's quota under Wis. Stats. §125.51 (4), Wis. Stats., prohibits the municipality from issuing a

“Class B” license.

4. No person may hold more than one provisional retail license for each type of license applied for by the holder per year.
- (e) Fee. The fee for a provisional retail license is \$15 (not to exceed \$15 pursuant to Wis. Stats., §125.185(e)).
- (f) Term. A provisional retail license expires 60 days after its issuance or when the Class “A”, Class “B”, “Class A”, “Class B” or “Class C” license is issued to the holder, whichever is sooner.
- (g) Revocation. The municipal official who issued the provisional retail license may revoke the license if they discover that the holder of the license made a false statement on the application, or, if the village board denies the applicant’s application for a retail license. Revocation of the provisional license shall become effective upon the mailing of a notice of revocation via first class mail to the last known address of the applicant, in an envelope containing the return address of the municipal official.

Sec. 6.142 License Fees.

None of the previously mentioned licenses will be issued unless all applicable licensing fees, and the publication fee, have been paid in full. Publication fee shall be paid at the time of application. Except as otherwise provided in this Chapter, the full license fee shall be charged for the whole or fraction of any year per the fee schedule established by the Village of Sister Bay.

Sec. 6.123 Issuance of Operator’s License.

- (a) Except as provided in (b) below, the Village Clerk or Deputy Clerk may not issue an Operator’s License unless the applicant has successfully completed a responsible beverage server training course that is offered by a Vocational, Technical and/or Adult Education District and conforms to curriculum guidelines specified by the Board of Vocational, Technical and Adult Education, or a comparable training course that is approved by the Educational Approval Board, or fulfills one of the following requirements:
 1. The person is renewing an Operator’s License;
 2. Within the past two years the person held a Class A, Class B, or Class C License or a Manager’s or Operator’s License **or Permit**;
 3. Within the past two years the person has completed such a training course.
- (b) Pursuant to Wis. Stats. §125.17(1) the Village Clerk or Deputy Clerk is designated and authorized to issue operators’ licenses required for the purpose of complying with Wis. Stats. §125.32(2) and §125.68(2) or §125.06(3g). Operator’s licenses may be issued only upon written application. Village Board approval of Operator’s Licenses under this paragraph shall not be required during the months of July through May, provided, however, that the Village Clerk or Deputy Clerk, at the Clerk’s discretion, may refer any application to the Village Board for review and approval. Discretionary points to be brought before the Village Board are as follows:
 1. Underage serving violation with the past two years;
 2. OWI with the past two years;
 3. Drug-related violations within the past two years;
 4. Untruthful response on operator license application.

Sec. 6.134 – Sec. 6.19 Reserved.

Sec. 6.20 License Requirements and Restrictions.

(a) Form of Application.

Applications for a license to sell or deal in intoxicating liquor or fermented malt beverages shall be made in writing on forms prescribed by the State Department of Revenue, or, for operators' licenses, on forms prescribed by the Village of Sister Bay, and filed with the Village Clerk or Deputy Clerk. The applicant shall also prepare a drawing of the premises to be covered by the license and, if applicable, outdoor seating, outdoor serving locations, picnic areas and beer gardens. Only those areas or spaces as approved by the Village Board shall be permitted for sales or consumption. Plans shall show the number of patrons to be accommodated on said premises.

(b) Filing of Application. All applications shall be filed with the Village Clerk or Deputy Clerk. At the time of filing the applicant shall pay to the Village Clerk or Deputy Clerk the cost of publication of the application and provide all required documentation as established in this Chapter. All applications must be on file with the Village Clerk or Deputy Clerk at least fifteen (15) calendar days before the Village Board may grant or deny the application.

(c) Application for Above-Quota "Class B" Liquor License: Applications for an Above-Quota "Class B" liquor license must provide the following information upon application to the Village:

1. The applicant must demonstrate to the Village's satisfaction that the applicant meets the following criteria:
 - (a) He or she does own or is the agent for a full-service restaurant on the site for which the license is requested with a permanent, indoor seating capacity of 300 or more as licensed by the State, and provide written evidence from the State Building Inspector that they meet all State requirements; or,
 - (b) He or she does own or is the agent for a hotel on the site for which the license is requested with 50 or more rooms with sleeping accommodations with either an attached full-service restaurant with a seating capacity of 150 or more, or an attached banquet facility providing full-service meals with a seating capacity of 400 or more.
2. If the application is for a new establishment or an establishment to be constructed, the applicant shall provide the following:
 - (a) Aschematic site and facility plan including the availability of seating and maximum number of people to be accommodated therein;
 - (b) Estimated value of land and improvements upon completion;
 - (c) Number of full-time, part-time and seasonal employees;
 - (d) Estimated annual payroll; and,
 - (e) An architect's rendering of the facility
3. Applicants for an Above-Quota "Class B" liquor licenses shall also submit all information required by applicants for traditional "Class B" liquor licenses.

(d) Guidelines for Consideration of Reserve and Above-Quota "Class B" Liquor Licenses. The Village Board may review applications for Reserve "Class B" and Above-Quota "Class B" liquor licenses under the following guidelines, in addition to other factors deemed relevant for consideration:

1. Economic and traffic impacts;
2. Compatibility with specific neighborhood and overall Village character;
3. Compliance with the Sister Bay Municipal Code;
4. Quality of business experience.

(e) Qualifications of Applicants.

1. All individuals, partners, and all officers and directors of Wisconsin corporations applying for

licenses under this Chapter must satisfy all of the following qualifications:

- a) They must have attained the legal drinking age; and,
 - b) They must have continuously been a Wisconsin resident for at least ninety (90) days immediately prior to the date of the filing of the application, except no residency requirements shall exist for officers and directors of corporations and non-profit organizations.
2. All officers and directors of foreign corporations must meet the qualifications of (1) (a) and (b) above.
 3. All corporations must designate an agent pursuant to Wis. Stats., §125.04(6). The agent must also satisfy the previously mentioned qualifications, and must, with respect to character, record, and reputation be satisfactory to the Department of Revenue. Each corporate agent must have full written authority and control of the premises.
- (f) Qualifications for Renewal of Licenses.
1. All applicants for renewal of Retail Class A, Class B or Class C licenses shall, before such application(s) is/are approved by the Village Board, furnish to the Board proof of operation of a business by the applicant requiring such a license. The minimum period of operation of such business during a license year shall be 150 days of eight (8) hours per day. *If an applicant has not been open for 150 days in the previous year, they may present their case in the subsequent application year as to the circumstances for the 150 days of required operation code violation. With a ¾ majority vote of the Village Board, they shall be approved.*
 2. In the situation where the applicant has held the license for a period of time less than the license year, the applicant shall be entitled to all eight (8) hour days of operation during the licensing year, whether such days of operation were by the applicant or predecessor in title to the applicant's license.
- (g) Inspection of Application and Premises. No license or renewal of license provided for in this Chapter shall be issued without an inspection or re-inspection of the premises and a satisfactory report being issued as herein required. The Sister Bay Liberty Grove Fire Inspector shall inspect or cause to be inspected each applicant and premises to determine whether the applicant and the premise sought to be licensed comply with the regulations, ordinances, and laws applicable thereto, as well as the applicant's fitness for the license to be approved.
- (h) Delinquent Taxes, Assessments and Claims. No license shall be granted for any premises for which taxes, (real or personal property), assessments, or other claims of the Village are delinquent and unpaid, or to any person delinquent in payment of such claims to the Village.
- (i) Location of Premises.
1. Prohibitions on Close Proximity to Schools, Hospitals or Churches. No retail Class A or Class B fermented malt beverage license or liquor license, or Class C wine license shall hereafter be issued for premises less than 300 feet from any established public or parochial school, hospital, or church, except that this prohibition may be waived by a majority vote of the Village Board. Such distance shall be measured by the shortest route along the highway from the closest point of the boundary of such school, church, or hospital to the closest entrance to such premises. The prohibition in this paragraph does not apply to any of the following:
 - a) Premises covered by a license on June 30, 1947 and in operation annually thereafter.
 - b) Premises covered by a license prior to the occupation of real property within 300 feet thereof by any school, hospital or church building.
 2. Issuance For Sales in Dwellings Prohibited. No license shall be issued to any person for the purpose of possessing, selling or offering for sale any alcoholic beverages in any dwelling, house,

flat, residential apartment, or other building, which is not a tavern, restaurant, supper club, store, or other type of building where alcoholic beverages are normally sold or consumed by the public.

- (j) Licensed or Permitted Operators. No license shall be granted for any business which fails to provide for, or make application annually by June 1, for at least one licensed **or permitted** operator to be on premise at all times that fermented malt beverages and/or intoxicating liquors are offered for sale. **Permits are issued by the State of Wisconsin pursuant to 2023 Wisconsin Act 73 and are valid in all municipalities in the state. (Wis. Stats., §125.75)**
- (k) Restrictions on Outdoor Sales During Festivals. Each year the Village approves a schedule of public festivals that occur on Village property or Village rights-of-ways. The sale of fermented malt beverages and intoxicating liquors during those festivals shall be subject to such restrictions as the Village Board shall establish and approve in a uniform manner for all license holders including picnic licenses for those festivals and events. The additional restrictions may include, but not be limited to:
 - 1) Section 6.22(a)(3) Fencing, Security and Operations;
 - 2) Section 6.22(a)(4) Underage Persons Prohibited;
 - 3) Section 6.30(e) Closing Hours;
 - 4) Section 6.30(d) Safety and Sanitation;
 - 5) The sale of alcoholic beverages in non-breakable disposable containers and or a limit the size of the containers in fluid ounces.

Sec. 6.21 Prohibited Activities.

Nude Dancing Prohibited.

1. It is unlawful for any person to perform or engage in, or for any licensee or manager or agent of the licensee to permit any person, employee, entertainer or patron to perform or engage in any live act, demonstration, dance or exhibition on the premise of a Class A or Class B fermented malt beverage or liquor or Class C wine licensed establishment which:
 - a) Shows his or her genitals, pubic area, vulva, anus, anal clef or cleavage with less than a fully opaque covering; or,
 - b) Shows any portion of the female breast below a point immediately above the top of the areola; or,
 - c) Shows the covered male genitals in a discernibly turgid state.
2. The provisions of this section do not apply to the following licensed establishments: theaters, performing arts centers, civic centers and dinner theaters where live dance, ballet, music and dramatic performances of serious artistic merit are offered on a regular basis and in which the predominate business or attraction is not the offering to customers of entertainment which is intended to provide sexual stimulation or sexual gratification to such customers, and where the establishment is not distinguished by an emphasis on, or the advertising or promotion of employees engaging in nude erotic dancing.

Sec. 6.22 Restrictions on Temporary Class B Fermented Malt Beverage and/or Wine Picnic Licenses.

It shall be unlawful for any person or organization on a temporary basis to sell or offer to sell any alcoholic beverage upon any Village-owned or privately-owned property within the Village of Sister Bay, except through the issuance of a Picnic License issued by the Village in accord with the Wisconsin Statutes and as set forth in this section. A Picnic License authorizing the sale and consumption of fermented malt beverages and/or wine on Village-owned property or privately-owned property may be authorized by the Village Board, Village Clerk, or Deputy Clerk provided the following requirements are met:

1. Compliance with Eligibility Standards. The organization shall meet the eligibility requirements of a bona

fide club, association, lodge or society as set forth in Wis. Stats., §125.26(6), and shall fully comply with the requirements of this section. Members of an organization which are issued a Picnic License and who are issued operator's licenses for the event shall attend a pre-event informational meeting to learn what rules and regulations apply and what the responsibilities of the bartenders and organization will be.

2. Posting of Signs and Licenses. All organizations issued a Picnic License shall post in a conspicuous location at the main point of sale and at all remote points of sale a sufficient number of signs stating that no fermented malt beverages or wine will be served to any person without proper identification.
3. Fencing, Security and Operations.
 - (a) If necessary, due to the physical characteristics of the site, the Village Board may require that organizations install a double fence around the main point of sale to control ingress and egress and continually station a licensed operator, security guard or other competent person at the entrance for the purpose of checking age identification. Where possible there shall be only one point of ingress and egress. When required, the double fence shall be a minimum of four feet high and there shall be a minimum of six feet between fences.
 - (b) In lieu of or in addition to the fencing, the Village Board may require the organization to provide some physical means of identifying individuals who are of legal age, such as through the use of wrist bands.
 - (c) The Village Board may require organizations to provide on-site security provided by the Door County Sheriff's Department.
 - (d) The Village Board may require the sale of alcoholic beverages in non-breakable disposable containers and or limit the size of the containers in fluid ounces.
4. Underage Persons Prohibited. No underage persons as defined by the Wisconsin Statutes shall be allowed to assist in the sale of fermented malt beverages or wine at any point of sale, nor shall they be allowed to loiter or linger in the area of any point of sale .
5. Licensed Operators Requirement. A licensed operator shall be stationed on the premise at all times.
6. Waiver. The Village Board may waive or modify the requirements of this section due to the physical characteristics of the licensed site.
7. Insurance. The applicant for a Picnic License may be required to indemnify, defend and hold the Village and its employees and agents harmless against all claims, death of any person or any damage to property caused by or resulting from the activities for which the license is granted. As evidence of the applicant's ability to perform the conditions of the license, the applicant may be required to furnish a Certificate of Comprehensive General Liability Insurance with the Village of Sister Bay. The applicant may also be required to furnish a performance bond prior to being issued the license.

Sec. 6.23 – Sec. 6.29 Reserved.

Sec. 6.30 Regulation of Licensed Premises and Licenses.

- (a) Posting Licenses. Licenses issued under this Chapter shall be posted and displayed as provided in Wis. Stats., §125.04(10). Failure to post a license as required therein shall be a presumption of operating without a license.
- (b) Disorderly Conduct Prohibited. Each licensed premises shall at all times be conducted in an orderly manner, and no disorderly, riotous or indecent conduct shall be allowed at any time or on any such premises.
- (c) Employment of Underage Persons. No retail Class A, Class B, or Class C licensee shall employ any person to serve, sell, dispense, or give away any alcoholic beverage who has not attained 18 years of age.

- (d) Safety and Sanitation Requirements. Each licensed premises shall be maintained and conducted in a sanitary manner and shall be a safe and proper place for the purpose for which it is used. Provision for restrooms, hand-washing stations (if not in the restroom), and trash removal shall be required.
- (e) Closing Hours.
 - (1) Class “A” fermented malt beverage licensed premises may not sell fermented malt beverages between the hours of 12:00 a.m. and 8:00 a.m.
 - (2) “Class A” intoxicating liquor licensed premises may not sell liquor between the hours of 9:00 p.m. and 8:00 a.m.
 - (3) Class “B” beer licensed premises must be closed between 2:00 a.m. and 6:00 a.m. Mondays through Fridays and between 2:30 a.m. and 6:00 a.m. on Saturday and Sunday. On January 1st, the premises are not required to close.
 - (4) “Class B” intoxicating liquor licensed premises, including Reserve “Class B” or Above-Quota “Class B” licensed properties must be closed between 2:00 a.m. and 6:00 a.m. Mondays through Fridays and between 2:30 a.m. and 6:00 a.m. on Saturday and Sunday. On January 1st, the premises are not required to close.
 - (5) “Class C” wine licensed premises must be closed between 2:00 a.m. and 6:00 a.m. Mondays through Fridays and between 2:30 a.m. and 6:00 a.m. on Saturday and Sunday. On January 1st, the premises are not required to close.
 - (6) Class “B” fermented malt beverage or “Class B” intoxicating liquor licensed premises may not sell package, container or bottle sales between 12:00 a.m. and 6:00 a.m. at for off-premises consumption.
 - (7) Hotels and restaurants whose principal business is the furnishing of food or lodging to patrons and bowling alleys and golf courses may remain open for the conduct of their regular business, but no intoxicating liquors or fermented malt beverages shall be sold during prohibited hours as required by their specific license.
 - (8) No premise shall be permitted to sell alcoholic beverages outdoors between the hours of 10:30 p.m. and 9:00 a.m. The location where alcoholic beverages may be consumed outdoors shall be approved as part of the license application, and if applicable, by Conditional Use Permit as an Outdoor Entertainment Facility.
- (f) Violations by Licensees. A violation of this Chapter by Licensee or an authorized agent of a licensee shall constitute a violation by the licensee.

Sec. 6.31 Quotas.

“Class B” License: The number of persons and places that may be granted a retail “Class B” liquor license under this Chapter in the Village is limited as provided in Wis. Stats., §125.51(4) which currently allows 2 Regular “Class B” licenses and 1 Reserve “Class B” License. A population increase to 1225 persons, and subsequent increases of 500 people thereafter, per the Department of Administration’s annual population estimates, shall trigger the availability of additional Reserve “Class B” Licenses at a rate of one license per 500 persons increase in population. Any party interested in applying for said license(s) shall complete the necessary application and questionnaire. If the Board grants the Reserve “Class B” License, prior to issuance by the Village Clerk or the Deputy Clerk, the applicant shall pay the required \$20,000 fee per Wis. Stats., §125.04(8).

Sec. 6.32 Form and Expiration of Licenses.

All licenses shall be numbered in the order in which they are issued and shall clearly state the specific premises for which granted, the date of issuance, the fee paid, and the name of the licensee, and, unless sooner revoked, shall expire on June 30 thereafter, except as otherwise provided.

Sec. 6.33 Transfer of Licenses.

- (a) From Place to Place. Every alcoholic beverage license may be transferred to another place or premises within the Village. Transfers shall be approved by the Village Board upon application on forms furnished by the State Department of Revenue and the payment of the fee prescribed by Wis. Stats., §125.04(12)(a). Proceedings considering such transfer shall be conducted in the same manner and form as the original application. No retail licensee is entitled to more than one transfer during the license year. This paragraph does not apply to Reserve “Class B” licenses.
- (b) From Person to Person. Licenses issued under this Chapter may be transferred to another person only under the terms and conditions of Wis. Stats., §125.04(12)(b).

Sec. 6.34 – 6.39 Reserved.

Sec. 6.40 Denial, Nonrenewal, Revocation and Suspension of Licenses.

1. Refusal to grant a license. State law does not confer upon a qualified applicant an absolute right to a license. If a governing body conducts a property review of the application, considers public sentiment and local concerns, and has a rational basis for denial, the courts should not interfere with the municipality’s decision to deny. When a governing body decides not to issue a new alcohol beverage license it must notify the applicant in writing and set forth reasons for the denial. Valid reasons for denial are based on concern for public health, safety, and welfare of the community. An applicant denied a license may reapply for the license or appeal the denial to circuit court.
2. Refusal to renew a license. The Village Board may refuse to renew any license issued under this Chapter under the procedures described herein upon the finding of a violation of this Chapter or Chapter 125 of the Wisconsin Statutes. Consideration for the granting or denial of a license will be based on:
 - a) The arrest and conviction record of the applicant, subject to the limitations imposed by Wis. Stats., §111.321, §111.322 and §111.335;
 - b) The financial responsibility of the applicant regarding their wholesale vendors;
 - c) The appropriateness of the location and the premises where the licensed business is to be conducted; and
 - d) The type and number of complaints associated with public nuisance or disorderly behavior on or near the licensed premise, including but not limited to noise, fighting, loitering and activity which is further described in Section §30.2 of the Municipal Code.
3. Denial of a license. An application may be denied based upon the applicant’s arrest and conviction record if the applicant has been convicted of a felony (unless duly pardoned), if the applicant has habitually been a law offender, or if the applicant has falsified the application. For purposes of this licensing procedure, “habitually been a law offender” is generally considered to be an arrest or conviction of at least two (2) offenses which are substantially related to the licensed activity within the five (5) years immediately preceding the license application. Because a license is a privilege, the issuance of which is a right granted solely to the Village Board, the Village Board reserves the right to consider the severity, and the facts and circumstances of the offense when making the determination to grant, deny or not renew a license. Further, the Village Board, at its discretion, may, based upon an arrest or conviction record of two (2) or more offenses which are substantially related to the licensed activity within the five (5) years immediately preceding, act to suspend such license for a period of one (1) year or more.
4. Revocation or suspension of a license. A license may be revoked or suspended pursuant to Wis. Stats., §125.12(2) or any other applicable state or federal alcohol beverage law. Proceedings for revocation, suspension or non-renewal shall be governed by Wis. Stats., §125.12. When a license is revoked under this section, the revocation shall be recorded by the Village Clerk or Deputy Clerk and reported

to the Wisconsin Department of Revenue within ten (10) days of revocation. No other license issued under this Chapter may be granted within twelve (12) months of the date of revocation to the person whose license was revoked, and no part of the fee for any license so revoked may be refunded. The licensee shall surrender the license to the Village Clerk or Deputy Clerk. The Village Clerk or Deputy Clerk shall have the right to take physical possession of the suspended or revoked license wherever it may be found and file it in his or her office.

Section 3 – Ordinances in Conflict.

All other Ordinances in conflict herewith are hereby repealed.

Section 4 – Effective Date.

This Ordinance shall take effect and be in full force from and after its passage and publication according to law.

Section 5 – Severability.

If a Court of competent jurisdiction adjudges any section, clause, provision or portion of this Ordinance unconstitutional or invalid, the remainder of the previously mentioned Chapter shall not be affected thereby.

Passed and adopted this 19th day of November, 2024 by the Sister Bay Village Board of Trustees.

VILLAGE OF SISTER BAY

By: _____
Nate Bell, President

ATTEST:

Heidi Teich, Village Clerk

AGENDA ITEM 8a

Administrative Building; Design Approval



STAFF REPORT – ADMINISTRATION BUILDING DESIGN

Date: November 19, 2024

Board/Committee: Village Board

Re: Building Design Approval

Author: Julie A. Schmelzer, Village Administrator

On October 7th the Parks Committee approved a design for the new Administration Building (their decision was not unanimous). That design is shown as *Option A* in the attached plan set.

Before *Option A* could even be presented to the Board for their approval at their regular monthly meeting, the design was brought up at the Capital Improvement Plan (CIP) meeting the day following the Parks meeting. As you know, a CIP meeting is to discuss the funding to be allocated for a project, not the design, brand, model, etc. However, based on a Peninsula Pulse article showing a schematic pulled from a previous Parks meeting, a similar design did end up being discussed at that Oct. 8 meeting, albeit there was no plan to review. At that meeting there was public comment both for and against the design. Ultimately, the funding for the project was approved at that October 8th CIP meeting (\$3 million), and it was decided to offer McMahon another contract (unbudgeted) to develop an optional design for consideration that might cost less.

Last month the McMahon Group was offered a contract not to exceed \$25,000 to make modifications to the *Option A* design. That contract was approved, has now been fulfilled, and expired November 18, 2024. As such, I present the attached original *Option A* and the two redesign(s) which were created.

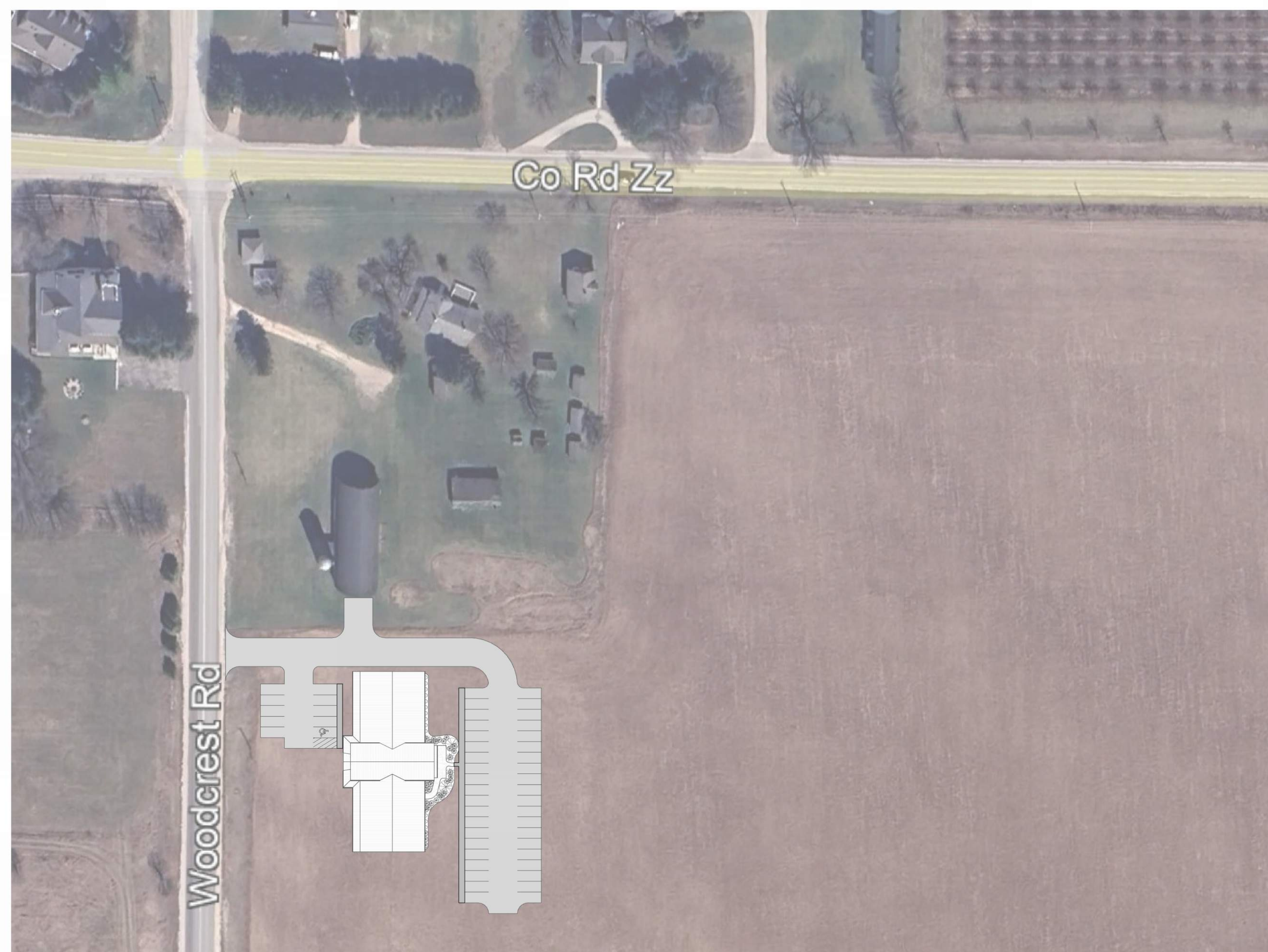
The Parks, Property and Streets Committee met on November 4th and agreed to now recommend *Option C*, which is a combination, of sorts, of the original plan (*Option A*), and the first redraft (*Option B*).

The original plan is estimated to cost \$3.6 million, all redrafts (*Options B* and *C*) are estimated to cost \$3.1 million. These estimates are conservative and include the anticipated \$200,000 sewer lateral project discussed earlier (when we annexed the Logerquist site, the existing home was to be connected to public sewer, which required a lateral to be installed).

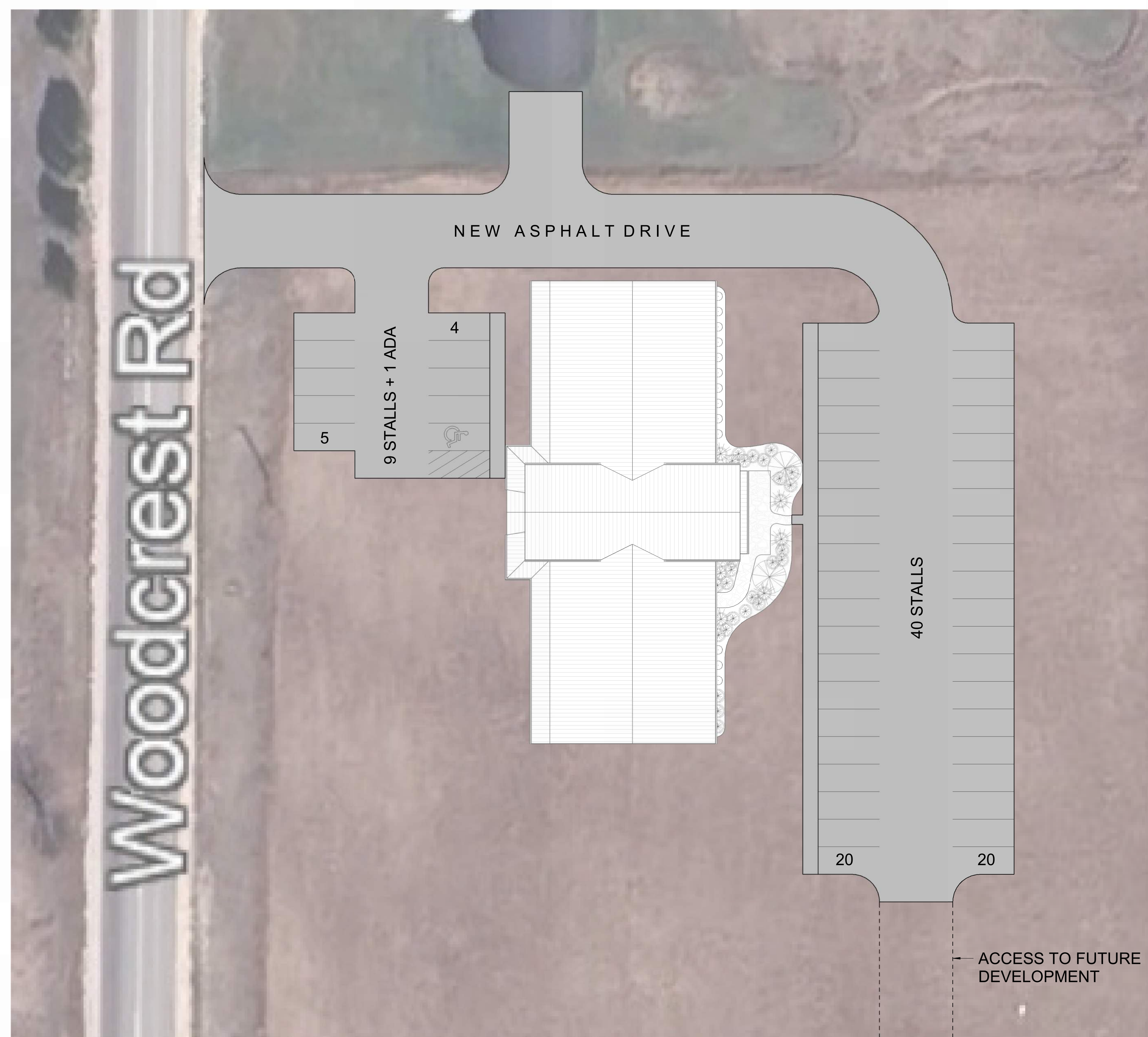
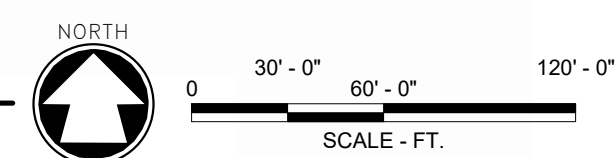
If the Board supports the committee's decision, the next step is to get a quote on creating the 'construction drawings'. These are the drawings that have the detail, such as the plumbing plan, electric plan, flooring choices, etc. A Request for Proposals is issued for the construction drawings, which includes a cost estimate, and oversight of a bidding process for the building contractor (once the contractor is selected we will then know the actual cost).

Although McMahon's second contract has expired, Mike Martin from McMahon will participate in the Board meeting via Zoom.

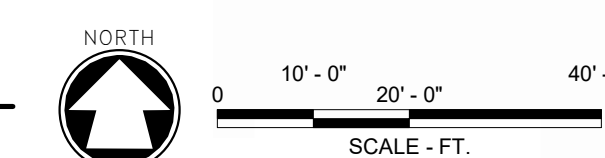
NOVEMBER 19, 2024



OVERALL CONCEPTUAL
ARCHITECTURAL SITE PLAN



ENLARGED CONCEPTUAL
ARCHITECTURAL SITE PLAN



SISTER BAY ADMIN BUILDING - ORIGINAL DESIGN
ARCHITECTURAL SITE PLAN



NOVEMBER 19, 2024

BUILDING CONCEPTS & STATISTICS

BUILDING FOOTPRINT = 7,789 SF
PORCH = 1,306 SF
TOTAL SQUARE FOOTAGE = 9,095 SF

BUILDING CONSTRUCTION CONCEPT:

FIRE PROTECTION:
BUILDING IS TO BE FULLY SPRINKLERED - DRY SYSTEM IN ATTIC SPACES

- ROOF:**
- PREFINISHED 24 GA. STANDING SEAM METAL ROOFING
 - SYNTHETIC UNDERLAYMENT w/ ICE AND VALLEY SHIELD
 - 5/8" OSB SHEATHING
 - WOOD TRUSSES AT 24" O.C.
 - R-48 MIN. BLOWN FIBERGLASS INSULATION
 - 4 MIL. VAPOR BARRIER
 - 5/8" GYPSUM BOARD FINISH
 - PROVIDE RAISED BOTTOM CHORD TRUSSES OVER VILLAGE CHAMBERS
 - PROVIDE RAFTERED ROOF OVER CENTER CIRCULATION SPACE

- WALLS:**
- BOARD AND BATTEN SIDING - DESIGN BASIS JAMES HARDIE
 - COMMERCIAL BUILDING WRAP
 - 7/16" OSB SHEATHING
 - 2x STUD FRAMING AT 16" O.C.
 - 6" R-21 FIBERGLASS BATT INSULATION
 - 4 MIL. VAPOR BARRIER
 - 5/8" GYPSUM BOARD FINISH

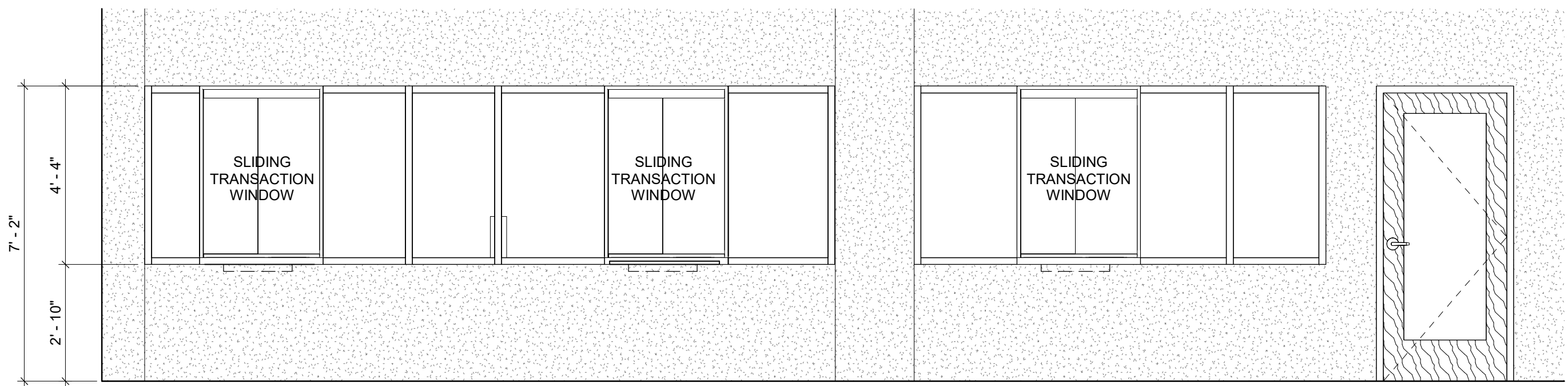
- WINDOWS:**
- 5'-0" x 3'-0" VINYL CLAD DOUBLE HUNG WINDOWS - DESIGN BASIS ANDERSEN TRIPLE PANE WINDOWS

- GLASS ENTRY DOORS:**
- KAWNEER TRI-FAB 451T FRAMING SYSTEM w/ VITRO SOLARBAN 70 GLASS

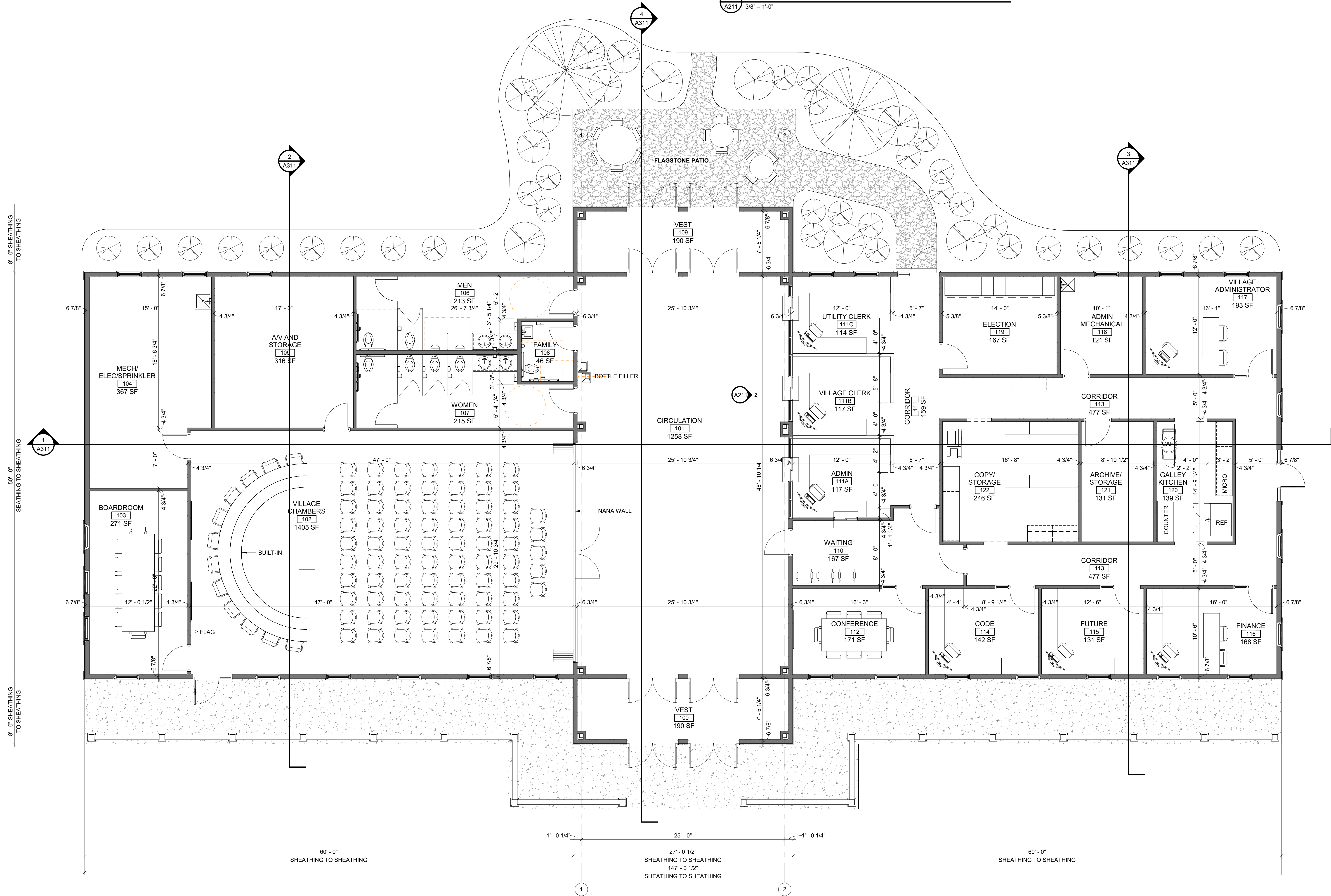
- INTERIOR DOORS:**
- HOLLOW METAL FRAMES
 - WOOD DOOR SLABS - STAINED MAPLE

- FLOORING & FINISHES:**
- 4" REINFORCED CONCRETE SLAB THROUGHOUT
 - OFFICES - 24" x 24" CARPET TILE
 - RESTROOMS - 12" x 24" TILE ON FLOOR AND WALLS
 - MECHANICAL AND STORAGE SPACES - SEALED CONCRETE
 - VILLAGE CHAMBERS - 6" x 36" LUXURY VINYL TILE (LVT)
 - CIRCULATION - POLISHED CONCRETE
 - ALL ROOMS TO RECEIVE (1) COAT PRIMER + (2) EGG SHELL LATEX

- SYSTEMS NOTES:**
- PROVIDE CENTRAL VACUUM SYSTEM



TRANSACTION WINDOW ELEVATION



FIRST FLOOR PLAN



SISTER BAY ADMIN BUILDING - ORIGINAL DESIGN
FIRST FLOOR PLAN



NOVEMBER 19, 2024

EXTERIOR MATERIALS LEGEND	
MTL-1	STANDING SEAM METAL ROOF
SDG-1	BOARD AND BATTEN SIDING



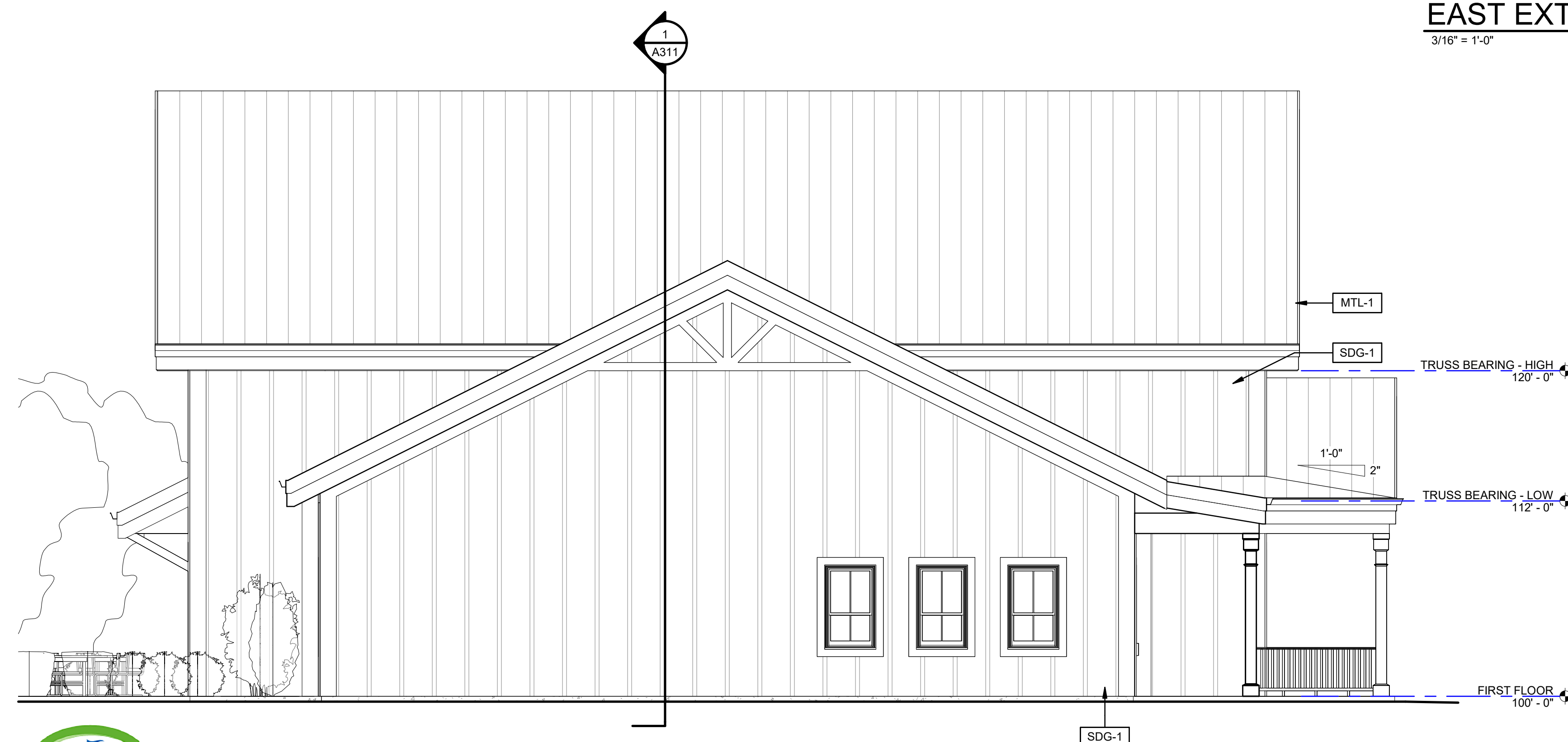
WEST EXTERIOR ELEVATION

3/16" = 1'-0"



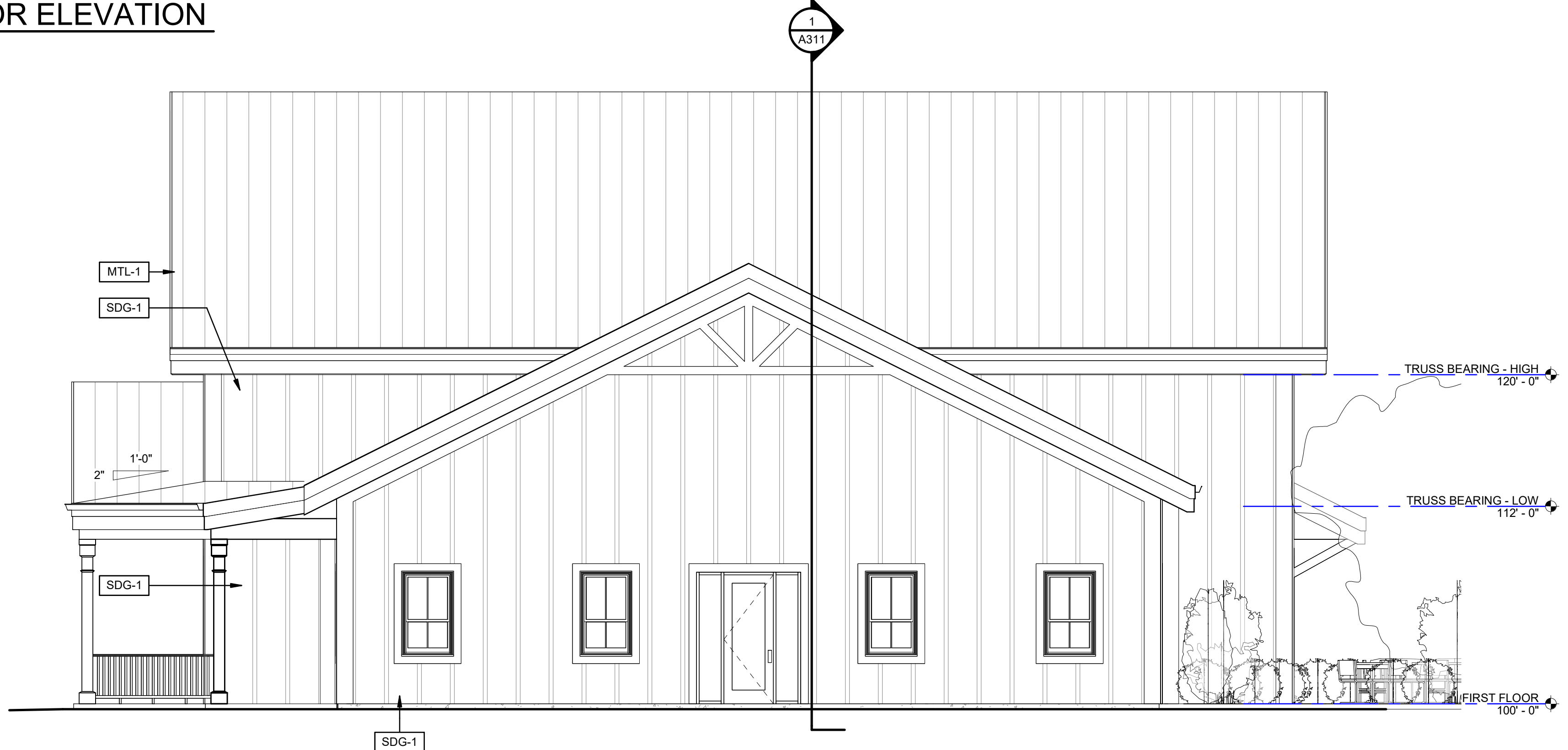
EAST EXTERIOR ELEVATION

3/16" = 1'-0"



NORTH EXTERIOR ELEVATION

3/16" = 1'-0"



SOUTH EXTERIOR ELEVATION

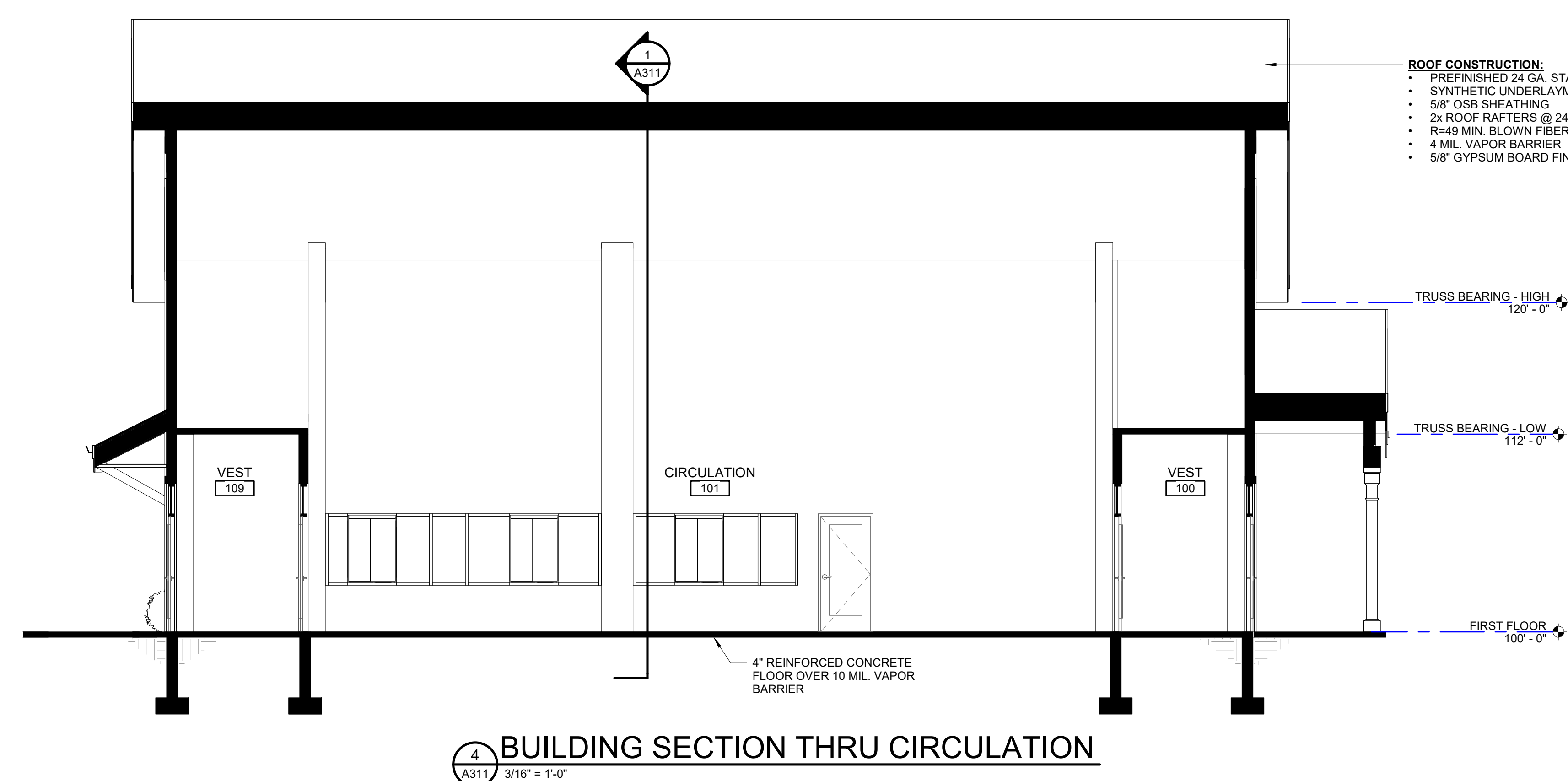
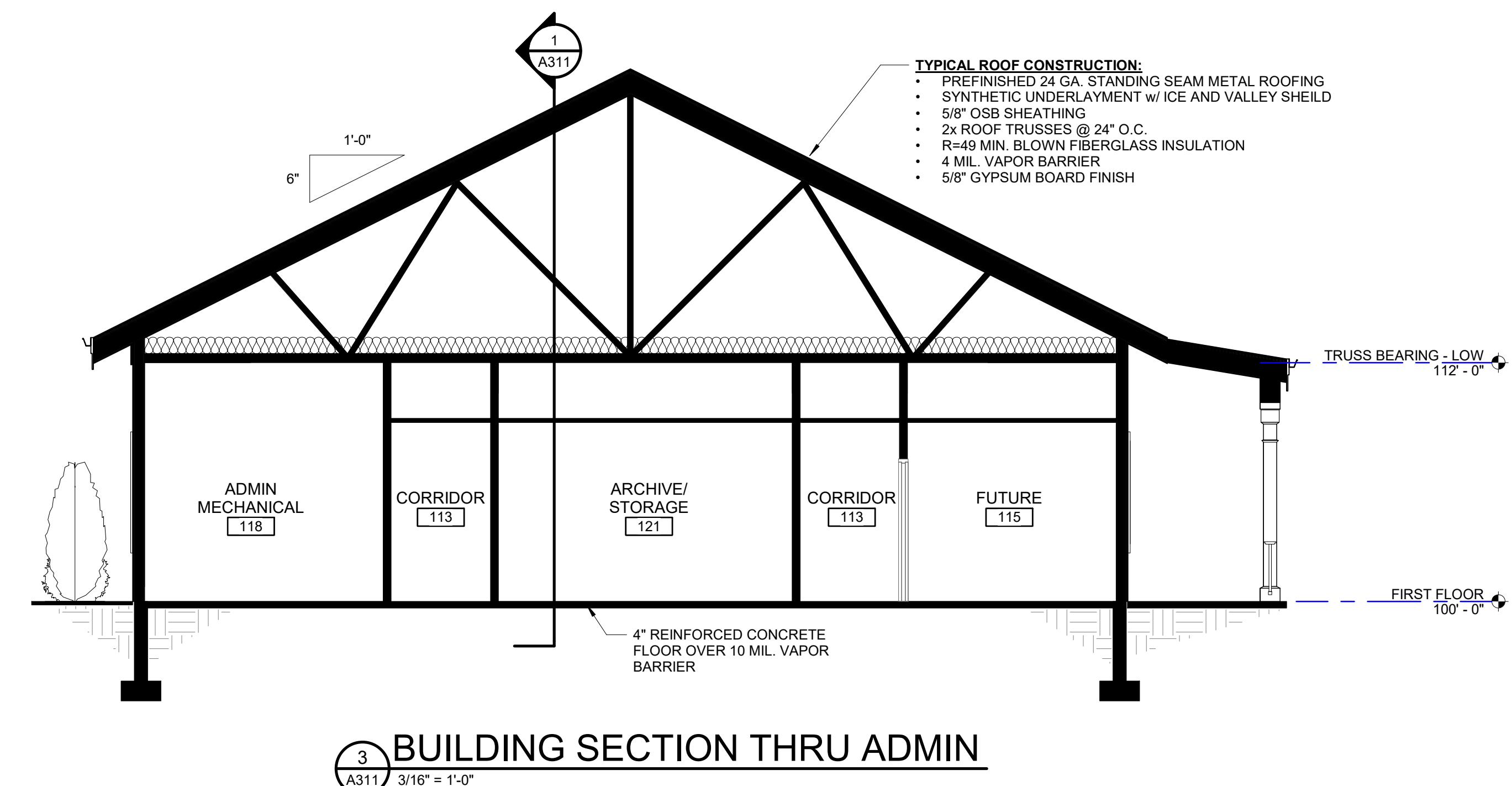
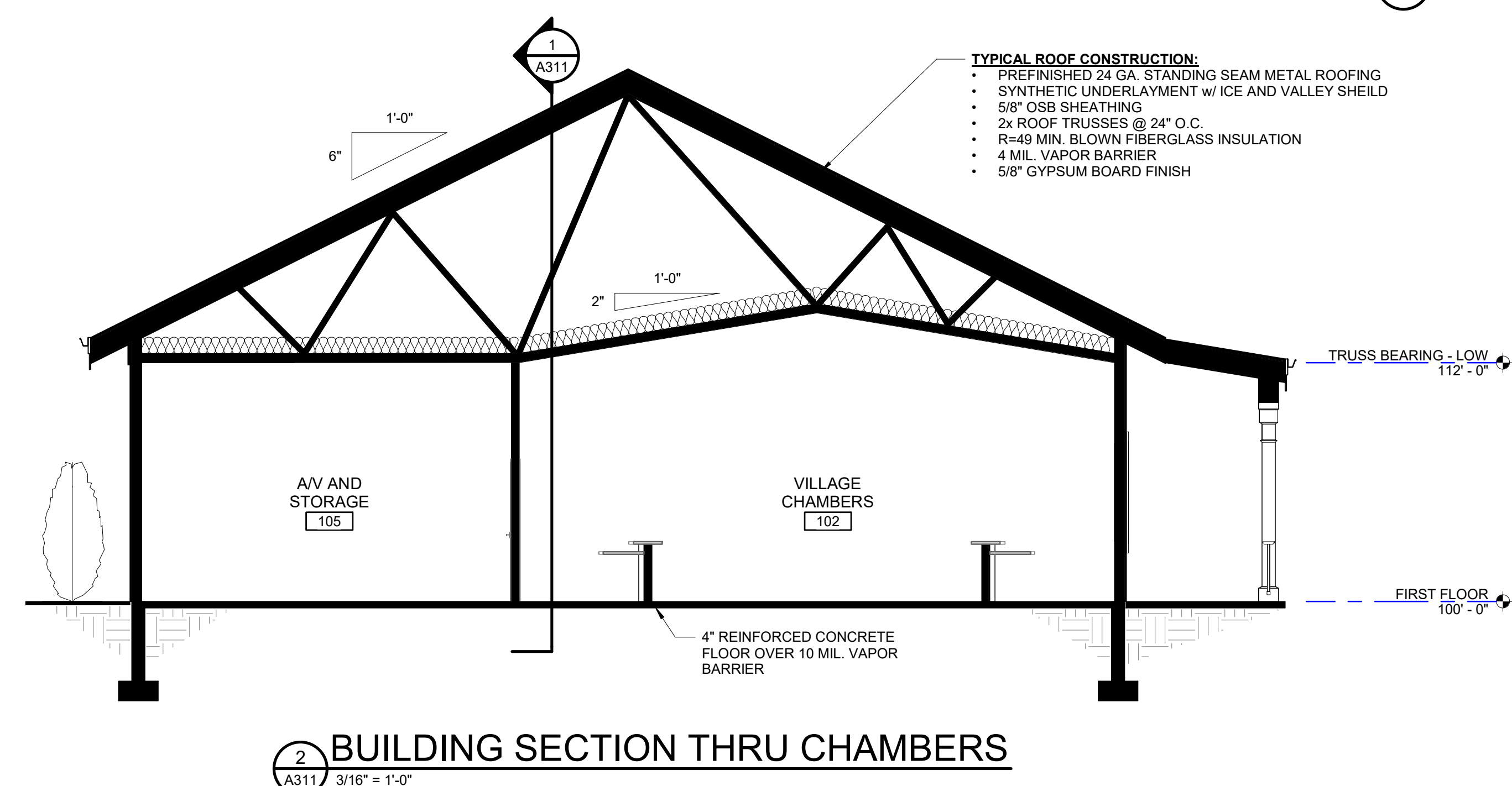
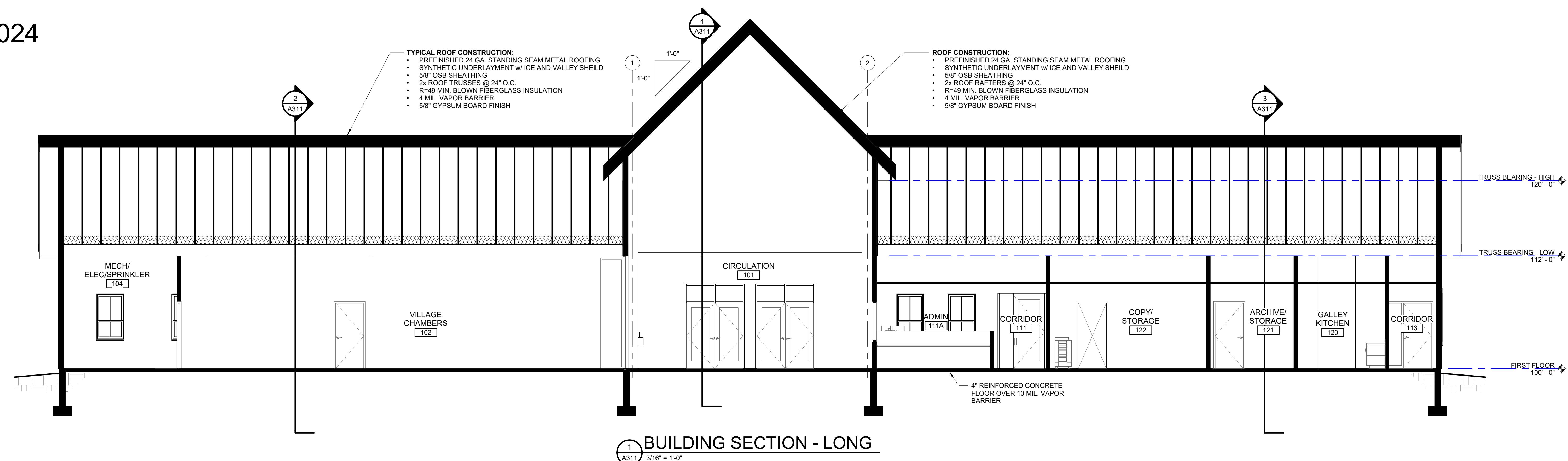
3/16" = 1'-0"



SISTER BAY ADMIN BUILDING - ORIGINAL DESIGN
EXTERIOR ELEVATIONS



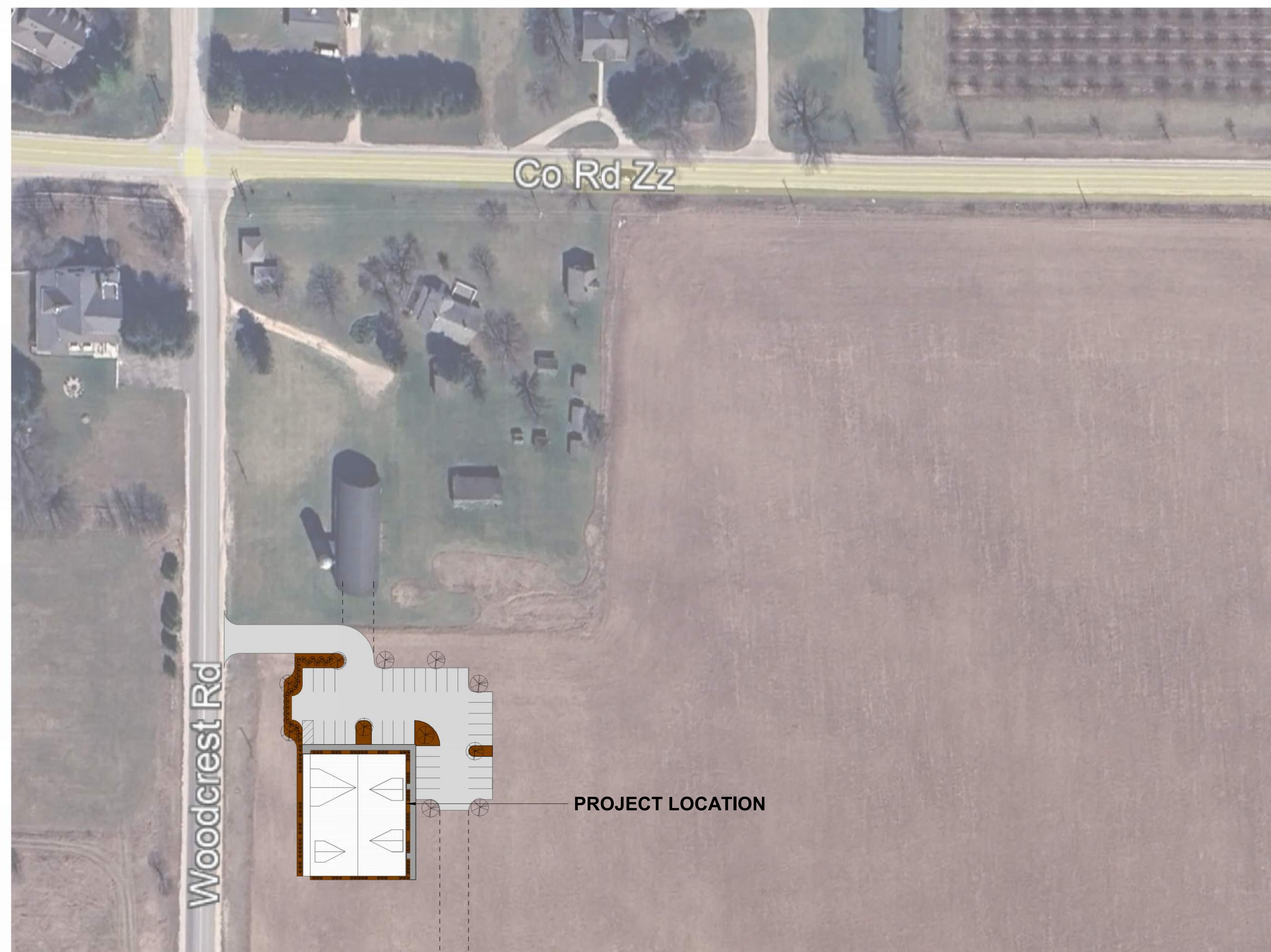
NOVEMBER 19, 2024



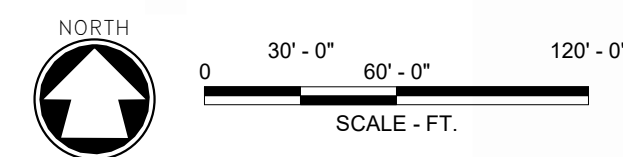
SISTER BAY ADMIN BUILDING - ORIGINAL DESIGN BUILDING SECTIONS



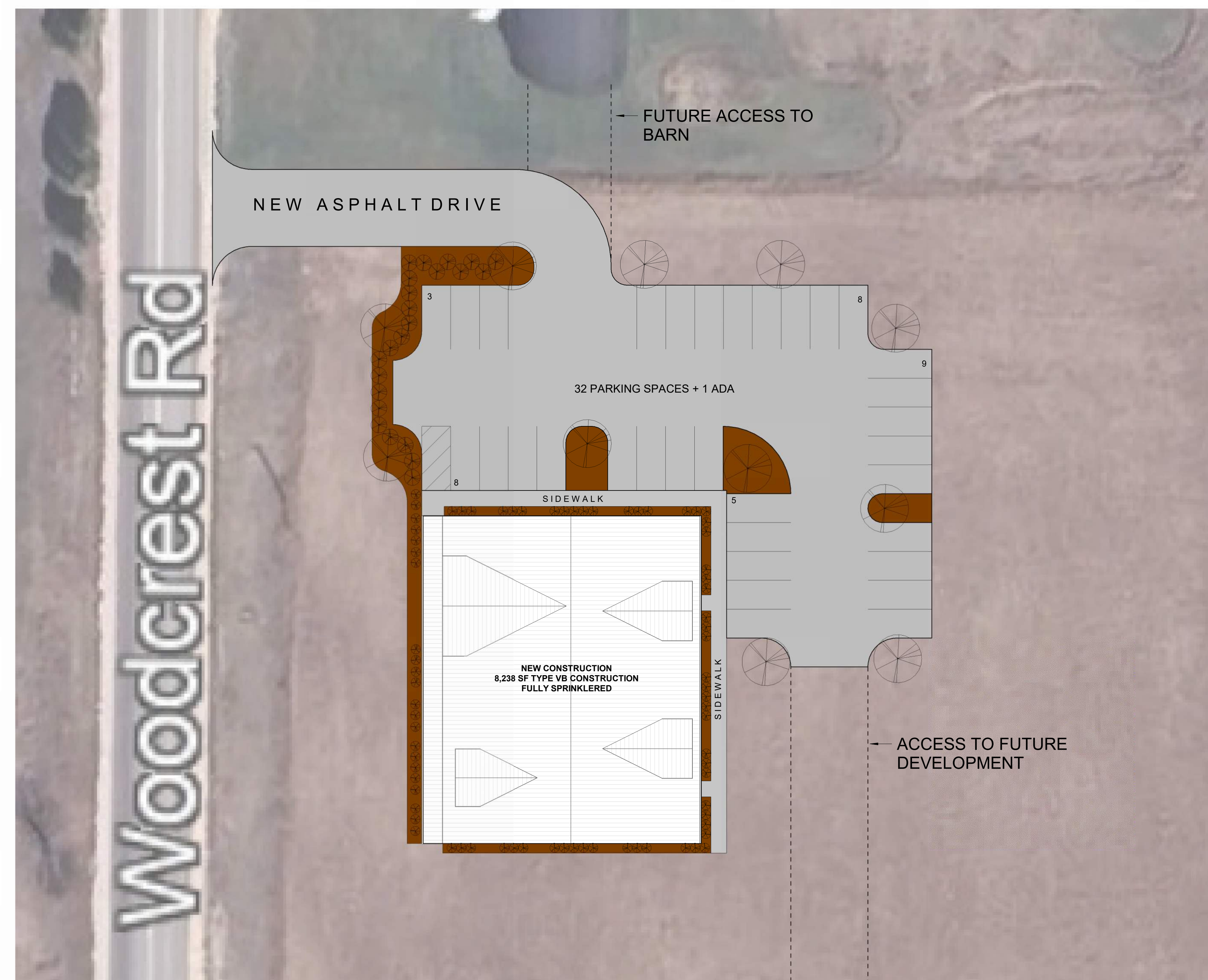
NOVEMBER 19 2024



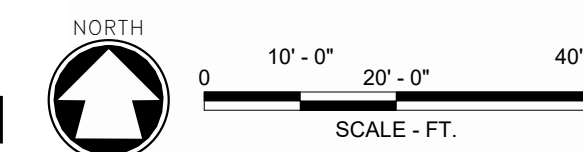
OVERALL CONCEPTUAL
ARCHITECTURAL SITE PLAN



1" = 60'-0"



ENLARGED CONCEPTUAL
ARCHITECTURAL SITE PLAN



1" = 20'-0"

PARKING LOT REQUIREMENTS:
EMPLOYEE STALLS = 7
ONE SPACE PER 3 CHAIRS = 25

PROVIDED:
32 PARKING SPACES + 1 ADA PARKING SPACE

INTERIOR LANDSCAPE ISLAND REQUIREMENTS:
5% OF PARKING LOT TO BE INTERIOR LANDSCAPE ISLANDS

PROVIDED:
13,194 SF TOTAL PARKING LOT
767 SF INTERIOR ISLANDS = 5.8% INTERIOR LANDSCAPE AREA



SISTER BAY ADMIN BUILDING - OPTION B
ARCHITECTURAL SITE PLAN

NOVEMBER 19, 2024

BUILDING CONCEPTS & STATISTICS

BUILDING FOOTPRINT = 7,181 SF
PORCH = 1,057 SF
TOTAL SQUARE FOOTAGE = 8,238 SF

BUILDING CONSTRUCTION CONCEPT:

FIRE PROTECTION:
BUILDING IS TO BE FULLY SPRINKLERED - DRY SYSTEM IN ATTIC SPACES

- ROOF:**
- PREFINISHED 24 GA. STANDING SEAM METAL ROOFING
 - SYNTHETIC UNDERLAYMENT w/ ICE AND VALLEY SHIELD
 - 5/8" OSB SHEATHING
 - WOOD TRUSSES AT 24" O.C.
 - R=49 MIN. BLOWN FIBERGLASS INSULATION
 - 4 MIL. VAPOR BARRIER
 - 5/8" GYPSUM BOARD FINISH
 - PROVIDE RAISED BOTTOM CHORD TRUSSES OVER VILLAGE CHAMBERS
 - PROVIDE RAFTERED ROOF OVER CENTER CIRCULATION SPACE

- WALLS:**
- BOARD AND BATTEN SIDING - DESIGN BASIS JAMES HARDIE
 - COMMERCIAL BUILDING WRAP
 - 7/16" OSB SHEATHING
 - 2x STUD FRAMING AT 16" O.C.
 - 6" R=21 FIBERGLASS BATT INSULATION
 - 4 MIL. VAPOR BARRIER
 - 5/8" GYPSUM BOARD FINISH

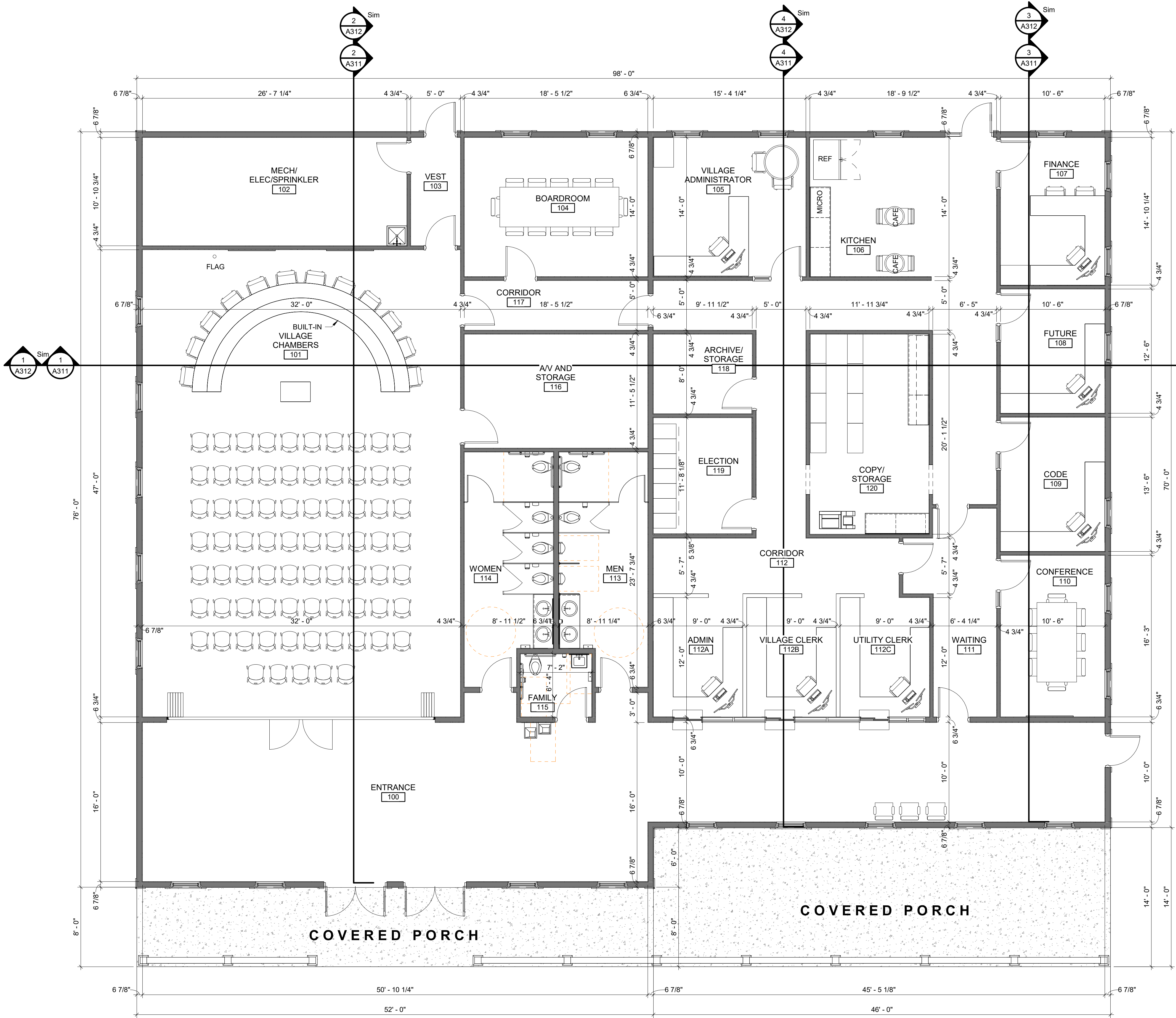
- WINDOWS:**
- 5'-0" x 3'-0" VINYL CLAD DOUBLE HUNG WINDOWS - DESIGN BASIS ANDERSEN TRIPLE PANE WINDOWS

- GLASS ENTRY DOORS:**
- KAWNEER TRI-FAB 451T FRAMING SYSTEM w/ VITRO SOLARBAN 70 GLASS

- INTERIOR DOORS:**
- HOLLOW METAL FRAMES
 - WOOD DOOR SLABS - STAINED MAPLE

- FLOORING & FINISHES:**
- 4" REINFORCED CONCRETE SLAB THROUGHOUT
 - OFFICES - 24" x 24" CARPET TILE
 - RESTROOMS - 12" x 24" TILE ON FLOOR AND WALLS
 - MECHANICAL AND STORAGE SPACES - SEALED CONCRETE
 - VILLAGE CHAMBERS - 6" x 36" LUXURY VINYL TILE (LVT)
 - CIRCULATION - POLISHED CONCRETE
 - ALL ROOMS TO RECEIVE (1) COAT PRIMER + (2) EGG SHELL LATEX

- SYSTEMS NOTES:**
- PROVIDE CENTRAL VACUUM SYSTEM



FIRST FLOOR PLAN NORTH
3/16" = 1'-0"

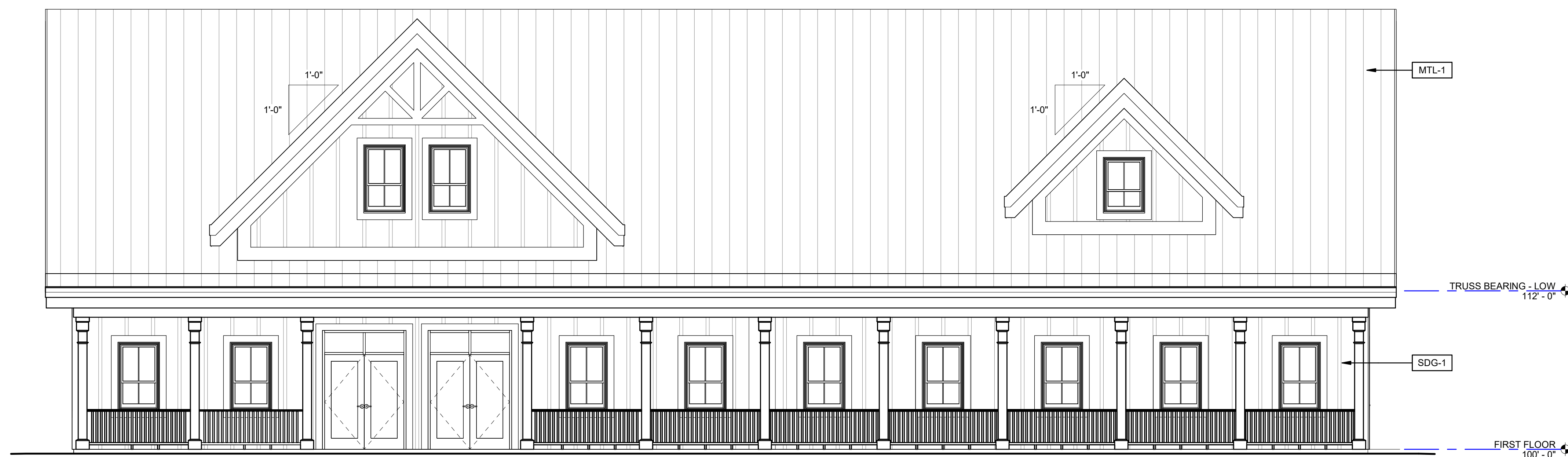


SISTER BAY ADMIN BUILDING - OPTION B
FIRST FLOOR PLAN



NOVEMBER 19, 2024

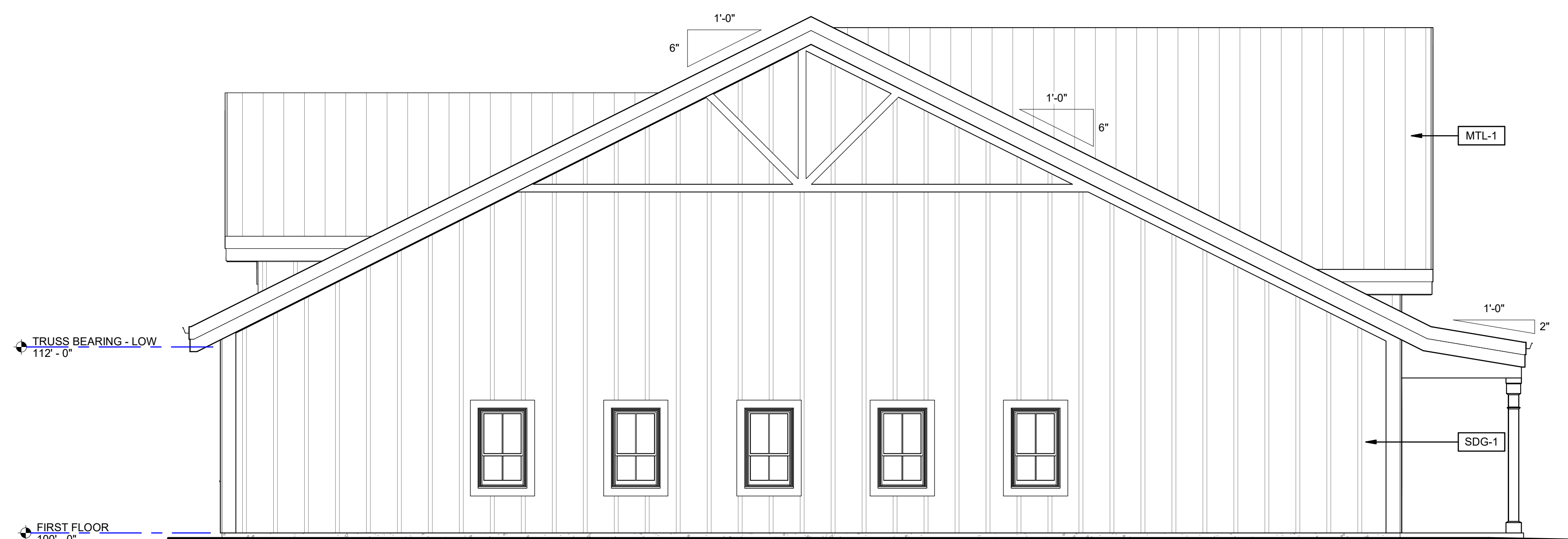
EXTERIOR MATERIALS LEGEND	
MTL-1	STANDING SEAM METAL ROOF
SDG-1	BOARD AND BATTEN SIDING



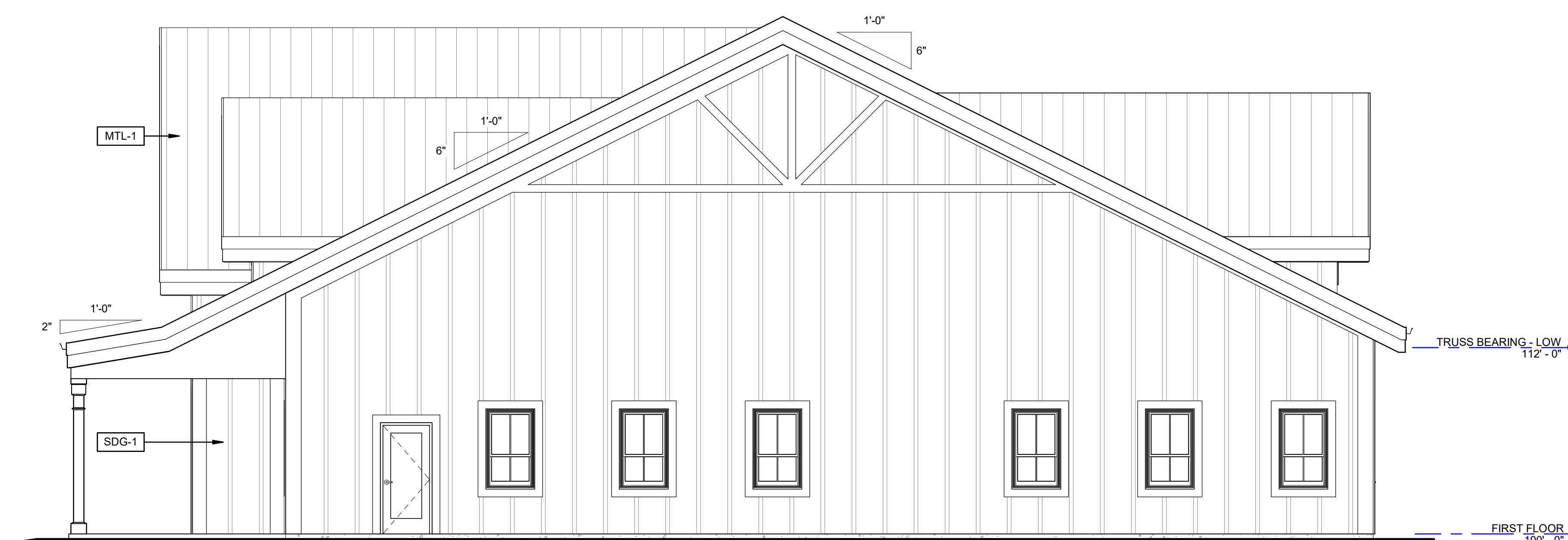
WEST EXTERIOR ELEVATION - OPTION 1

 $\frac{3}{16}'' = 1'-0''$ 

EAST EXTERIOR ELEVATION - OPTION 1

 $\frac{3}{16}'' = 1'-0''$ 

NORTH EXTERIOR ELEVATION - OPTION 1

 $\frac{3}{16}'' = 1'-0''$ 

SOUTH EXTERIOR ELEVATION - OPTION 1

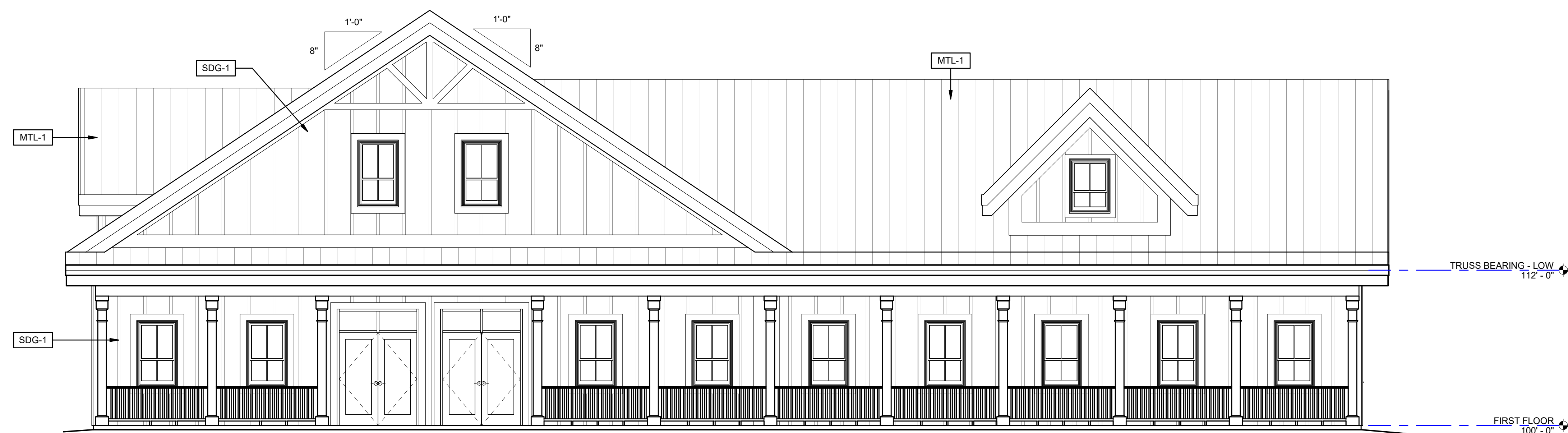
 $\frac{3}{16}'' = 1'-0''$ 

SISTER BAY ADMIN BUILDING - OPTION B
EXTERIOR ELEVATIONS - OPTION 1



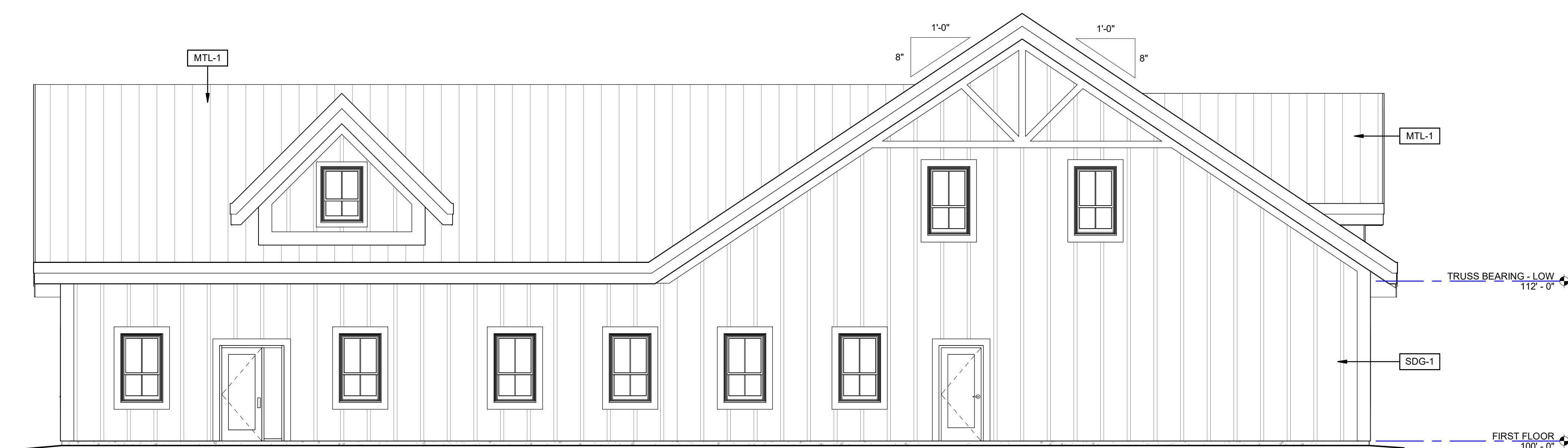
NOVEMBER 19, 2024

EXTERIOR MATERIALS LEGEND	
MTL-1	STANDING SEAM METAL ROOF
SDG-1	BOARD AND BATTEN SIDING



WEST EXTERIOR ELEVATION - OPTION 2

3/16" = 1'-0"



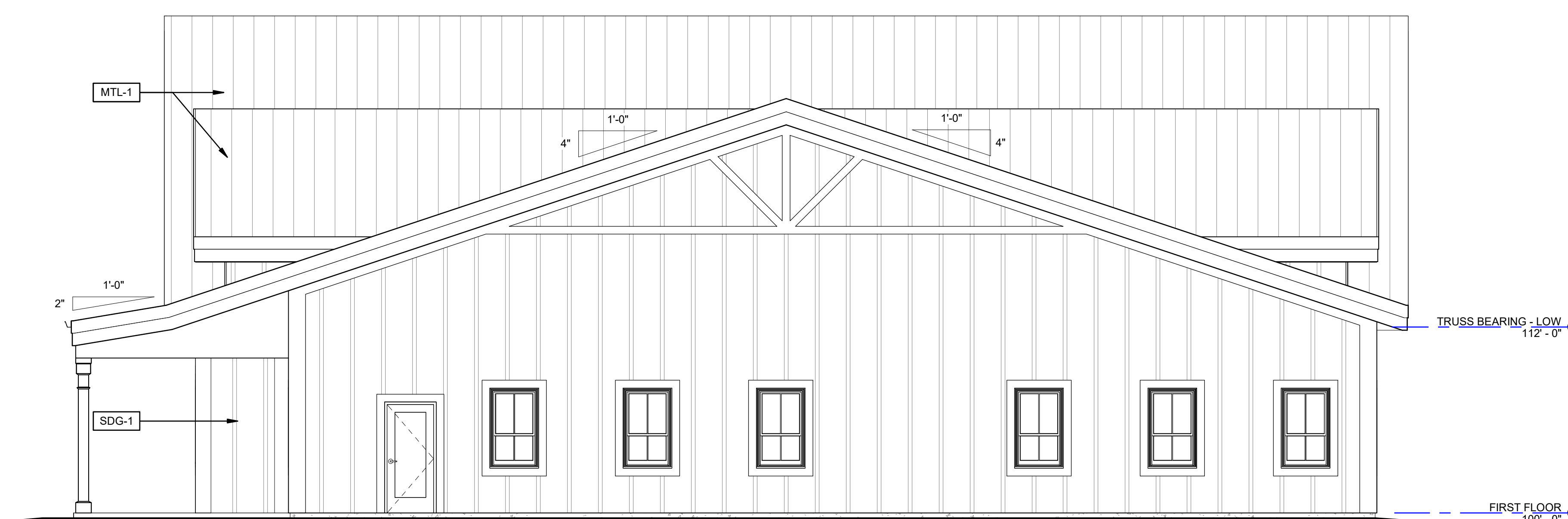
EAST EXTERIOR ELEVATION - OPTION 2

3/16" = 1'-0"



NORTH EXTERIOR ELEVATION - OPTION 2

3/16" = 1'-0"



SOUTH EXTERIOR ELEVATION - OPTION 2

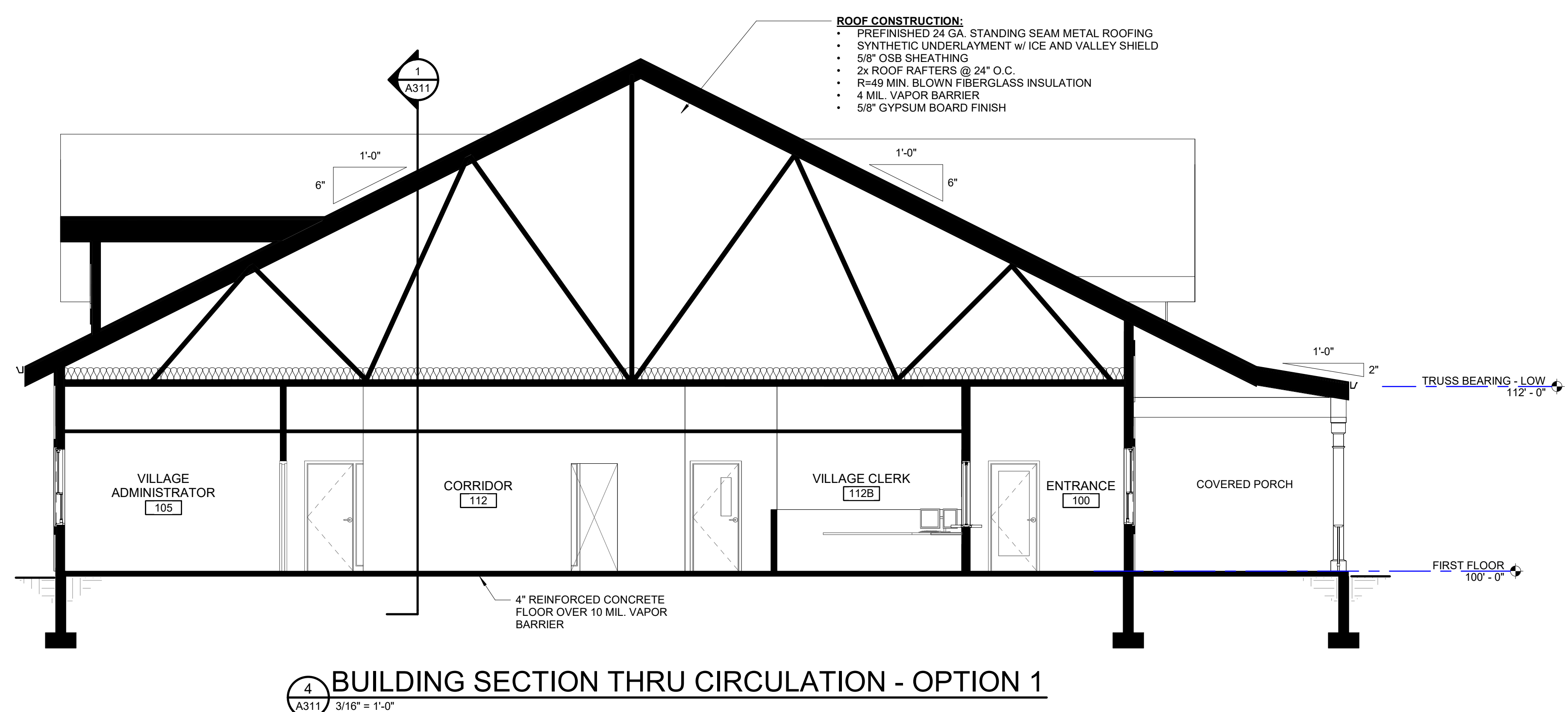
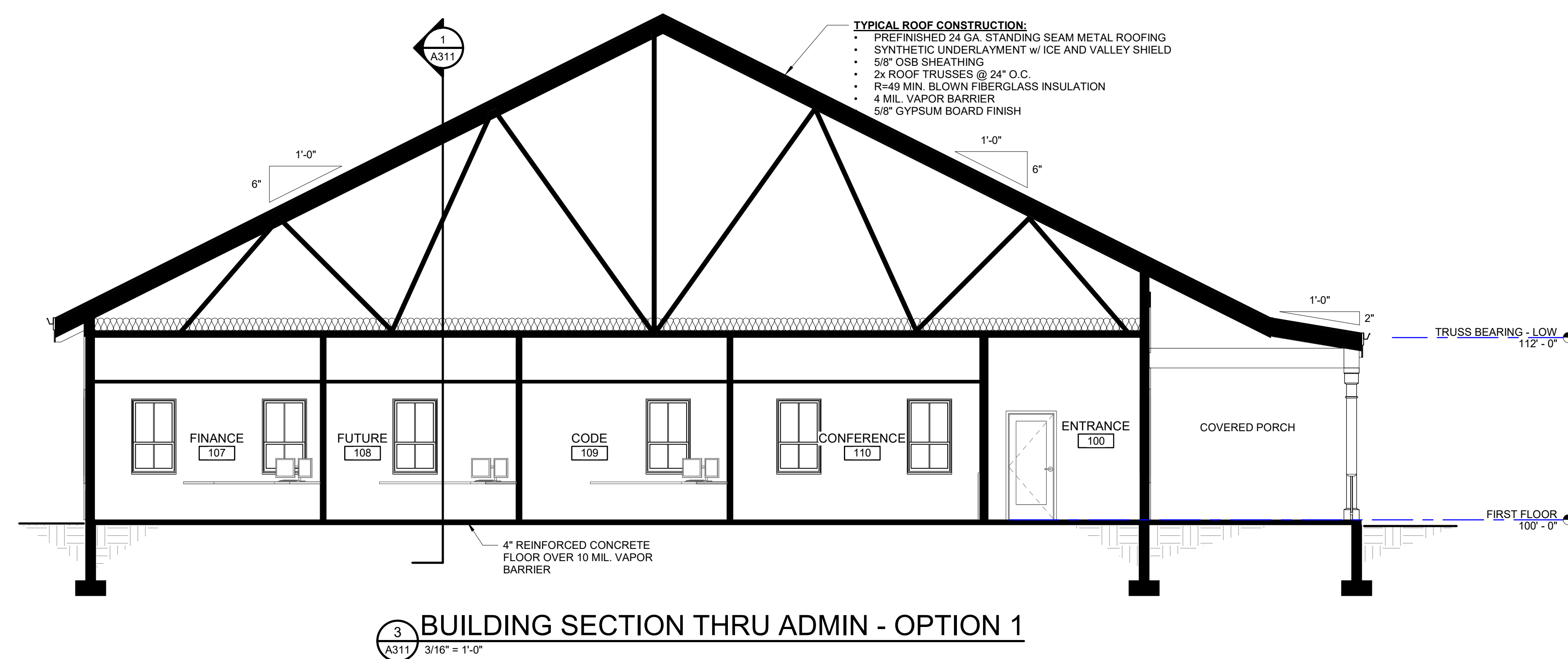
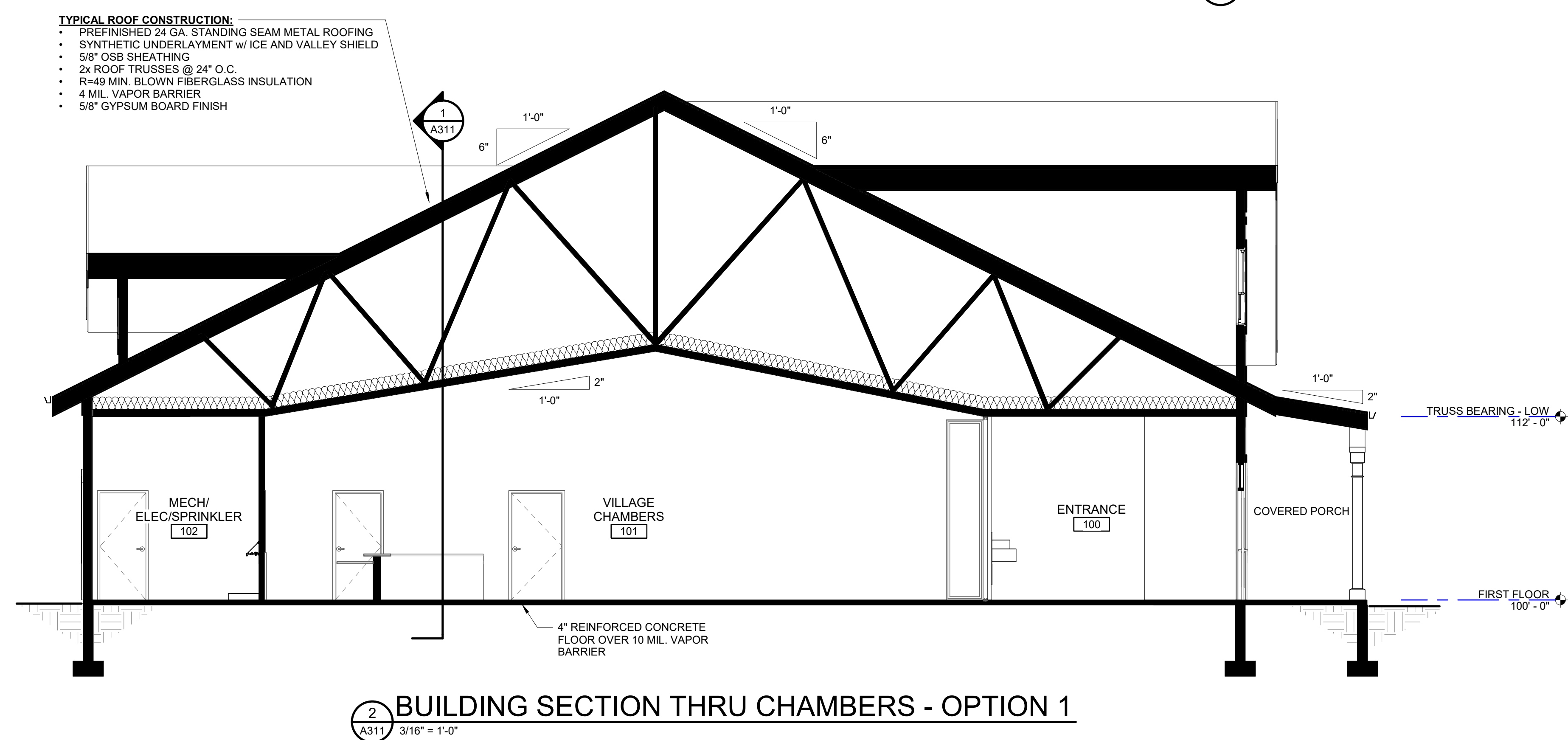
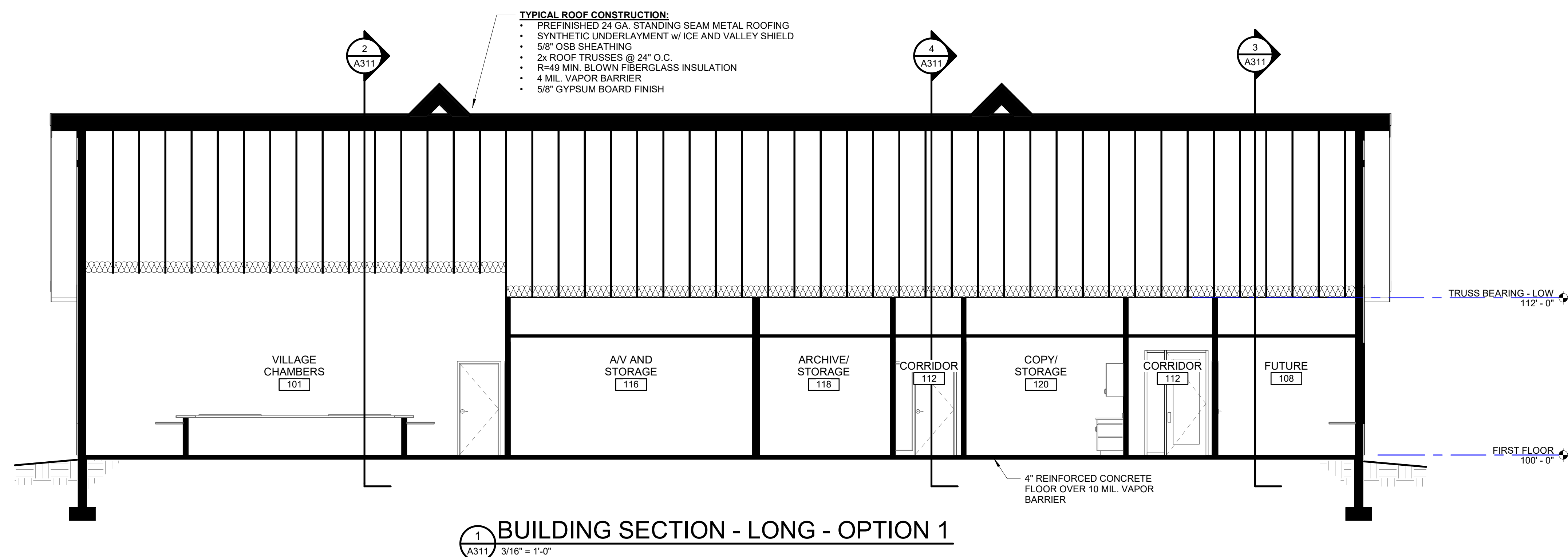
3/16" = 1'-0"



SISTER BAY ADMIN BUILDING - OPTION B
EXTERIOR ELEVATIONS - OPTION 2

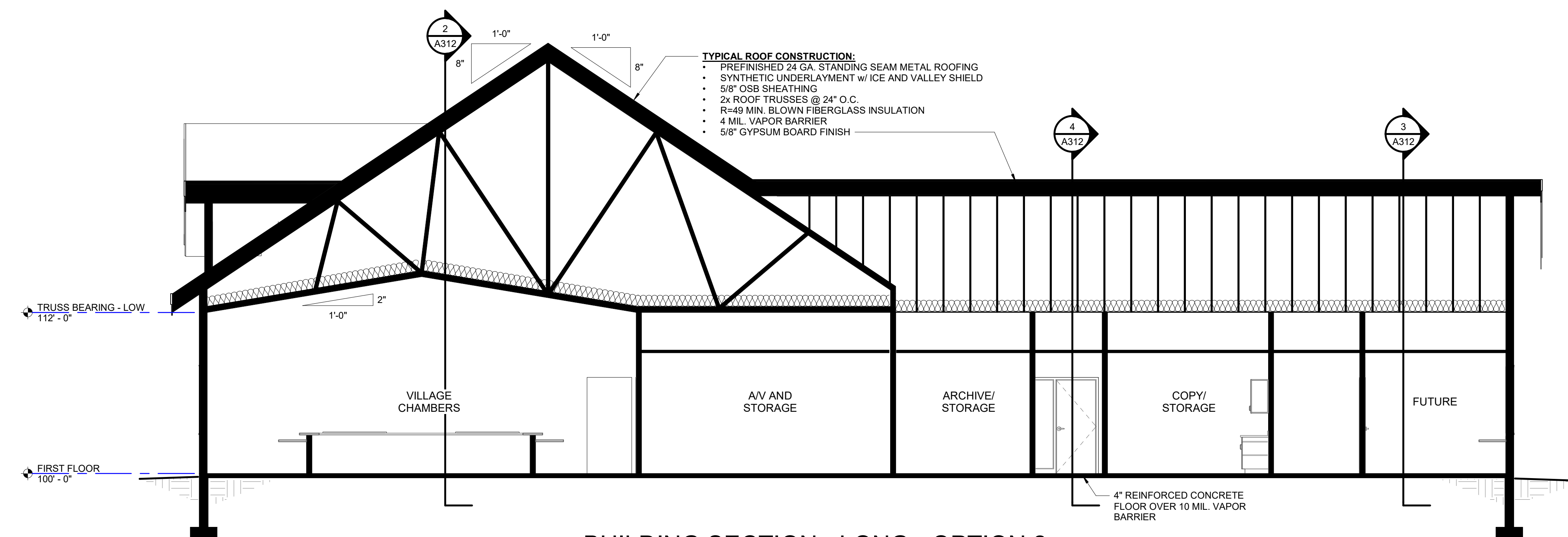


NOVEMBER 19, 2024



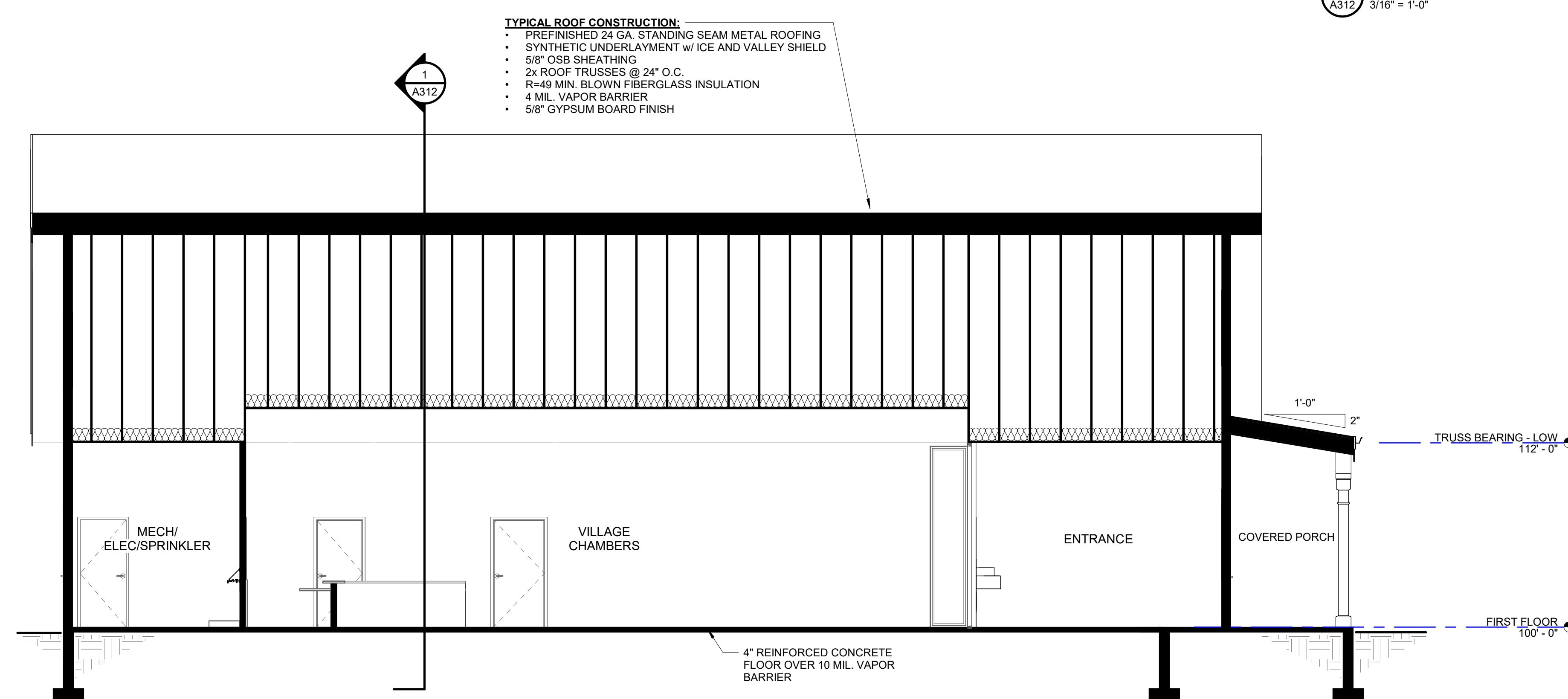
SISTER BAY ADMIN BUILDING - OPTION B
BUILDING SECTIONS - OPTION 1

NOVEMBER 19, 2024



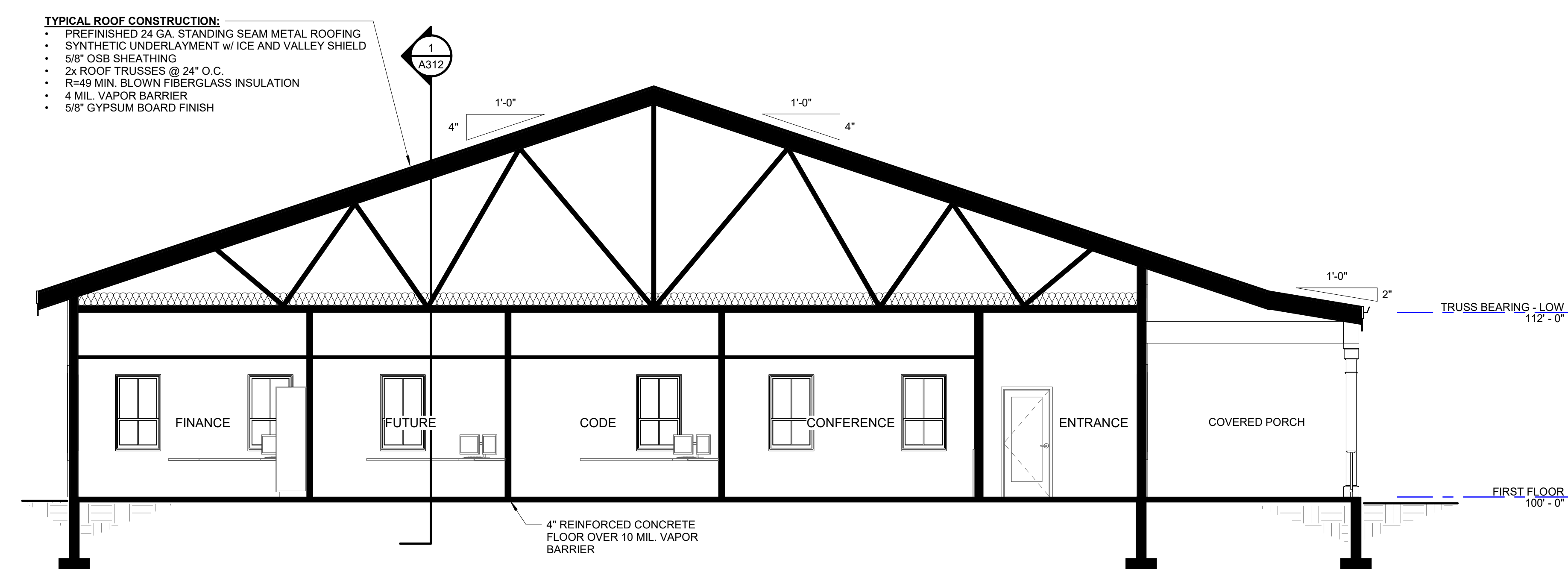
1
A312 3/16\" = 1'-0"

BUILDING SECTION - LONG - OPTION 2



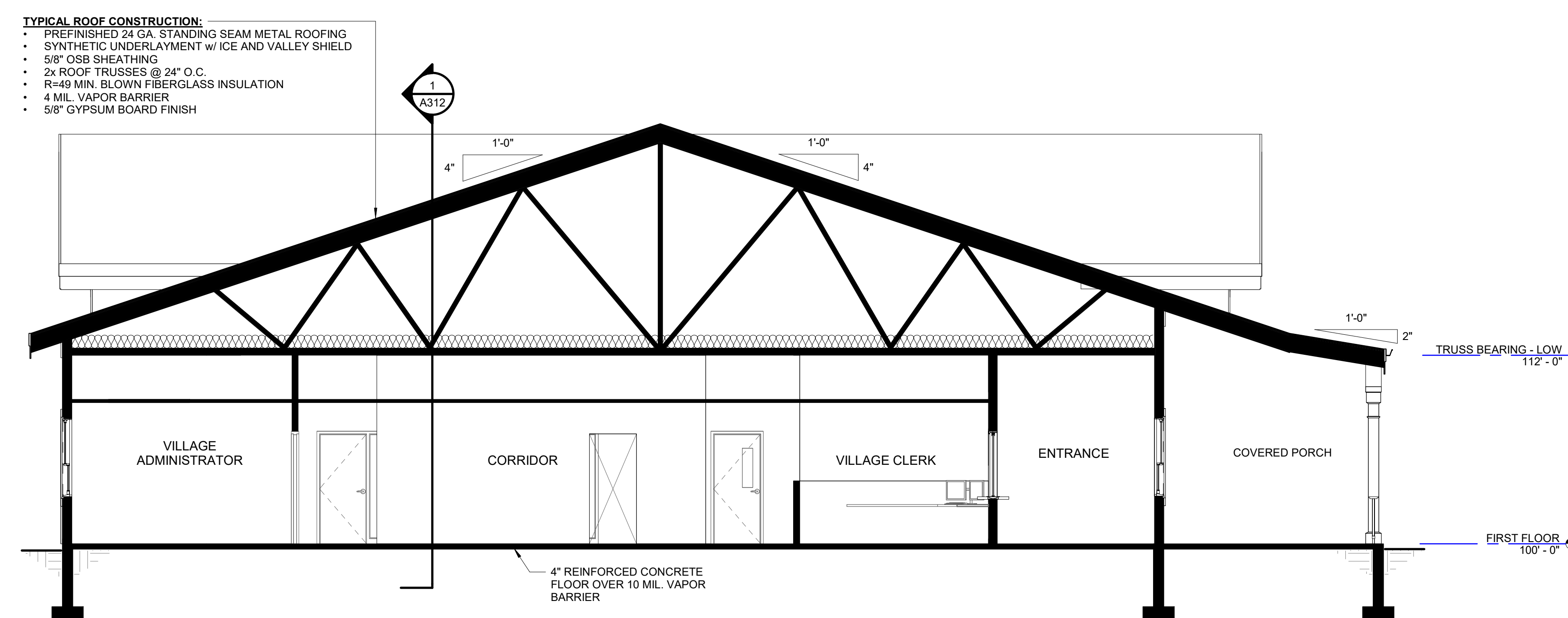
2
A312 3/16\" = 1'-0"

BUILDING SECTION THRU CHAMBERS - OPTION 2



3
A312 3/16\" = 1'-0"

BUILDING SECTION THRU ADMIN - OPTION 2



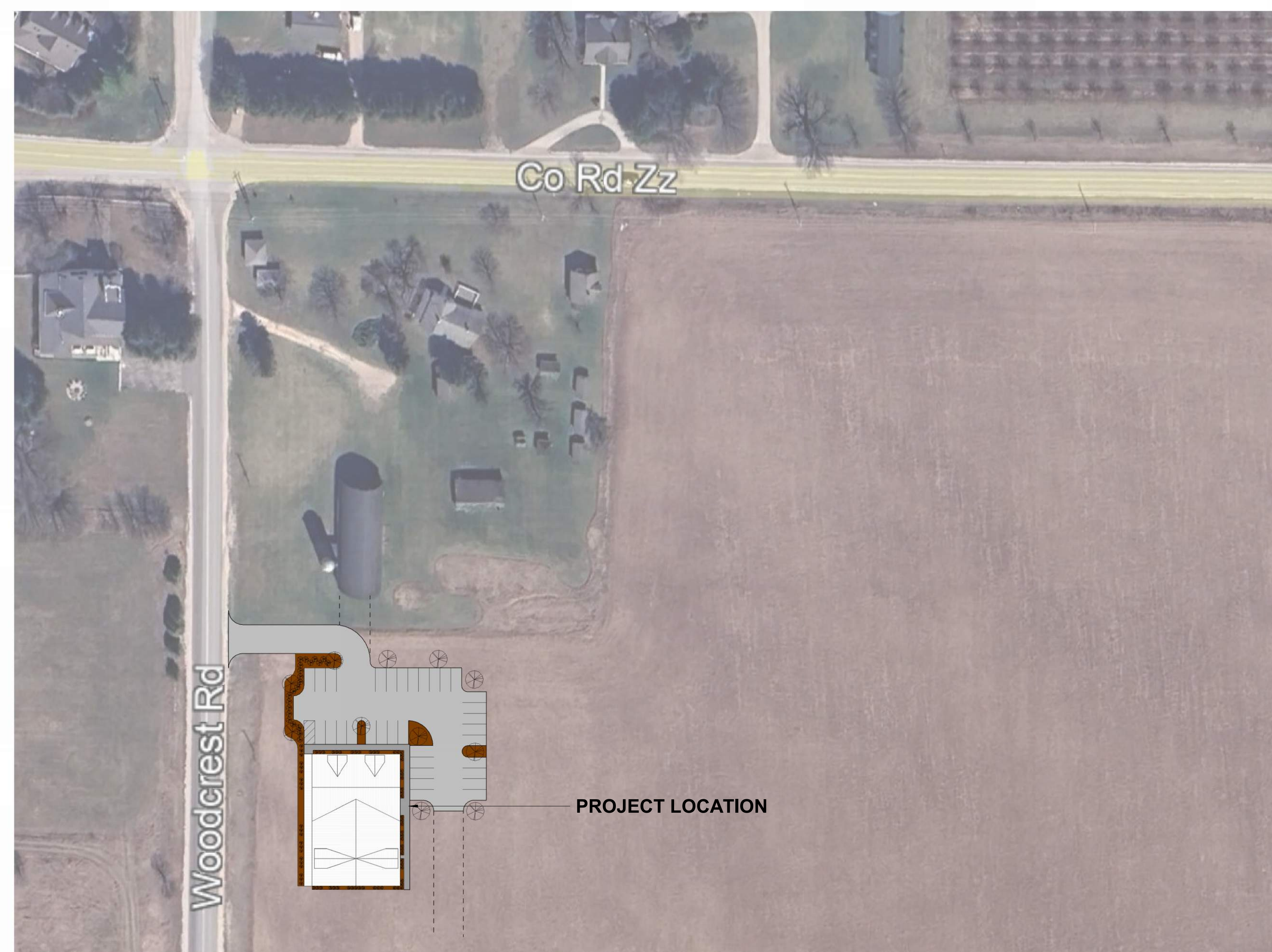
4
A312 3/16\" = 1'-0"

BUILDING SECTION THRU CIRCULATION - OPTION 2



SISTER BAY ADMIN BUILDING - OPTION B
BUILDING SECTIONS - OPTION 2

NOVEMBER 19 2024



OVERALL CONCEPTUAL
ARCHITECTURAL SITE PLAN

1" = 60'-0"



0 30' - 0" 60' - 0" 120' - 0"
SCALE - FT.



ENLARGED CONCEPTUAL
ARCHITECTURAL SITE PLAN

1" = 20'-0"



0 10' - 0" 20' - 0" 40' - 0"
SCALE - FT.

PARKING LOT REQUIREMENTS:
EMPLOYEE STALLS = 7
ONE SPACE PER 3 CHAIRS = 25

PROVIDED:
32 PARKING SPACES + 1 ADA PARKING SPACE

INTERIOR LANDSCAPE ISLAND REQUIREMENTS:
5% OF PARKING LOT TO BE INTERIOR LANDSCAPE ISLANDS

PROVIDED:
12,824 SF TOTAL PARKING LOT
646 SF INTERIOR ISLANDS = 5.0% INTERIOR LANDSCAPE AREA



SISTER BAY ADMIN BUILDING - OPTION C
ARCHITECTURAL SITE PLAN



NOVEMBER 19, 2024

BUILDING CONCEPTS & STATISTICS

BUILDING FOOTPRINT = 7,244 SF
PORCH = 1,041 SF
TOTAL SQUARE FOOTAGE = 8,285 SF

BUILDING CONSTRUCTION CONCEPT:

FIRE PROTECTION:
BUILDING IS TO BE FULLY SPRINKLERED - DRY SYSTEM IN ATTIC SPACES

- ROOF:**
- PREFINISHED 24 GA. STANDING SEAM METAL ROOFING
 - SYNTHETIC UNDERLAYMENT w/ ICE AND VALLEY SHIELD
 - 5/8" OSB SHEATHING
 - WOOD TRUSSES AT 24" O.C.
 - R=49 MIN. BLOWN FIBERGLASS INSULATION
 - 4 MIL. VAPOR BARRIER
 - 5/8" GYPSUM BOARD FINISH
 - PROVIDE RAISED BOTTOM CHORD TRUSSES OVER VILLAGE CHAMBERS
 - PROVIDE RAFTERED ROOF OVER CENTER CIRCULATION SPACE

- WALLS:**
- BOARD AND BATTEN SIDING - DESIGN BASIS JAMES HARDIE
 - COMMERCIAL BUILDING WRAP
 - 7/16" OSB SHEATHING
 - 2x STUD FRAMING AT 16" O.C.
 - 6" R=21 FIBERGLASS BATT INSULATION
 - 4 MIL. VAPOR BARRIER
 - 5/8" GYPSUM BOARD FINISH

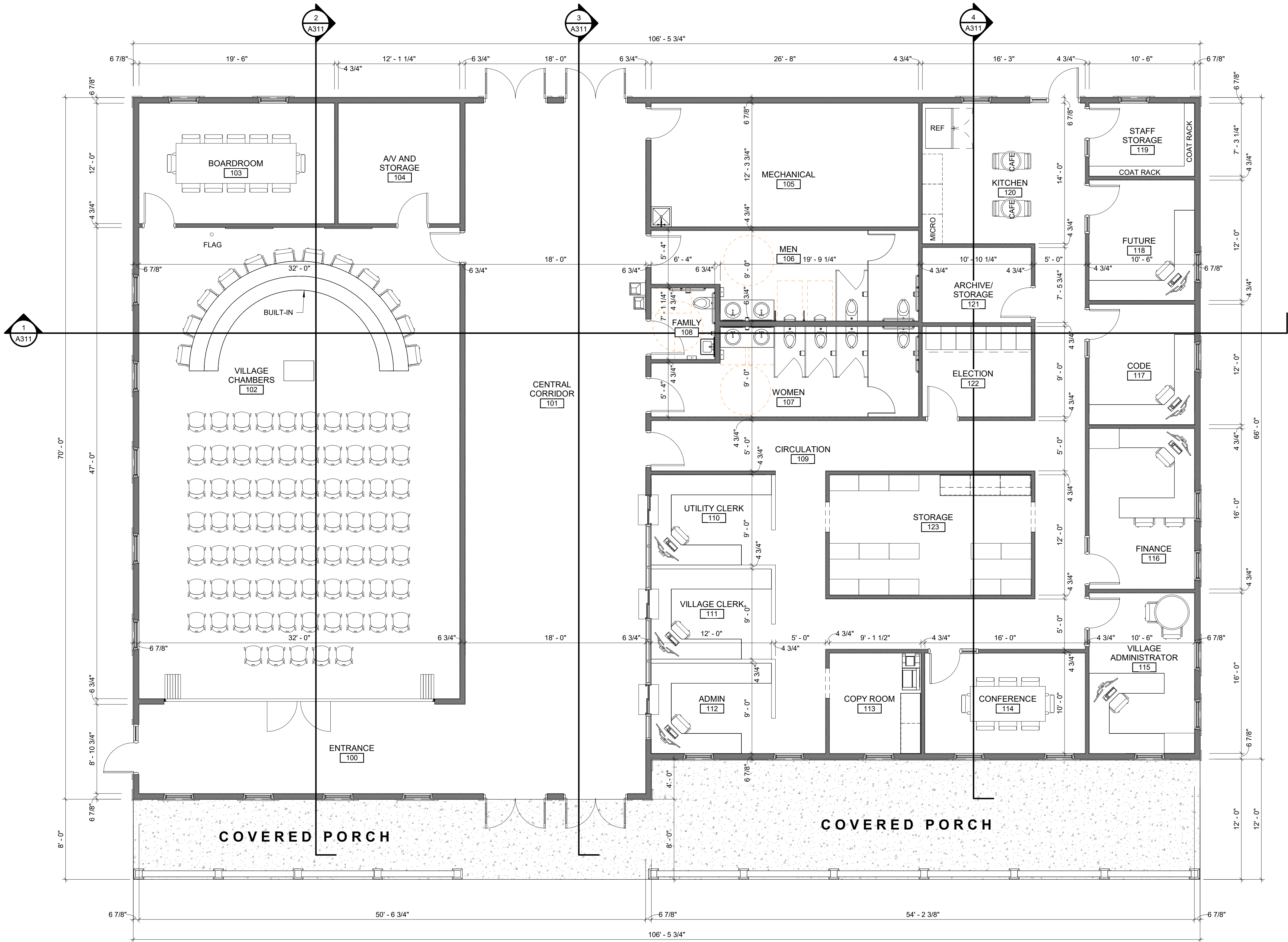
- WINDOWS:**
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 - CIRCULATION - POLISHED CONCRETE
 - ALL ROOMS TO RECEIVE (1) COAT PRIMER + (2) EGG SHELL LATEX

- SYSTEMS NOTES:**
- PROVIDE CENTRAL VACUUM SYSTEM



FIRST FLOOR PLAN NORTH
3/16" = 1'-0"



SISTER BAY ADMIN BUILDING - OPTION C
FIRST FLOOR PLAN



NOVEMBER 19, 2024

EXTERIOR MATERIALS LEGEND	
MTL-1	STANDING SEAM METAL ROOF
SDG-1	BOARD AND BATTEN SIDING



WEST EXTERIOR ELEVATION

3/16" = 1'-0"



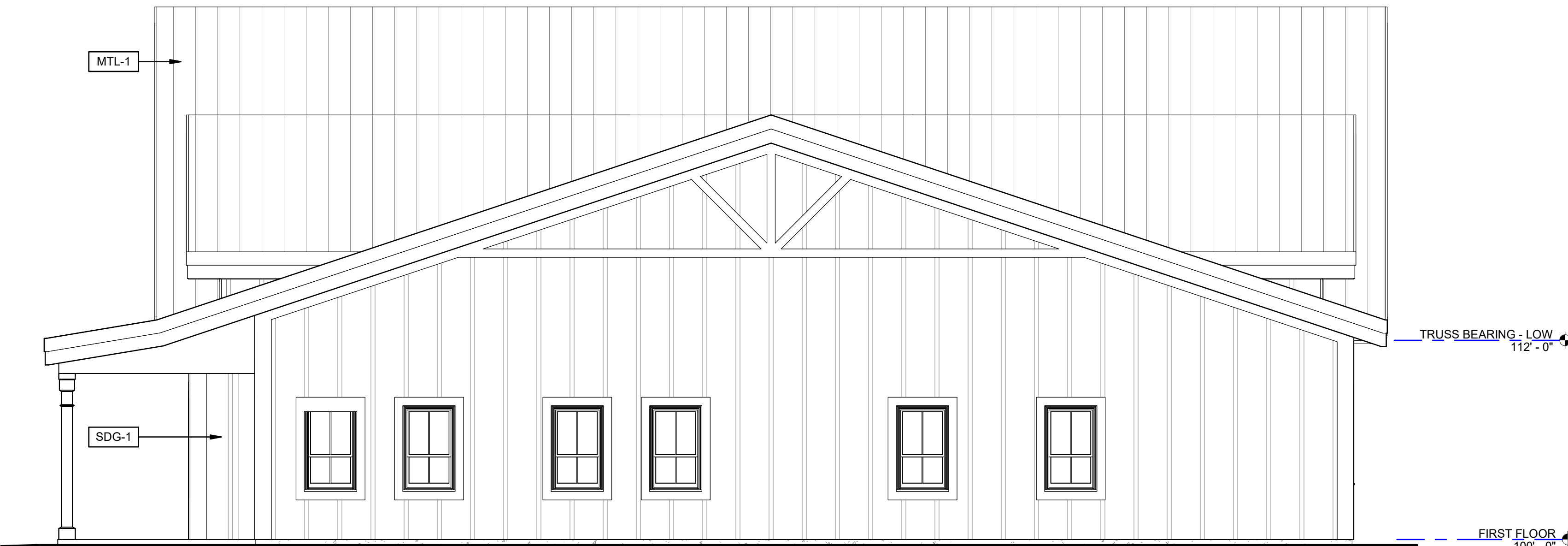
EAST EXTERIOR ELEVATION

3/16" = 1'-0"



NORTH EXTERIOR ELEVATION

3/16" = 1'-0"



SOUTH EXTERIOR ELEVATION

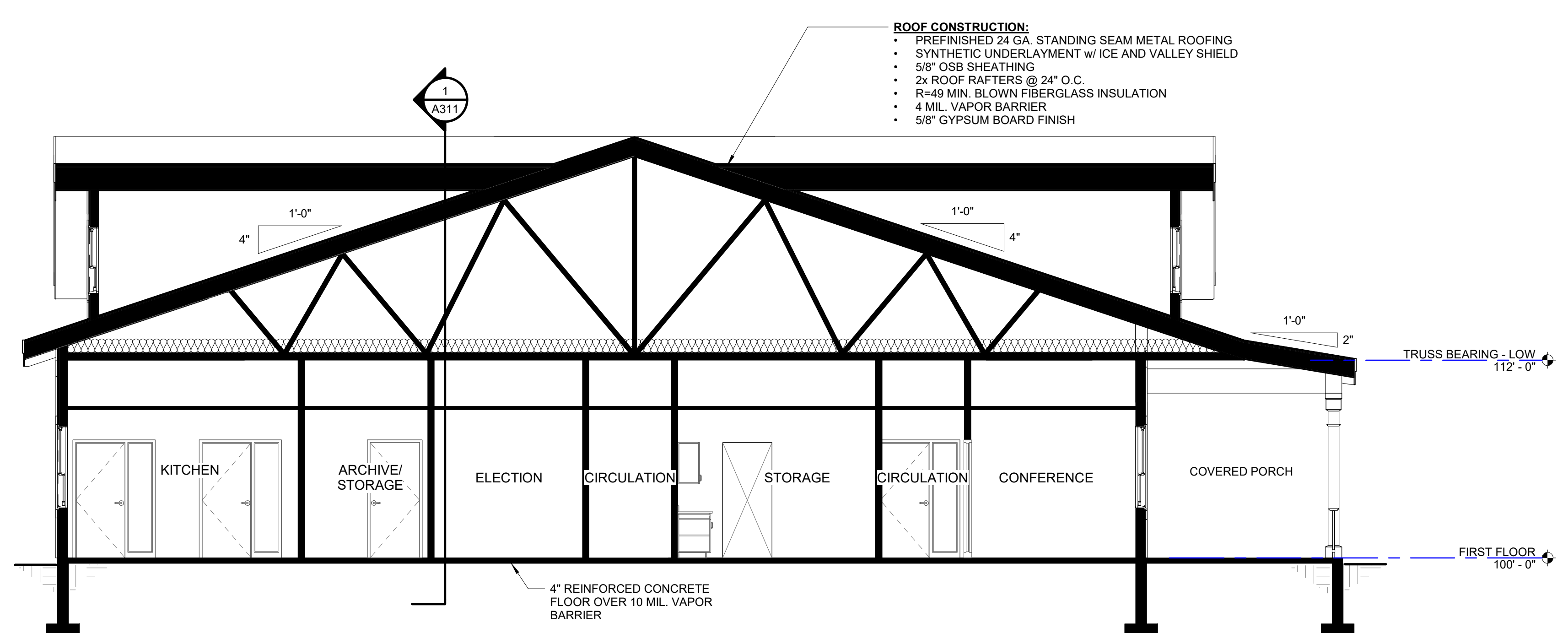
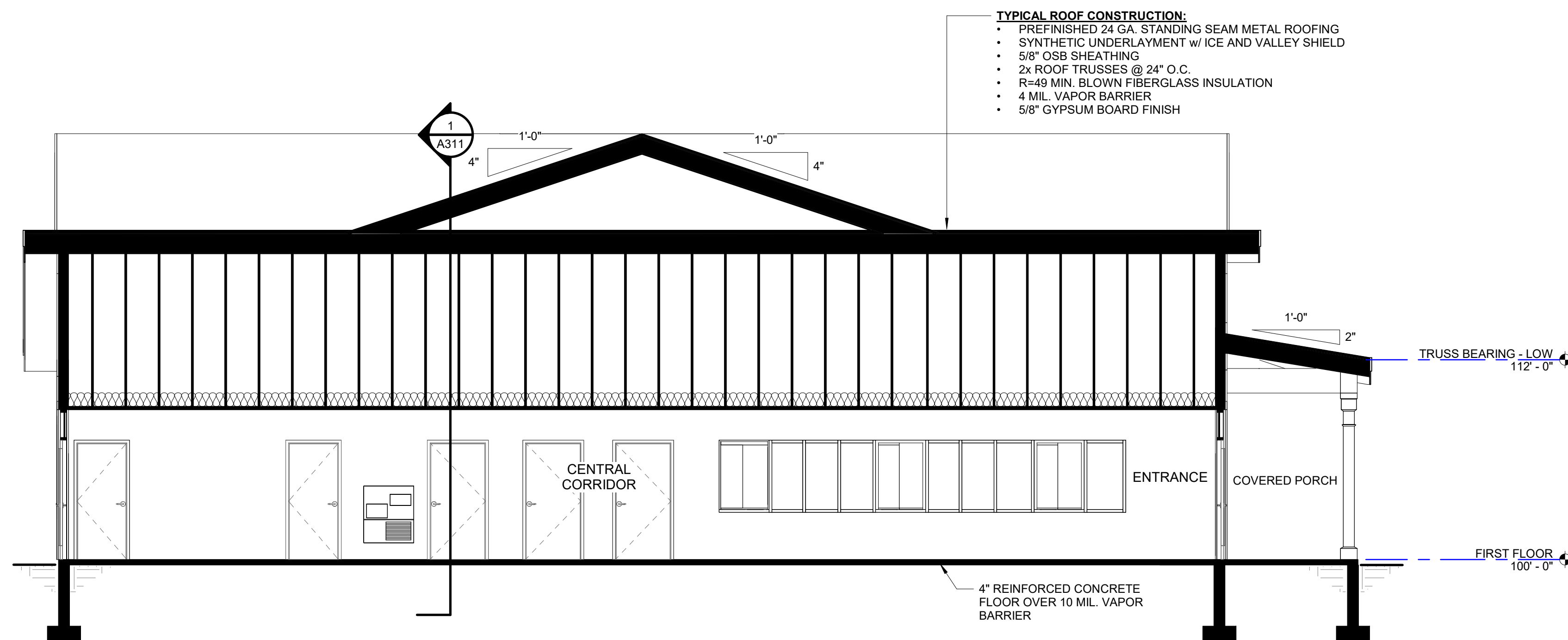
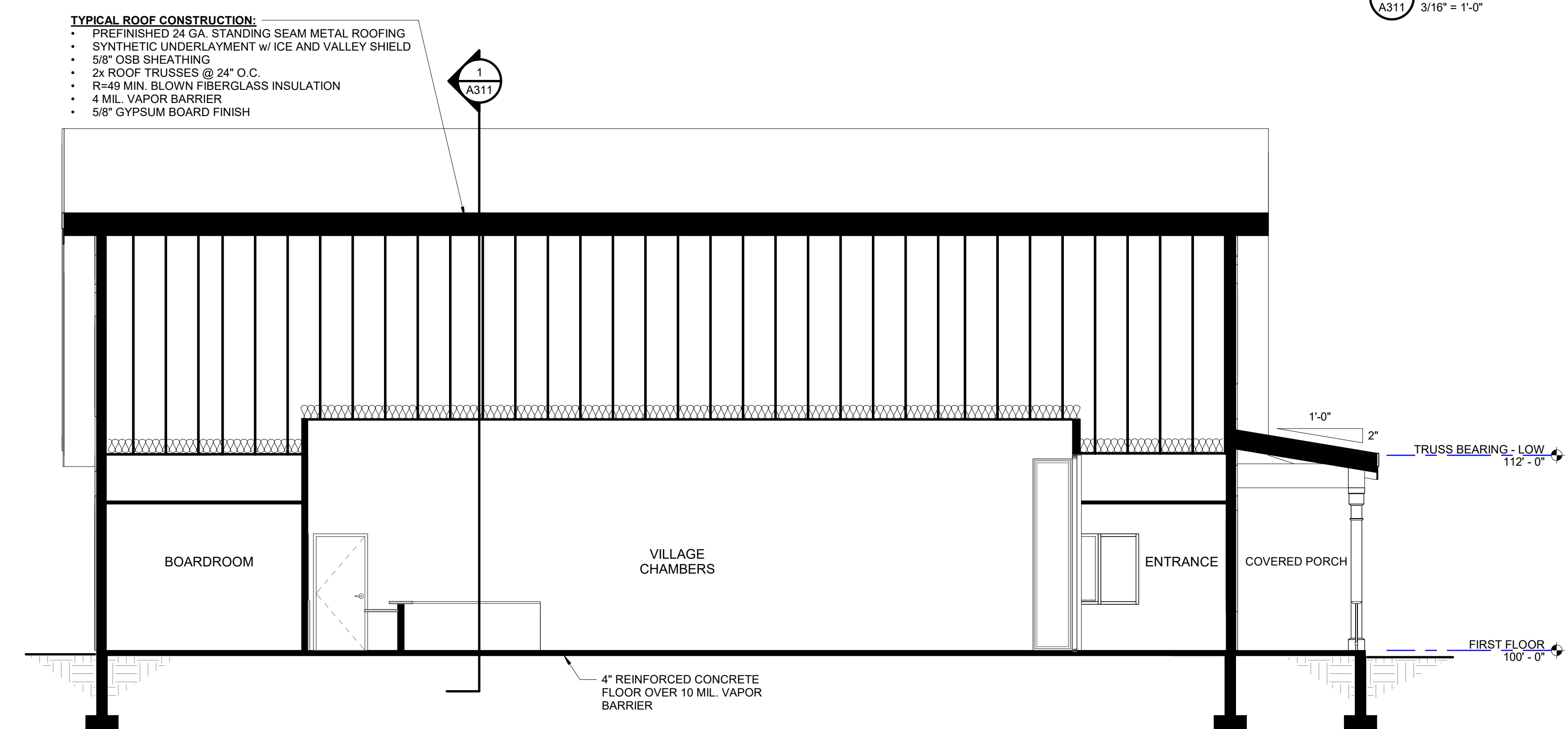
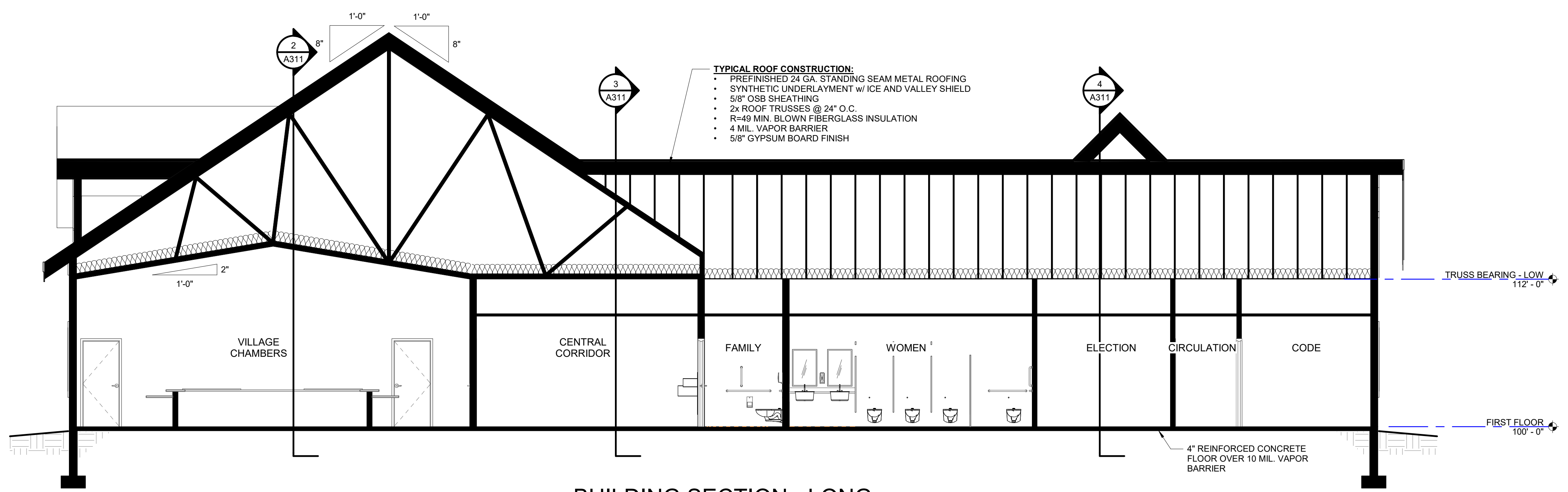
3/16" = 1'-0"



SISTER BAY ADMIN BUILDING - OPTION C
EXTERIOR ELEVATIONS



NOVEMBER 19, 2024



SISTER BAY ADMIN BUILDING - OPTION C
BUILDING SECTIONS



AGENDA ITEM 8b

Ice Rink; Friends Group Update



STAFF REPORT – ICE RINK UPDATE

Date: November 19, 2024

Board/Committee: Village Board

Re Friends of the Ice Rink Update

Author: Julie A. Schmelzer, Village Administrator

Previously the Board asked for an update on the ice rink project. A member of the *Friends of the Ice Rink* will be present to provide a report.

AGENDA ITEM 8c

Development Agreement; Stollenwerk;
Aquatics Facility; Highway 57



STAFF REPORT – AQUATICS CENTER

Date: November 19, 2024

Board/Committee: Village Board

Re: New Aquatics Facility

Author: Julie A. Schmelzer, Village Administrator

Rachel Stollenwerk has proposed building an aquatics facility along Highway 57, just north of the *The Patio*. The Plan Commission has recommended approval of this project and Development Agreement (attached).

Due to the volume of pages of plans for this project, the plans have not been added to the meeting packet, but can be found here:

<https://storage.googleapis.com/juniper-media-library/57/2024/11/Stollenwerk%20Building%20Plan%20Set.pdf>

**DEVELOPMENT AGREEMENT
FOR VILLAGE OF SISTER BAY PARCEL NO. 181-00-08312813H
State Highway 57
(Property Owner: PCI Holdings, LLC)**

THIS AGREEMENT made this 19th day of November, 2024, between PCI Holdings, LLC ("the Developer") and the Village of Sister Bay in the County of Door and the State of Wisconsin ("the Village").

WHEREAS, the Developer is the owner of Village of Sister Bay Parcel No. 181-00-08312813H, located along State Highway 57 ("the Property"); and,

WHEREAS, the Developer plans to build Phase 1 of an Aquatics Facility on the site ("the Development"); and,

WHEREAS, the Property is presently zoned B-1 (General Business), and the previously mentioned Development is allowed in that District; and,

WHEREAS, this Agreement is required in order to implement the Village's Zoning Ordinance; and,

WHEREAS, the Developer agrees to develop the Property as herein described in accord with this Agreement, the conditions established by the Village Plan Commission and Village Board, the conditions of certain agencies and individuals in the County, all Village Ordinances, and all laws and regulations governing said Development; and,

WHEREAS, the parties mutually desire to establish fair and reasonable terms, conditions and requirements established by the Village for development/change of use of the Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT**SECTION 1. VILLAGE APPROVALS:**

1. The Developer agrees to construct an aquatics facility and develop the site, and make improvements to the site, as represented on the various attachments listed below as approved by the Plan Commission and the Village Board. If Village officials determine that the plans are not being complied with or determine that unpermitted modifications have been made to the building(s), after-the-fact permit fees will be imposed. If the modifications are not compliant with the provisions of the Zoning Code the Developer may be required to remove them. The Village acknowledges that the exact location of interior walls and room sizes may vary from the attached drawings, but changes that warrant additional parking will need Plan Commission approval. Further, if all improvements are not made by **November 19th, 2026**, this Development Agreement shall be void and minimum assessed value payments (the equivalent of the Village portion of real estate taxes based upon the value of the structure delineated on the Zoning/Building Permit which would be assessed had the project been completed), will be required.
 - a) The site, drainage, parking, bike rack location, landscaping plans, propane tank and dumpster locations and how they will be screened, all plans of which were reviewed at the October 22, 2024 meeting of the Plan Commission; the landscaping plan edited per the Commission's October 22, 2024 request to add more shrubbery; and all approved at the November 19th, 2024, meeting of the Village Board.
 - b) The building elevation drawings, and floor plan, as approved at the October 22, 2024 meeting of the Plan Commission.
 - c) The lighting plan as reviewed by the Plan Commission on October 22, 2024, but revised at the meeting to guarantee no exterior light shall exceed 3000k; all lights shall be on a timer and not remain on after or before business hours; motion detection lights are allowed on the building, should the owner want them, but they too are limited to 3000k; the color of the light fixtures shall be up to the owner.
 - d) Approved building materials and colors are per the plans reviewed and approved at the October 22, 2024, meeting of the Plan Commission.
 - e) The access is approved as shown on the civil site plan reviewed and approved, as edited, at the October 22, 2024, meeting of the Plan Commission. However, Developer agrees that, if the village opts to locate a road along the north boundary of the property, PCI Holdings, LLC will be required to move the access from the state highway to the village road; Plan Commission review and approval will be required, as will a driveway permit.
 - f) No approvals have been given for a sign. All signs must comply with Chapter 66.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

The Developer makes the following representations and warranties. The Village may rely upon those representations and warranties when entering into this and all other agreements with the Developer, and also may rely on them when granting approvals, permits and licenses for the Development:

1. The Developer represents a legally incorporated or organized company, duly organized and existing in good standing under the laws of the State of Wisconsin.
2. There are no lawsuits filed or pending, or to the knowledge of the Developer, threatened against the Limited Liability Company that may in any way jeopardize or materially and adversely affect the ability to perform the obligations hereunder.

3. The Developer has, at this time, and will have so long as this Development Agreement continues in effect, project-financing commitments sufficient to provide available funds for the completion of the obligations under this Development Agreement.
4. The Developer represents that it will make an effort to seek bids from Door County contractors and building material suppliers to construct the improvements on the property and will appropriate bidding laws as governed by the State of Wisconsin.

SECTION 3. PROJECT PHASING:

1. The Developer acknowledges that the Zoning Permit is only valid for the period specified elsewhere in this Agreement (**November 19, 2026**).
2. The Developer acknowledges that the time period for a Building Permit is under the control of the Building Inspector.
3. The Developer acknowledges that the total Development will be completed by **November 19, 2026**.

SECTION 4. OCCUPANCY PERMITS:

It is expressly understood and agreed that no Occupancy Permits or Certificates of Compliance for the Development will be issued unless and until the Village has determined that:

- a) The terms of Sections 1, 2 and 3 of this Agreement have been satisfied. Notwithstanding the foregoing, the Village will grant and issue Occupancy Permits for the Development when completed.
- b) The Developer has paid all permit fees, impact fees, and connection fees in full and has reimbursed the Village for administrative costs as required and in effect at the time of this agreement.
- c) All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the development and disposed of lawfully.
- d) The Developer is not in material default on any aspect of this Agreement.
- e) The site grading and construction of surface and storm water drainage facilities required to serve the development are completed, are connected with an operating system as required herein, are cleaned as needed, and have been accepted by the Village Board.
- f) As a condition for issuance of Occupancy Permits all aspects of the Development must be in compliance with any and all applicable Fire and Building Codes, as well as all applicable Codes and regulations, including "as-builts".
- g) A Certificate of Compliance verifying compliance with this Development Agreement cannot be issued until the Developer has demonstrated compliance with this Agreement and the Zoning Code.

SECTION 5. PRIVATE AND PUBLIC IMPROVEMENTS:

It is the intent that the Developer will construct and dedicate to the Village the specifically itemized public improvements listed below, if applicable. If the Village were to require any additional public improvements at a later date, the cost of such improvements would be reimbursed to the Developer for 100% percent of such costs incurred, either directly or from the proceeds of a TIF.

A. PUBLIC STREETS/ROADS:

The Developer hereby agrees that:

- 1
2 1. Developer will be responsible for any damage to the public streets/roads utilized during site
3 preparation and construction of the development. The Developer may choose to walk the affected
4 streets or roads with the Village's Parks and Streets Director and videotape the street/road
5 condition(s) to avoid dispute and potential litigation regarding the required street/road repair(s). It
6 is the responsibility of the Developer to organize such walk. The Village reserves the right to
7 designate which streets or roads shall be avoided during the land disturbance phase and during
8 development.
9

10 **B. SURFACE AND STORM WATER DRAINAGE:**

11 The Developer hereby agrees that:

- 12
13 1. Prior to the start of construction of the Development, the Developer shall provide to the Village
14 written certification from its Engineer that all surface and storm water drainage facilities and
15 erosion control plans are in conformance with all federal, state, county and Village regulations,
16 guidelines, specifications, laws and ordinances, and provide written proof that the Village's
17 Engineer has reviewed and approved said plans. The cost of any review by the Village's Engineer
18 shall be paid by the Developer.
19
20 2. The Developer agrees that the site grading and construction of surface and storm water drainage
21 facilities for the Property must be completed and accepted by the Village before Occupancy Permits
22 and Certificates of Compliance are issued. The Village will not accept the surface and storm water
23 drainage system until the entire system is installed in accord with the previously mentioned plans
24 and specifications, and the system meets the satisfaction of the Village Administrator, Parks and
25 Streets Director, and the Village's Engineer.
26
27 3. The Village retains the right to require the Developer to install additional surface and storm water
28 drainage measures if it is determined by the Village's Engineer that the original surface and storm
29 water drainage plan as designed and/or constructed does not provide reasonable storm water
30 drainage within the Development. Said additional measures shall be paid by the Developer.
31

32 **C. GRADING, EROSION AND SILT CONTROL:**

33 The Developer hereby agrees that:

- 34
35 1. The Developer will cause all grading, excavation, open cuts, side slopes and other land surface
36 disturbances to be seeded and mulched, sodded or otherwise protected in such fashion that
37 erosion, siltation, sedimentation and washing are prevented in accord with the plans and
38 specifications reviewed and approved by the Parks and Streets Director, Village's Engineer,
39 Wisconsin Department of Transportation, the Wisconsin Department of Natural Resources, and the
40 Army Corps of Engineers, if applicable.
41

42 **D. LANDSCAPING AND SITE WORK:**

43 The Developer hereby agrees that:

- 44
45 1. Developer will preserve to the maximum reasonable extent possible existing trees, shrubbery,
46 vines, and grasses not actually lying on the public streets, drainage ways, building foundation sites,
47 private driveways, soil absorption waste disposal areas, paths and trails by use of sound
48 conservation practices.
49

2. The Developer will be required to remove and lawfully dispose of building foundation materials, if applicable, destroyed trees, brush, tree trunks, shrubs and other natural growth as well as all rubbish. The Village will require the Developer's contractor, who is responsible for the debris, to clean up the same and recycle all material or dispose of it at a local recycling facility. Specific construction debris which shall be recycled will include, but not be limited to lumber, aluminum, pallets, shingles and cardboard. **The Developer will have sole responsibility for cleaning up debris that has blown from the building(s) under construction. The Developer and/or subject contractor shall clean up the debris within four (4) hours after receiving a notice from the Village. If the notification is received after normal business hours, the Developer shall have until 10:00 AM the next business day to remove the debris, or within twelve (12) hours if the notice is provided on a weekend or holiday.** If, after notification, the debris is not cleaned up in the specified time period, the Village will do so at the Developer's and/or subject contractor's expense.
3. Landscaping, construction of rain gardens, if applicable, and removal of unwanted items must be completed and certified as complete by the Village prior to the time that an Occupancy Permit or Certificate of Compliance are issued. Any plants, trees or other screening vegetation required by the Development Agreement must also be maintained and replaced while this Development Agreement is in effect. No approved landscaping shall be removed unless replaced with equivalent plantings. If, due to weather conditions or unforeseen circumstances it will be impossible for the Developer to install the required landscaping within the designated time period, the Developer must request an extension from the Village Administrator. If an extension is requested, the Developer shall provide a sufficient amount of funds to cover the related costs. (In order to determine the sufficient amount of funds that will be required, the developer may submit an estimate from their landscaping company, which the Village Administrator will review for reasonableness, or the Village Administrator may present the previously mentioned landscaping plan to a representative of a Door County landscaping firm and request a written estimate for the required work.) The Developer will be provided a copy of the estimate as soon as it is available, and the required funds – the cost of the estimate plus a 10% contingency, will be held in an escrow account to be maintained by the Village for the express purpose of seeing that the required landscaping is completed in as timely a fashion as possible. Failure to complete the landscaping within the extended timeframe established by the Village Administrator shall be deemed a default of this Agreement and result in enforcement proceedings.
4. The Village has the right to trim and remove any foliage which would interfere with the safe operation and maintenance of the Village rights-of-way, including easements and drainage ways.

E. SIGNAGE, STREET SIGNS AND TRAFFIC CONTROL SIGNS:

The Developer hereby agrees that:

1. Business-related signage is not part of this approval and must be applied for separately. Further, any representation of business signage on the approved plans is representative only and is not approved as part of this Agreement.
2. All traffic control signs and street signs, as required by the Village, will be installed within three (3) working days of the placement of the first lift of asphalt, if applicable.

F. WATER MAIN AND SANITARY SEWER MAIN SYSTEM:

The Developer hereby agrees that water main and sanitary sewer main system improvements shall be constructed in accord with the following specifications and are subject to approval by the Village's Engineer. In addition, prior to connecting to the Village sewer and water system, the Developer shall contact the Utilities Director, so the Village is aware of the pending connection schedule.

- a) The Village of Sister Bay Engineering Design Manual dated June 18, 2008, or as revised thereafter.
- b) The Standard Specifications for Sewer and Water Construction in Wisconsin, Fifth Edition, March 1, 1988, as amended January 1, 1992, or as revised thereafter.
- c) The Wisconsin Construction Site Best Management Practice Handbook for Erosion Control.
- d) The State of Wisconsin, Department of Transportation Standard Specifications for Highway and Structure Construction, 1996 and supplemental specifications, or the most recent edition.

1. Prior to any further activity on the lot, the Developer shall enter into an agreement with the Village of Sister Bay Utilities Department and the Parks and Streets Department that pertains to the installation of off-site infrastructure (sewer, water, roadway) within the Village's right-of-way, if such infrastructure is necessary.
2. A Sewer and Water Plan must be submitted to the Village's Utilities Department which shows where every water main and every sewer main as well as every service lateral is located, and that plan must also depict the designated water meter locations. The Developer must also provide calculations which depict WSFU's (Water Supply Fixture Units) and DFU's (Drainage Fixture Units) for each metered location in order to enable the Utilities Department personnel to determine the applicable Impact and hook-up fees. The Developer must also install and connect its sanitary and water connections to the Village's system in accord with the plans and specifications on file in the Village Administration Office.
3. The Developer agrees to do all the public and private infrastructure construction in accord with the Village's various Codes, including but not limited to the Utility Code, the Land Division Code, and the Development Standards delineated on Exhibit B, which is attached to this document. Upon completion of all construction the Developer shall provide the Village with "as built" plans. The Developer agrees that all underground piping, regardless of type or location, shall be marked with locating wire according to accepted standards. The Developer agrees that all improvements within the public right-of-way or public easements will be inspected by Village Inspectors at the Developer's expense.
4. The Developer understands that the Village cannot be held liable should any public infrastructure work be needed on-site to service the Property that could disrupt landscaping, parking, stairs, electrical, retaining walls or other improvements.

G. EXISTING INFRASTRUCTURE

The Developer is responsible for the replacement of any infrastructure that is removed or damaged. The extent of the required work will be determined by the Village Board.

H. ADDITIONAL IMPROVEMENTS:

The Developer hereby agrees that if, at any time after plan approval and during construction, the Village's Engineer reasonably determines that modifications to the plans, including additional improvements such as additional drainage ways, erosion control measures, and surface and storm water management measures are necessary in the interest of public safety, or in order to comply with current laws or implementation of the original intent of the improvement plans, the Village is authorized to order the

Developer, at Developer's expense, to implement the same within the development area on the Property. If the Developer fails to construct the additional improvements within a reasonable time under the circumstances, the Village may cause such work to be carried out and will charge the Developer for the related costs.

SECTION 6. SITE SPECIFIC REQUIREMENTS (ALL MAY NOT BE APPLICABLE TO THIS PROJECT):

1. The Developer shall maintain continuous access around the building(s) and to any fire hydrants as required by the current Zoning Code and as directed by the Fire Department and Water Utility, and the Developer shall dedicate an easement for the water main(s) to the Village upon completion and acceptance of all required work. The Developer shall confirm the designated location of the main(s) and hydrants with the Sister Bay Water and Sewer Utility and the Sister Bay Liberty Grove Fire Department before installing any of that equipment. These approvals shall be obtained before any building construction starts, and the hydrant(s) shall be accepted and placed in service before any above ground building framing begins.
2. The Developer agrees to bury all electric, telephone and cable television lines from existing wooden poles or underground service to the building(s).
3. Per the Developer, the propane tank will have landscaping around it. The tank and line locations must also be registered with Door County officials.
4. Per the approved plans, dumpsters will be necessary for the Development. In accord with the Zoning Code, all dumpsters shall be screened from view from the public and serviced by an asphalt driveway or parking area within the parking lot. The location is as approved by the Plan Commission on October 22, 2024.
5. As per the requirements of §66.0710(b) of the Zoning Code the Village agrees that the general contractor working on the Development will be allowed a temporary construction sign on the Property equal to 24 square feet per side.

SECTION 7. ACCEPTANCE OF WORK AND DEDICATION:

When the Developer has completed the improvements herein required and has dedicated the same to the Village as set forth herein, the same shall be accepted by the Village Board if the improvements have been completed as required by this Agreement and as required by all federal, state, county or Village guidelines, specifications, regulations, laws and ordinances and have been approved by the Village's Engineer.

SECTION 8. APPROVAL BY VILLAGE NOT TO BE DEEMED A WAIVER:

The ultimate responsibility for the proper design and installation of streets, water facilities, drainage facilities, ditches, landscaping and all other improvements, if required by this Agreement, are upon the Developer. The fact that the Village or its Engineer, attorney, or its staff may approve a specific project shall not constitute a waiver or relieve the Developer from the ultimate responsibility for the design, performance and function of the Development and related infrastructure based on the conditions at the time of installation.

SECTION 9. SETBACK AGREEMENT: N.A.

SECTION 10. DEVELOPER'S GUARANTEES OF IMPROVEMENTS: N.A.

SECTION 11. VILLAGE RESPONSIBILITY FOR IMPROVEMENTS: N.A.**SECTION 12. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVALS OF A CERTIFIED SURVEY MAP: N.A.****SECTION 13. CONSTRUCTION PERIOD FINANCIAL GUARANTEE: N.A.****SECTION 14. NOISE, BLASTING AND HOURS OF OPERATIONS:**

1. During the construction period the Developer shall make every effort to minimize noise, dust and similar disturbances. The project construction or demolition may only occur between the hours of 7:00 a.m. and 9:00 p.m. on weekdays and Saturdays, and 9:00 a.m. and 9:00 p.m. on Sundays. Grading, excavation, blasting, demolition, roadway construction or underground utility construction shall only occur between the hours of 8:00 a.m. and 9:00 p.m. on weekdays except in cases of urgent necessity in the interest of public health and safety, and all the provisions of Chapter SPS 307 of the Wisconsin Administrative Code shall be adhered to. If the Village Administrator determines that the public health and safety will not be impaired by these activities the Administrator may grant permission for such work to be done during other hours on application being made at the time the permit for the work is awarded or during the progress of the work.

SECTION 15. CONDITIONS OF ALL OBLIGATIONS OF THE PARTIES UNDER THIS DEVELOPMENT AGREEMENT:

As a condition to each and all of the covenants, agreements and other obligations of the Village under this Development Agreement, all of the following, in addition to all other requirements and conditions set forth in this Development Agreement must occur:

- a) All representations and warranties of the Developer set forth in this Development Agreement and in all agreements expressly referred to herein shall at all times be true, complete and correct;
- b) All covenants and obligations of the Developer under this Development Agreement must be duly and substantially performed, observed, satisfied and paid, when and as required herein;
- c) There must be no event of default;
- d) There must be no material adverse change in the financial condition of the Developer which might impair his ability to perform his obligations under this Development Agreement.

SECTION 16. DEFAULT/REMEDIES:

1. An event of default, hereafter referred to as "event of default", is any of the following:
 - a) A failure by the Developer to cause substantial completion of the improvements or any part thereof to occur, pursuant to the terms, conditions and limitations of this Development Agreement; or a failure of either party to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Development Agreement within thirty (30) days of notice of the failure to the Developer;
 - b) A failure by the Developer to pay any amount when and as due to the Village within ten (10) days of notice of such failure to the Developer;
 - c) The Developer becomes insolvent or is the subject of bankruptcy, receivership or insolvency proceedings of any kind; or,

- 1 d) The dissolution or liquidation of the Developer, or the commencement of any
2 proceedings therefore.
3
- 4 2. Whenever an event of default occurs and is continuing, the non-breaching party may take any one or
5 more of the following actions without waiving any rights or remedies available to it:
- 6 a) Immediately suspend its performance under this Development Agreement from the
7 time any notice of an event of default is given until it receives assurances from the
8 breaching party deemed adequate by the non-breaching party, that the breaching
9 party will cure its default and continue its due and punctual performance under this
10 Development Agreement;
- 11 b) Commence legal or administrative action, in law or in equity, which may appear
12 necessary or desirable to enforce performance and observance of any obligation,
13 agreement or covenant of the breaching party under this Development Agreement;
14 or,
- 15 c) Perform or have performed all necessary work in the event the non-breaching party
16 determines that any event of default may pose an imminent threat to the public
17 health or safety, without any requirement of any notice whatsoever.
18
- 19 3. No remedy or right conferred upon or reserved to a party in this Development Agreement is intended
20 to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be
21 cumulative and shall be in addition to every other right and remedy given under this Development
22 Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or
23 power accruing upon any default shall impair any such right or power or shall be construed to be a waiver
24 thereof, but any such right and power may be exercised from time to time and as often as may be deemed
25 expedient.
26
- 27 4. In the event any warranty, covenant or agreement contained in this Development Agreement should
28 be breached by a party and thereafter waived by the other, such waiver shall be limited to the particular
29 breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach
30 hereunder.
31
- 32 5. Whenever any event of default occurs and a party incurs attorney's fees, court costs and other such
33 expenses for the collection of payments due or to become due or for the enforcement or performance or
34 observance of any obligation or agreement on the part of the other herein contained, the prevailing party
35 shall be reimbursed the actual attorney's fees, court costs and other such expenses incurred by such
36 prevailing party.
37

38 **SECTION 17. PERMITTED DELAYS: N.A.**
39

40 **SECTION 18. ADDITIONAL PROVISIONS:**

- 41 1. All exhibits and other documents attached hereto or referred to herein are hereby incorporated into
42 and shall become a part of this Development Agreement.
43
- 44 2. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement
45 of the Developer to obtain all necessary approvals, licenses and permits from the Village in accord with
46 its usual practices and procedures; including, without limitation, requiring the Developer to enter into a
47 formal Development Agreement or similar document. Further, this Agreement will not limit or affect in
48 any way the right and authority of the Village to approve or disapprove any and all plans and
49 specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the

development, construction and/or use of the development as a condition of any such approval, license or permit.

3. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

Village of Sister Bay
Attn. Village Administrator
P.O. Box 769
2383 Maple Drive
Sister Bay, WI 54234

PCI Holdings, LLC
Attn. Rachel Stollenwerk, Registered Agent
PO Box 728
Fish Creek, WI 54212

SECTION 19. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES:

The Developer shall pay and reimburse the Village promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the Village in connection with the development or relative to the construction, installation, dedication and acceptance of the improvements covered by this Agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. If the Developer and/or his attorney contact the Village Attorney and additional legal fees are incurred by the Village, the Developer will be billed for any and all of those fees. Further, if the Developer and/or his representative(s) contact Village staff members after regular office hours (between 4:00 p.m. and 7:00 a.m. Monday through Thursday, or between 4:00 p.m. Friday and 7:00 a.m. Monday), an additional charge of \$100.00 per call will be assessed. Any such charges not paid by the Developer within thirty (30) days of being invoiced may be assessed against the Property as a special charge pursuant to §66.0627 of the Wisconsin Statutes.

SECTION 20. GENERAL INDEMNITY:

The Developer will indemnify and hold harmless the Village, its governing body members, officers, and agents, including independent contractors, consultants and legal counsel, servants and employees thereof (hereafter, for purposes of this paragraph, collectively referred to as the "Indemnified Parties") against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any breach of any warranty, covenant or agreement of the Developer under this Development Agreement, and the development of the Property; provided that the foregoing indemnification shall not be effective for any willful acts of the Indemnified Parties. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control), under this Development Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Development Project and the Property.

☐ *Village to check if applicable:* All covenants, stipulations, promises, agreements and obligations of the Village contained herein shall be deemed to be covenants, stipulations, promises, agreements and

obligations of the Village and not of any governing body, member, officer, agent, servant or employee or the Village.

SECTION 21. INSURANCE:

The Developer, his contractors, suppliers and any other individual working on the subject lands shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms and in the amounts as required by the Village. (Please refer to the *Liability Insurance Specifications for Construction Projects Schedule*, which is attached to this Development Agreement.)

Nothing contained within this Agreement is intended to be a waiver or estoppels of the contracting municipality or its insurer to rely upon the limitations, defenses, and immunities contained with Wisconsin law, including but not limited to, those contained within Wisconsin Statutes Section 893.80, Section 895.52 and Section 345.05. To the extent that indemnification is available and enforceable, neither the municipality nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

If this is a private development no bonding requirements shall apply.

SECTION 22. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES:

The parties mutually agree that the Village President and/or the Village Clerk will enter into and are signatory to this Agreement solely in their official capacity and not individually, and neither of them shall have any personal liability or responsibility hereunder. Any personal liability as may otherwise exist for the Village President and/or the Village Clerk with respect to the Development is hereby expressly released and/or waived.

SECTION 23. GENERAL CONDITIONS AND REGULATIONS:

All provisions of the Village Ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth at length herein. This Agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said Ordinances.

SECTION 24. ZONING:

The Village does not guarantee or warrant that the subject lands of this Agreement will not at some later date be rezoned, nor does the Village herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this Agreement.

SECTION 25. COMPLIANCE WITH CODES AND STATUTES:

The Developer shall comply with all current and future applicable Codes of the Village, County, State and federal government and, further, Developer shall follow all current and future lawful orders of all duly authorized employees and/or representatives of the Village, County, State or Federal Government.

SECTION 26. AGREEMENT FOR THE BENEFIT OF PURCHASERS: N.A.

.

SECTION 27. ASSIGNMENT:

The Developer shall not transfer, sell, or assign the Property or assign this Development Agreement or its obligation hereunder without the express prior written consent of the Village until the Developer has fully complied with its obligations under this Development Agreement. Any such consent requested of the Village prior thereto may be withheld, conditioned or delayed for any reasonable reason. If assignment does occur, the assignee must agree to all terms and conditions of this document in writing.

SECTION 28. PARTIES BOUND:

This Development Agreement shall be binding upon the parties hereto and their respective representatives, successors and assigns, and any and all future owners of the Property or any portion thereof, and their respective heirs, representatives, successors and assigns.

SECTION 29. AMENDMENTS:

The Village and the Developer, by mutual consent, may amend this Development Agreement at any meeting of the Village Board. The Village Board shall not, however, consent to an amendment until after first having received a recommendation that the amendment shall be made from the Village's Plan Commission. If the Developer requests an amendment and the Village incurs related legal fees the Developer shall be billed for those fees and said fees paid within thirty (30) days of the invoice. There shall be a non-refundable courtesy review fee charged to the Developer for the Plan Commission to consider the amendment.

SECTION 30. DURATION:

The Developer acknowledges that the requirements regarding the operation and maintenance of the Development as fully described above shall continue and not expire unless the Property ceases to be used for its intended purpose for a period of twelve (12) months; future use may require review by the Plan Commission. The Developer acknowledges that the Village may from time to time establish new zoning, utility, storm water and other requirements or standards that apply to similarly situated properties which, if applicable, shall apply to this Development. The Developer may petition the Village Board to cancel or eliminate the requirements of the Agreement. Prior to considering the petition, the Board shall ask the Plan Commission to conduct a public hearing and make a recommendation regarding the petition. The costs of the public hearing shall be the responsibility of the Developer. The Board may cancel the Agreement if it determines that there is no further value or need for the Developer to comply with its requirements.

[Signature page to follow]

PCI Holdings, LLC Development Agreement

IN WITNESS WHEREOF, the Developer and the Village have caused this Agreement to be signed by their appropriate officers and their corporate seals to be hereunto affixed in three original counterparts the day and year first above written.

DEVELOPER

PCI Holdings, LLC

By:

Rachel Stollenwerk, Registered Agent

STATE OF WISCONSIN)

) ss:

COUNTY OF _____)

Personally came before me this _____ day of _____, 20____, the above named RACHEL STOLLENWERK, on behalf of PCI Holdings, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of WI

My commission expires: _____

VILLAGE OF SISTER BAY

By:

Nate Bell

Village President

Heidi Teich

Village Clerk

STATE OF WISCONSIN)

) ss:

COUNTY OF DOOR)

Personally came before me this _____ day of _____, 20____, the above named Nate Bell, Village President, and Heidi Teich, Village Clerk of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be the Village President and Village Clerk of said municipal corporation, who acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the Village Board from their meeting on the ____ day of _____, 20____.

Notary Public, State of WI

My commission expires: _____

Approved As To Form:

Village Attorney

EXHIBIT A
PROPERTY DESCRIPTION

Village of Sister Bay Tax Parcel No. 181-00-08312813H
Property Address: State Highway 57

Legal Description:

A parcel of land located in the Southwest Quarter of the Northeast Quarter (SW1/4 of the NE1/4), Section Eight (8), Township Thirty-one (31) North, Range Twenty-eight (28) East, in the Village of Sister Bay, Door County, Wisconsin, more particularly described as follows: Commencing at the North 1/4 corner of said Section 8; thence South 01 deg. 51 min. 04 sec. East 2333.20 feet along the West line of the NE1/4, Section 8, to the point of beginning of lands to be described; thence continuing along said West line South 01 deg. 51 min. 04 sec. East 312.13 feet to the center of said Section 8; thence North 87 deg. 56 min. 26 sec. East 472.18 feet along the South line of the NE1/4, Section 8; thence North 01 deg. 51 min. 04 sec. West 309.28 feet; thence South 88 deg. 17 min. 12 sec. West 472.18 feet to the point of beginning.

EXHIBIT B
VILLAGE OF SISTER BAY DEVELOPMENT STANDARDS

1. INTRODUCTION

The detailed standards for the design and construction of all improvements required in this exhibit shall conform to the Village of Sister Bay Engineering Design Manual, adopted by the Board of Trustees and all future amendments thereof.

The Developer is responsible for seeing that the following requirements, improvements, and/or plans are prepared and must also satisfy the following conditions:

2. DEVELOPMENT GRADING AND DRAINAGE

- a) Required Improvements: Design, install, and provide grading of land as necessary to establish lot pads for future buildings, provide adequate drainage to prevent flooding, accept upstream runoff, and safely discharge runoff downstream to avoid property damage.
- b) Plans and Specifications:
 1. A Grading and Drainage Plan shall be prepared showing 2' contours for both existing and proposed condition and proposed finished yard grades.
 2. A System Plan showing all tributary areas to the proposed drainage and downstream analysis. Included on the System Plan shall be all proposed and existing drainage structures.
 3. A Building Grade Plan showing only minimum setback, offset dimensions, and proposed building grades.
 4. A Storm Water Management Plan which meets current Village storm water requirements along with the DNR Chapter 151 storm water requirements.
 5. An As-Built Grading Plan which certifies that all grading was performed in accord with the approved Grading and Drainage Plans. All grades shall be with +.3' of proposed grade. Certification shall be performed after topsoil installation. The plan shall be prepared by a consulting engineer, selected by and reimbursed by the Developer.
- c) Prior to the installation of any public improvements, the Developer shall perform rough grading, including planned street areas and drainage swales.
- d) Establish permanent vegetative cover on all exposed soil by applying topsoil, seeding, and mulching to prevent erosion. A permanent lawn shall be established for each building within one year after the issuance of the Occupancy Permit.
- e) The Developer, at his expense, shall provide detailed soil analysis and compaction results prepared by a competent Soils Engineer for all areas requiring fill. The results shall be submitted to the Village Engineer as soon as they are available.
- f) The Developer is responsible for restoring all damage to finish grades and vegetative cover caused, but not restored by, utility companies.

g) If soil borings determine that the existing soil material on site is unsuitable for structural areas such as road or building construction, the Developer shall remove the material and replace it with approved engineered fill.

h) After site grading is completed, the Developer shall place 3" of topsoil on all exposed soil and seed, fertilize, and mulch it.

3. STORM DRAINAGE SYSTEM

a) Required Improvements: Design, install, and provide a complete storm drainage system, including culverts, curb and gutter, storm sewer and/or open ditches as required to adequately convey surface water from and through the development.

b) Plans and Specifications:

1. Storm Sewer Plans showing plan and profile views.

2. Storm sewer calculations in compliance with the Department of Natural Resources NR 151 requirements.

3. Storm Sewer System Plan updates.

c) Additional considerations will be required on all ditch slopes exceeding five percent. All areas within drainage easements shall have a minimum of a one percent slope. Ditch slopes with less than one percent will require storm sewer.

d) The permanent maintenance of the storm water detention facility shall be the responsibility of the Developer.

e) The permanent maintenance of all drainage swales shall be vested with the Developer.

4. EROSION AND RUN-OFF CONTROL

a) Required Improvements: Installation and construction of Best Management Practices in the proposed development that shall conform with the most current edition of the Wisconsin Department of Natural Resources publication, "Wisconsin Construction Site Best Management Practice Handbook."

b) Plans and Specifications: Control plan for land-disturbing activities showing existing contours at least 200' into adjacent parcels. This plan will show locations and dimensions of all construction site management measures to control erosion and sedimentation.

c) Erosion Control: The Developer shall not commence land-disturbing activities until all erosion control measures are installed and approved by the Village. An Erosion Control Permit must be obtained, which requires the Developer to construct and maintain such measures in conformance with the Village's erosion control ordinance.

d) Vegetation: Both during and after construction, the surface of exposed bare soils shall be protected by mulches and perennial grasses. This does not apply to the immediate building site area as there could be people and equipment working in and around the perimeter of a new structure.

5. SANITARY SEWER

- a) Required Improvements: Design, install, and provide a complete sanitary sewer system designed to meet the ultimate needs of this development and all tributary areas, in accord with the Village's Sanitary Sewer System Plan with rules, regulations and procedures of the Village, and the State of Wisconsin Department of Natural Resources.
- b) Plans and Specifications:
 - 1. Sanitary Sewer Plans, specifications, design calculations, and copies of all easements.
 - 2. The Developer is to furnish as-built plans of the entire system on Mylar, including location and elevation of laterals to mains.
 - 3. Sanitary sewer system plan updates.
 - 4. All reports required by the State of Wisconsin.
 - 5. Separate sanitary sewer easements, where appropriate, shown on the plat.
- c) Installation of one sanitary sewer lateral from the sanitary sewer main to the property line for each proposed building.

6. WATER

- a) Required Improvements: Design, install, and provide a complete water distribution system designed to meet the ultimate needs of this development and all tributary areas, in accord with the Village's Water Main System Plan and the rules, regulations, and procedures of the Village and the State of Wisconsin Department of Natural Resources.
- b) Plans and Specifications:
 - 1. Water Main Plans, specifications, design calculations, and copies of all Easements.
 - 2. The Developer shall furnish as-built plans of the entire system on Mylar, including hydrant and valve locations, and the location and elevation of laterals to the lot lines.
 - 3. Separate water main easements for each parcel, where appropriate, recorded on the plat.
- c) Upon completion, furnish and provide to the Village a complete summary of the actual construction costs for water distribution, itemized in sufficient detail to satisfy the requirements of the Public Service Commission of the State of Wisconsin in establishing or revising a rate base.
- d) Installation of one water lateral from the water main to the property line, for each proposed building.
- e) Provide hydrant marker flags for each installed fire hydrant.

7. **STREETS (IF APPLICABLE)**

- a) Required Improvements: A 22-foot paved asphalt pavement. The pavement section shall be comprised of an 8" crushed stone base, pavement edge drains, 1½" asphalt binder course and a 1½" layer of asphalt surface course.
- b) Plans and Specifications:
 - 1. Street plans, including plan and profile view, road cross-section and specifications.
 - 2. Pavement design calculations.
 - 3. Proposed established street grade drawing.
- c) The initial binder course shall be installed prior to approval of the first Occupancy Permit, and the final surface course shall be installed at such time as homes representing 90% of the units are issued Occupancy Permits, or as directed by the Village. Surface course shall be laid no later than one year after 90% occupancy.
- d) Clean-up, repairs, and restoration of all pavement, sub grade, shoulder, or curb and gutter defects shall be performed prior to the placement of the final asphalt surface course.
- e) If directed by the Village Engineer, soil borings shall be taken within the roadway at sufficient intervals to determine sub-base composition. If material is determined unsuitable for a stable road base, the material shall be removed and replaced with material approved by the Village Engineer.
- f) The Developer shall repair all damage to Village streets caused by construction operations.
- g) Developer shall arrange for installation of approved street signs.
- h) Provide Class III barricades at all dead-end streets.

8. **MISCELLANEOUS**

The term "the Developer" as used in the context of these deed restrictions shall mean the Developer, his heirs, personal representatives, successors and assigns.

The Developer:

- a) Will be responsible for preserving existing trees, brush, or shrubs, not approved for removal. If unauthorized removal occurs, landscaping will be replaced at the Developer's expense.
- b) Shall acquire all required underground utility easements. All sanitary, drainage, and other public utility easements must be shown on the Certified Survey Map or Plat for the property which is the subject of this Development Agreement, if a new Certified Survey Map or Plat is proposed. If required easements are omitted, or errors are detected on the Plat, the Developer shall make all necessary modifications to the plat at his expense.
- c) Must see that all electric, telephone and cable television service lines are installed underground.

- d) See that a copy of the approved Grading Plans referred to in the Development Agreement is on file at the office of the Village's Engineer.
- e) Must obtain all applicable permits from the Village and/or the State of Wisconsin before any type of improvements are installed on the public street right-of-way (walks, drives, sprinkler systems, etc.).
- f) Shall provide certification from a registered land surveyor or professional engineer that the final grade along all lot lines, in the invert of all drainage swales, building pads, and at other critical locations as determined by the Village Engineer, complies with the approved Grading Plan. Such certification shall be on a plan copy with the elevations as existing so indicated. All such elevations shall be within plus or minus 0.3 feet of the accepted grading plan elevations. If not in compliance, appropriate regrading shall be performed.
- g) Must see that a driveway approach which complies with the provisions of Chapter 66 of the Sister Bay Municipal Code is installed to service the parcel which is the subject of this Development Agreement prior to issuance of the Occupancy Permit. It shall be the responsibility of the Developer to ensure the approach has been completed prior to occupancy. A Driveway Permit from the Village is required for this construction.

9. SPECIFICATIONS

The improvements shall be constructed in accord with the following specifications.

- a) The most recent edition of the Village of Sister Bay Engineering Design Manual.
- b) Standard Specifications for Sewer and Water Construction in Wisconsin, Fifth Edition, March 1, 1988, and as amended January 1, 1992.
- c) The Wisconsin Construction Site Best Management Practice Handbook for Erosion Control.
- d) State of Wisconsin, Department of Transportation Standard Specifications for Highway and Structure Construction, 1996 and supplemental specifications.

10. SPECIAL PROVISIONS

The development process shall strictly conform to the conditions set forth in this Development Agreement. Request for final plat approval is subject to the Village Engineer's certification that all public improvements required to be installed are satisfactorily completed.

Approved by:

Utilities Director

Date

EXHIBIT C
VILLAGE OF SISTER BAY LIABILITY INSURANCE SPECIFICATIONS
FOR CONSTRUCTION PROJECTS

I. INSURANCE REQUIREMENTS FOR ARCHITECTS, CONSULTING ENGINEERS AND DESIGN/BUILD CONTRACTORS WORKING ON ANY AND ALL VILLAGE INFRASTRUCTURE:

A. Minimum Scope and Limits

1. Architects, Consulting Engineers and Design/Build Contractors Errors & Omissions Liability Coverage, with a minimum limit of \$1,000,000 per claim, \$2,000,000 annual aggregate. This insurance shall be maintained for at least two years after completion of the project.
2. Commercial General Liability Coverage together with excess or umbrella liability with limits of no less than the following:
 - a) Each Occurrence Limit \$2,000,000
 - b) General aggregate limit (Other than Products – Completed Operations)
Per Project \$5,000,000
 - c) Products – Completed Operations Aggregate
Per Project \$5,000,000
 - d) Personal and Advertising Injury Limit Aggregate \$5,000,000
3. Automobile Liability together with excess or umbrella coverage with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol 1 – Any Auto basis.
4. Workers' Compensation as required by the State of Wisconsin, and Employers Liability insurance with sufficient limits to meet underlying Umbrella Liability insurance requirements.
5. See requirements under Section II for Design/Build Contractors and Section IV for Architects, Consulting Engineers and Design/Build Contractors and General Contractors.

II. INSURANCE REQUIREMENTS FOR GENERAL CONTRACTORS AND DESIGN/BUILD CONTRACTORS – LIABILITY & PROPERTY

- A. Commercial General Liability Coverage together with excess or umbrella liability policies including coverage for Products Liability, Completed Operations, Contractual Liability and XCU coverage with the following minimum limits:**
1. Each Occurrence Limit \$2,000,000
 2. General Aggregate Limit (Other Than Products - Completed Operations)
Per Project \$5,000,000
 3. Products – Completed Operations Aggregate - Per Project \$5,000,000
 4. Personal and Advertising Injury \$5,000,000

1 B. Automobile Liability Coverage together with excess or umbrella liability policies with
2 minimum limits of \$1,000,000 combined single limit per accident for bodily injury and
3 property damage, provided on a Symbol 1 – Any Auto basis.
4

5 C. Workers' Compensation as required by the State of Wisconsin, and Employers Liability Insurance
6 with sufficient limits to meet underlying excess or Umbrella Liability Insurance requirements.
7

8 D. Aircraft Liability and Watercraft Liability. If the project work includes the use of, or operation
9 of, any aircraft or watercraft, then Aircraft, Helicopter and Watercraft Liability Insurance must be in
10 force with a limit of \$2,000,000 per occurrence for bodily injury and property damage.
11

12 E. Pollution Liability. \$1,000,000 each occurrence/aggregate.
13

14 F. Property Coverage. (To be provided by Contractors & Design/Build Contractors)
15

16 1. The Contractor shall determine the amount of perils coverage and what policy form is
17 necessary to complete the project, should a loss of any type occur, and that coverage
18 must also meet the requirements of the Contractor's performance bonding company.
19

20 2. The covered property will include property in transit, property stored on the project work
21 sites, and property stored off the project work sites.
22

23 3. The municipality, architect, engineer and subcontractors shall be added as loss payees to
24 the policy.
25

26 G. Bond Requirements, if applicable.
27

28 1. Bid Bond. The contractor will provide to the owner a Bid Bond, which will accompany the
29 bid for the project. The Bid Bond shall be equal to Five Percent (5%) of the contract bid.
30

31 2. Payment and Performance Bond. If awarded the contract, the contractor will provide to
32 the owner a Payment and Performance Bond in the amount of contract price, covering faithful
33 performance of the contract and payment of obligations arising thereunder as stipulated in
34 the bidding requirements or specifically required in the contract documents on the date of the
35 contract's execution.
36

37 3. Acceptability of Bonding Company. The Bid, Payment and Performance Bonds shall be
38 placed with a bonding company with a *Best Insurance Reports* rating of no less than "A" and a
39 Financial Size Category of no less than "Class V".
40

41 H. See requirements under Section IV.
42

43 **III. INSURANCE REQUIREMENTS FOR SUB-CONTRACTORS**
44

45 A. All sub-contractors shall be required to obtain at least Commercial General Liability,
46 Automobile Liability, Workers' Compensation, and Employers' Liability Insurance. The insurance
47 coverages shall be as broad as those noted for Contractor requirements contained in Section II
48 above.
49

1 **IV. APPLICABLE TO ARCHITECTS, CONSULTING, ENGINEERS, GENERAL CONTRACTORS &**
2 **DESIGN/BUILD CONTRACTORS**
3

4 A. Acceptability of Insurers. Insurance shall be placed with insurers who have a *Best's Insurance*
5 *Reports* rating of no less than A and a Financial Size Category of no less than Class VI, and who are
6 authorized as an admitted insurance company in the State of Wisconsin.

7
8 B. Certificates of Insurance and Additional Insured Policy Endorsements acceptable to the
9 municipality shall be submitted prior to commencement of the work.
10
11

AGENDA ITEM 8d

Development Agreement; Eagle
Mechanical; Contractor Sales and
Service; Highway 57



STAFF REPORT – TRADE & CONTRACTORS FACILITY

Date: November 19, 2024

Board/Committee: Village Board

Re: New Facility – Eagle Mechanical

Author: Julie A. Schmelzer, Village Administrator

Eagle Mechanical, Inc. purchased the first lot south of the Tim Halbrook apartments along Highway 57. They propose erecting a trade and contractor's sales and service facility. The Plan Commission has recommended approval of this project.

The proposed Development Agreement and accompanying plans have been attached for your reference.

DEVELOPMENT AGREEMENT
FOR VILLAGE OF SISTER BAY PARCEL NO. 181-00-08312831H
Eagle Mechanical, Inc. to be located along State Highway 57
(Property Owner: Lee H & Susan R Basten, Basten Revocable Living Trust)

THIS AGREEMENT made this 19th day of November, 2024, between Eagle Mechanical, Inc., c/o Lee Basten ("the Developer") and the Village of Sister Bay in the County of Door and the State of Wisconsin ("the Village").

WHEREAS, the Developer is the owner of Village of Sister Bay Parcel Nos. 181-00-08312831H, located along State Highway 57 ("the Property"); and,

WHEREAS, the Developer plans to build a trade and contractors sales and service facility on the site ("the Development"); and,

WHEREAS, the Property is presently zoned B-1 (General Business), and the previously mentioned Development is allowed in that District; and,

WHEREAS, this Agreement is required in order to implement the Village's Zoning Ordinance; and,

WHEREAS, the Developer agrees to develop the Property as herein described in accord with this Agreement, the conditions established by the Village Plan Commission and Village Board, the conditions of certain agencies and individuals in the County, all Village Ordinances, and all laws and regulations governing said Development; and,

WHEREAS, the parties mutually desire to establish fair and reasonable terms, conditions and requirements established by the Village for development/change of use of the Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT**SECTION 1. VILLAGE APPROVALS:**

1. The Developer agrees to construct a trade and contractors' sales and service facility, and make improvements to the site, as represented on the various attachments listed below as approved by the Plan Commission and the Village Board. If Village officials determine that the plans are not being complied with or determine that unpermitted modifications have been made to the building(s), after-the-fact permit fees will be imposed. If the modifications are not compliant with the provisions of the Zoning Code the Developer may be required to remove them. The Village acknowledges that the exact location of interior walls and room sizes may vary from the attached drawings, but changes that warrant additional parking will need Plan Commission approval. Further, if all improvements are not made by **November 19th, 2026**, this Development Agreement shall be void and minimum assessed value payments (the equivalent of the Village portion of real estate taxes based upon the value of the structure delineated on the Zoning/Building Permit which would be assessed had the project been completed), will be required.
 - a) The site, drainage, parking, and landscaping plans, buried propane tank location and planned dumpster location and fence/wall, all plans of which were reviewed at the October 22, 2024 meeting of the Plan Commission; the parking and landscaping plan then edited per the Commission's October 22, 2024 direction to require parking to be further from the road and an additional tree added to the landscaping plan; and all approved at the November 19, 2024, meeting of the Village Board.
 - b) The building elevation drawings, and floor plan, as approved at the October 22, 2024 meeting of the Plan Commission and approved at the November 19, 2024 meeting of the Village Board.
 - c) The lighting plan as reviewed by the Plan Commission on October 22, 2024, but revised at the meeting to guarantee no exterior light shall exceed 3000k; all lights shall be on a timer and not remain on after or before business hours; and all exterior lighting (except potential lighting for the in-ground sign) is to be soffit lighting.
 - d) Approved building materials and colors are per the plans reviewed and approved at the October 22, 2024, meeting of the Plan Commission and more specifically as follows:
 1. Main Roof: CertainTeed Landmark Shingles – Driftwood
 2. Canopy Roofs: McElroy Metal – Slate Gray
 3. Siding: DiamondKote, SmartSide – Midnight
 4. Gables: DiamondKote, SmartSide – Clay
 5. Trim & Band Boards: Diamond Kote, Smartside – White
 6. Decorative Stone: Concrete Masonry, Splitface – White
 - e) No approvals have been given for a sign. All signs must comply with Chapter 66 and require separate approvals.
 - f) The enclosure for the dumpster shall require a separate zoning permit.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

The Developer makes the following representations and warranties. The Village may rely upon those representations and warranties when entering into this and all other agreements with the Developer, and also may rely on them when granting approvals, permits and licenses for the Development:

1. The Developer represents a legally incorporated or organized company, duly organized and existing in good standing under the laws of the State of Wisconsin.

2. There are no lawsuits filed or pending, or to the knowledge of the Developer, threatened against the company that may in any way jeopardize or materially and adversely affect the ability to perform the obligations hereunder.
3. The Developer has, at this time, and will have so long as this Development Agreement continues in effect, project-financing commitments sufficient to provide available funds for the completion of the obligations under this Development Agreement.
4. The Developer represents that it will make an effort to seek bids from Door County contractors and building material suppliers to construct the improvements on the property and will appropriate bidding laws as governed by the State of Wisconsin.

SECTION 3. PROJECT PHASING:

1. The Developer acknowledges that the Zoning Permit is only valid for the period specified elsewhere in this Agreement (**November 19, 2026**).
2. The Developer acknowledges that the time period for a Building Permit is under the control of the Building Inspector.
3. The Developer acknowledges that the total Development will be completed by **November 19, 2026**.

SECTION 4. OCCUPANCY PERMITS:

It is expressly understood and agreed that no Occupancy Permits or Certificates of Compliance for the Development will be issued unless and until the Village has determined that:

- a) The terms of Sections 1, 2 and 3 of this Agreement have been satisfied. Notwithstanding the foregoing, the Village will grant and issue Occupancy Permits for the Development when completed.
- b) The Developer has paid all permit fees, impact fees, and connection fees in full and has reimbursed the Village for administrative costs as required and in effect at the time of this agreement.
- c) All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the development and disposed of lawfully.
- d) The Developer is not in material default on any aspect of this Agreement.
- e) The site grading and construction of surface and storm water drainage facilities required to serve the development are completed, are connected with an operating system as required herein, are cleaned as needed, and have been accepted by the Village Board.
- f) As a condition for issuance of Occupancy Permits all aspects of the Development must be in compliance with any and all applicable Fire and Building Codes, as well as all applicable Codes and regulations, including "as-builts".
- g) A Certificate of Compliance verifying compliance with this Development Agreement cannot be issued until the Developer has demonstrated compliance with this Agreement and the Zoning Code.

SECTION 5. PRIVATE AND PUBLIC IMPROVEMENTS:

It is the intent that the Developer will construct and dedicate to the Village the specifically itemized public improvements listed below, if applicable. If the Village were to require any additional public

improvements at a later date, the cost of such improvements would be reimbursed to the Developer for 100% percent of such costs incurred, either directly or from the proceeds of a TIF.

A. PUBLIC STREETS/ROADS:

The Developer hereby agrees that:

1. Developer will be responsible for any damage to the public streets/roads utilized during site preparation and construction of the development. The Developer may choose to walk the affected streets or roads with the Village's Parks and Streets Director and videotape the street/road condition(s) to avoid dispute and potential litigation regarding the required street/road repair(s). It is the responsibility of the Developer to organize such walk. The Village reserves the right to designate which streets or roads shall be avoided during the land disturbance phase and during development.

B. SURFACE AND STORM WATER DRAINAGE:

The Developer hereby agrees that:

1. Prior to the start of construction of the Development, the Developer shall provide to the Village written certification from its Engineer that all surface and storm water drainage facilities and erosion control plans are in conformance with all federal, state, county and Village regulations, guidelines, specifications, laws and ordinances, and provide written proof that the Village's Engineer has reviewed and approved said plans. The cost of any review by the Village's Engineer shall be paid by the Developer.
2. The Developer agrees that the site grading and construction of surface and storm water drainage facilities for the Property must be completed and accepted by the Village before Occupancy Permits and Certificates of Compliance are issued. The Village will not accept the surface and storm water drainage system until the entire system is installed in accord with the previously mentioned plans and specifications, and the system meets the satisfaction of the Village Administrator, Parks and Streets Director, and the Village's Engineer.
3. The Village retains the right to require the Developer to install additional surface and storm water drainage measures if it is determined by the Village's Engineer that the original surface and storm water drainage plan as designed and/or constructed does not provide reasonable storm water drainage within the Development. Said additional measures shall be paid by the Developer.

C. GRADING, EROSION AND SILT CONTROL:

The Developer hereby agrees that:

1. The Developer will cause all grading, excavation, open cuts, side slopes and other land surface disturbances to be seeded and mulched, sodded or otherwise protected in such fashion that erosion, siltation, sedimentation and washing are prevented in accord with the plans and specifications reviewed and approved by the Parks and Streets Director, Village's Engineer, Wisconsin Department of Transportation, the Wisconsin Department of Natural Resources, and the Army Corps of Engineers, if applicable.

D. LANDSCAPING AND SITE WORK:

The Developer hereby agrees that:

- 1
2 1. Developer will preserve to the maximum reasonable extent possible existing trees, shrubbery,
3 vines, and grasses not actually lying on the public streets, drainage ways, building foundation sites,
4 private driveways, soil absorption waste disposal areas, paths and trails by use of sound
5 conservation practices.
6
- 7 2. The Developer will be required to remove and lawfully dispose of building foundation materials, if
8 applicable, destroyed trees, brush, tree trunks, shrubs and other natural growth as well as all
9 rubbish. The Village will require the Developer's contractor, who is responsible for the debris, to
10 clean up the same and recycle all material or dispose of it at a local recycling facility. Specific
11 construction debris which shall be recycled will include, but not be limited to lumber, aluminum,
12 pallets, shingles and cardboard. **The Developer will have sole responsibility for cleaning up debris**
13 **that has blown from the building(s) under construction. The Developer and/or subject contractor**
14 **shall clean up the debris within four (4) hours after receiving a notice from the Village. If the**
15 **notification is received after normal business hours, the Developer shall have until 10:00 AM the**
16 **next business day to remove the debris, or within twelve (12) hours if the notice is provided on a**
17 **weekend or holiday.** If, after notification, the debris is not cleaned up in the specified time period,
18 the Village will do so at the Developer's and/or subject contractor's expense.
19
- 20 3. Landscaping, construction of rain gardens, if applicable, and removal of unwanted items must be
21 completed and certified as complete by the Village prior to the time that an Occupancy Permit or
22 Certificate of Compliance are issued. Any plants, trees or other screening vegetation required by
23 the Development Agreement must also be maintained and replaced while this Development
24 Agreement is in effect. No approved landscaping shall be removed unless replaced with equivalent
25 plantings. If, due to weather conditions or unforeseen circumstances it will be impossible for the
26 Developer to install the required landscaping within the designated time period, the Developer
27 must request an extension from the Village Administrator. If an extension is requested, the
28 Developer shall provide a sufficient amount of funds to cover the related costs. (In order to
29 determine the sufficient amount of funds that will be required, the developer may submit an
30 estimate from their landscaping company, which the Village Administrator will review for
31 reasonableness, or the Village Administrator may present the previously mentioned landscaping
32 plan to a representative of a Door County landscaping firm and request a written estimate for the
33 required work.) The Developer will be provided a copy of the estimate as soon as it is available,
34 and the required funds – the cost of the estimate plus a 10% contingency, will be held in an escrow
35 account to be maintained by the Village for the express purpose of seeing that the required
36 landscaping is completed in as timely a fashion as possible. Failure to complete the landscaping
37 within the extended timeframe established by the Village Administrator shall be deemed a default
38 of this Agreement and result in enforcement proceedings.
- 39 4. The Village has the right to trim and remove any foliage which would interfere with the safe
40 operation and maintenance of the Village rights-of-way, including easements and drainage ways.
41

42 **E. SIGNAGE, STREET SIGNS AND TRAFFIC CONTROL SIGNS:**

43 The Developer hereby agrees that:
44

1. Business-related signage is not part of this approval and must be applied for separately. Further, any representation of business signage on the approved plans is representative only and is not approved as part of this Agreement.
2. All traffic control signs and street signs, as required by the Village, will be installed within three (3) working days of the placement of the first lift of asphalt, if applicable.

F. WATER MAIN AND SANITARY SEWER MAIN SYSTEM:

The Developer hereby agrees that water main and sanitary sewer main system improvements shall be constructed in accord with the following specifications and are subject to approval by the Village's Engineer. In addition, prior to connecting to the Village sewer and water system, the Developer shall contact the Utilities Director, so the Village is aware of the pending connection schedule.

- a) The Village of Sister Bay Engineering Design Manual dated June 18, 2008, or as revised thereafter.
 - b) The Standard Specifications for Sewer and Water Construction in Wisconsin, Fifth Edition, March 1, 1988, as amended January 1, 1992, or as revised thereafter.
 - c) The Wisconsin Construction Site Best Management Practice Handbook for Erosion Control.
 - d) The State of Wisconsin, Department of Transportation Standard Specifications for Highway and Structure Construction, 1996 and supplemental specifications, or the most recent edition.
1. Prior to any further activity on the lot, the Developer shall enter into an agreement with the Village of Sister Bay Utilities Department and the Parks and Streets Department that pertains to the installation of off-site infrastructure (sewer, water, roadway) within the Village's right-of-way, if such infrastructure is necessary.
 2. A Sewer and Water Plan must be submitted to the Village's Utilities Department which shows where every water main and every sewer main as well as every service lateral is located, and that plan must also depict the designated water meter locations. The Developer must also provide calculations which depict WSFU's (Water Supply Fixture Units) and DFU's (Drainage Fixture Units) for each metered location in order to enable the Utilities Department personnel to determine the applicable Impact and hook-up fees. The Developer must also install and connect its sanitary and water connections to the Village's system in accord with the plans and specifications on file in the Village Administration Office.
 3. The Developer agrees to do all the public and private infrastructure construction in accord with the Village's various Codes, including but not limited to the Utility Code, the Land Division Code, and the Development Standards delineated on Exhibit B, which is attached to this document. Upon completion of all construction the Developer shall provide the Village with "as built" plans. The Developer agrees that all underground piping, regardless of type or location, shall be marked with locating wire according to accepted standards. The Developer agrees that all improvements within the public right-of-way or public easements will be inspected by Village Inspectors at the Developer's expense.
 4. The Developer understands that the Village cannot be held liable should any public infrastructure work be needed on-site to service the Property that could disrupt landscaping, parking, stairs, electrical, retaining walls or other improvements.

G. EXISTING INFRASTRUCTURE

1 The Developer is responsible for the replacement of any infrastructure that is removed or damaged. The
2 extent of the required work will be determined by the Village Board.

3
4 **H. ADDITIONAL IMPROVEMENTS:**

5 The Developer hereby agrees that if, at any time after plan approval and during construction, the Village's
6 Engineer reasonably determines that modifications to the plans, including additional improvements such
7 as additional drainage ways, erosion control measures, and surface and storm water management
8 measures are necessary in the interest of public safety, or in order to comply with current laws or
9 implementation of the original intent of the improvement plans, the Village is authorized to order the
10 Developer, at Developer's expense, to implement the same within the development area on the Property.
11 If the Developer fails to construct the additional improvements within a reasonable time under the
12 circumstances, the Village may cause such work to be carried out and will charge the Developer for the
13 related costs.

14
15 **SECTION 6. SITE SPECIFIC REQUIREMENTS (ALL MAY NOT BE APPLICABLE TO THIS PROJECT):**

- 16 1. The Developer shall maintain continuous access around the building(s) and to any fire hydrants as
17 required by the current Zoning Code and as directed by the Fire Department and Water Utility, and
18 the Developer shall dedicate an easement for the water main(s) to the Village upon completion and
19 acceptance of all required work. The Developer shall confirm the designated location of the main(s)
20 and hydrants with the Sister Bay Water and Sewer Utility and the Sister Bay Liberty Grove Fire
21 Department before installing any of that equipment. These approvals shall be obtained before any
22 building construction starts, and the hydrant(s) shall be accepted and placed in service before any
23 above ground building framing begins.
- 24
25 2. The Developer agrees to bury all electric, telephone and cable television lines from existing wooden
26 poles or underground service to the building(s).
- 27
28 3. Per the Developer, the propane tank will be buried. The tank and line locations must also be
29 registered with Door County officials.
- 30
31 4. Per the approved plans, a dumpster(s) will be necessary for the Development. In accord with the
32 Zoning Code, all dumpsters shall be screened from view from the public and serviced by an asphalt
33 driveway or parking area within the parking lot. The location is as approved by the Plan Commission
34 on October 22, 2024. A separate Zoning Permit is required for the fence.
- 35
36 5. As per the requirements of §66.0710(b) of the Zoning Code the Village agrees that the general
37 contractor working on the Development will be allowed a temporary construction sign on the
38 Property equal to 24 square feet per side.
- 39

40 **SECTION 7. ACCEPTANCE OF WORK AND DEDICATION:**

41 When the Developer has completed the improvements herein required and has dedicated the same to
42 the Village as set forth herein, the same shall be accepted by the Village Board if the improvements have
43 been completed as required by this Agreement and as required by all federal, state, county or Village
44 guidelines, specifications, regulations, laws and ordinances and have been approved by the Village's
45 Engineer.

46
47 **SECTION 8. APPROVAL BY VILLAGE NOT TO BE DEEMED A WAIVER:**

The ultimate responsibility for the proper design and installation of streets, water facilities, drainage facilities, ditches, landscaping and all other improvements, if required by this Agreement, are upon the Developer. The fact that the Village or its Engineer, attorney, or its staff may approve a specific project shall not constitute a waiver or relieve the Developer from the ultimate responsibility for the design, performance and function of the Development and related infrastructure based on the conditions at the time of installation.

SECTION 9. SETBACK AGREEMENT: N.A.

SECTION 10. DEVELOPER'S GUARANTEES OF IMPROVEMENTS: N.A.

SECTION 11. VILLAGE RESPONSIBILITY FOR IMPROVEMENTS: N.A.

SECTION 12. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVALS OF A CERTIFIED SURVEY MAP: N.A.

SECTION 13. CONSTRUCTION PERIOD FINANCIAL GUARANTEE: N.A.

SECTION 14. NOISE, BLASTING AND HOURS OF OPERATIONS:

1. During the construction period the Developer shall make every effort to minimize noise, dust and similar disturbances. The project construction or demolition may only occur between the hours of 7:00 a.m. and 9:00 p.m. on weekdays and Saturdays, and 9:00 a.m. and 9:00 p.m. on Sundays. Grading, excavation, blasting, demolition, roadway construction or underground utility construction shall only occur between the hours of 8:00 a.m. and 9:00 p.m. on weekdays except in cases of urgent necessity in the interest of public health and safety, and all the provisions of Chapter SPS 307 of the Wisconsin Administrative Code shall be adhered to. If the Village Administrator determines that the public health and safety will not be impaired by these activities the Administrator may grant permission for such work to be done during other hours on application being made at the time the permit for the work is awarded or during the progress of the work.

SECTION 15. CONDITIONS OF ALL OBLIGATIONS OF THE PARTIES UNDER THIS DEVELOPMENT AGREEMENT:

As a condition to each and all of the covenants, agreements and other obligations of the Village under this Development Agreement, all of the following, in addition to all other requirements and conditions set forth in this Development Agreement must occur:

- a) All representations and warranties of the Developer set forth in this Development Agreement and in all agreements expressly referred to herein shall at all times be true, complete and correct;
- b) All covenants and obligations of the Developer under this Development Agreement must be duly and substantially performed, observed, satisfied and paid, when and as required herein;
- c) There must be no event of default;
- d) There must be no material adverse change in the financial condition of the Developer which might impair his ability to perform his obligations under this Development Agreement.

SECTION 16. DEFAULT/REMEDIES:

Eagle Mechanical, Inc. Development Agreement

- 1 1. An event of default, hereafter referred to as "event of default", is any of the following:
 - 2 a) A failure by the Developer to cause substantial completion of the improvements or
 - 3 any part thereof to occur, pursuant to the terms, conditions and limitations of this
 - 4 Development Agreement; or a failure of either party to perform or observe any and
 - 5 all covenants, conditions, obligations or agreements on its part to be observed or
 - 6 performed when and as required under this Development Agreement within thirty
 - 7 (30) days of notice of the failure to the Developer;
 - 8 b) A failure by the Developer to pay any amount when and as due to the Village within
 - 9 ten (10) days of notice of such failure to the Developer;
 - 10 c) The Developer becomes insolvent or is the subject of bankruptcy, receivership or
 - 11 insolvency proceedings of any kind; or,
 - 12 d) The dissolution or liquidation of the Developer, or the commencement of any
 - 13 proceedings therefore.
 - 14
- 15 2. Whenever an event of default occurs and is continuing, the non-breaching party may take any one or
- 16 more of the following actions without waiving any rights or remedies available to it:
 - 17 a) Immediately suspend its performance under this Development Agreement from the
 - 18 time any notice of an event of default is given until it receives assurances from the
 - 19 breaching party deemed adequate by the non-breaching party, that the breaching
 - 20 party will cure its default and continue its due and punctual performance under this
 - 21 Development Agreement;
 - 22 b) Commence legal or administrative action, in law or in equity, which may appear
 - 23 necessary or desirable to enforce performance and observance of any obligation,
 - 24 agreement or covenant of the breaching party under this Development Agreement;
 - 25 or,
 - 26 c) Perform or have performed all necessary work in the event the non-breaching party
 - 27 determines that any event of default may pose an imminent threat to the public
 - 28 health or safety, without any requirement of any notice whatsoever.
 - 29
- 30 3. No remedy or right conferred upon or reserved to a party in this Development Agreement is intended
- 31 to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be
- 32 cumulative and shall be in addition to every other right and remedy given under this Development
- 33 Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or
- 34 power accruing upon any default shall impair any such right or power or shall be construed to be a waiver
- 35 thereof, but any such right and power may be exercised from time to time and as often as may be deemed
- 36 expedient.
- 37
- 38 4. In the event any warranty, covenant or agreement contained in this Development Agreement should
- 39 be breached by a party and thereafter waived by the other, such waiver shall be limited to the particular
- 40 breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach
- 41 hereunder.
- 42
- 43 5. Whenever any event of default occurs and a party incurs attorney's fees, court costs and other such
- 44 expenses for the collection of payments due or to become due or for the enforcement or performance or
- 45 observance of any obligation or agreement on the part of the other herein contained, the prevailing party
- 46 shall be reimbursed the actual attorney's fees, court costs and other such expenses incurred by such
- 47 prevailing party.
- 48

SECTION 17. PERMITTED DELAYS: N.A.**SECTION 18. ADDITIONAL PROVISIONS:**

1. All exhibits and other documents attached hereto or referred to herein are hereby incorporated into and shall become a part of this Development Agreement.

2. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of the Developer to obtain all necessary approvals, licenses and permits from the Village in accord with its usual practices and procedures; including, without limitation, requiring the Developer to enter into a formal Development Agreement or similar document. Further, this Agreement will not limit or affect in any way the right and authority of the Village to approve or disapprove any and all plans and specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the development as a condition of any such approval, license or permit.

3. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

Village of Sister Bay
Attn. Village Administrator
P.O. Box 769
2383 Maple Drive
Sister Bay, WI 54234

Eagle Mechanical, Inc.
Attn. Mark Nelson, General Manager
850 S Lansing Ave.
Sturgeon Bay, WI 54235

SECTION 19. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES:

The Developer shall pay and reimburse the Village promptly upon billing for all fees, expenses, costs and disbursements which shall be incurred by the Village in connection with the development or relative to the construction, installation, dedication and acceptance of the improvements covered by this Agreement, including without limitation by reason of enumeration, design, engineering, review, supervision, inspection and legal, administrative and fiscal work. If the Developer and/or his attorney contact the Village Attorney and additional legal fees are incurred by the Village, the Developer will be billed for any and all of those fees. Further, if the Developer and/or his representative(s) contact Village staff members after regular office hours (between 4:00 p.m. and 7:00 a.m. Monday through Thursday, or between 4:00 p.m. Friday and 7:00 a.m. Monday), an additional charge of \$100.00 per call will be assessed. Any such charges not paid by the Developer within thirty (30) days of being invoiced may be assessed against the Property as a special charge pursuant to §66.0627 of the Wisconsin Statutes.

SECTION 20. GENERAL INDEMNITY:

The Developer will indemnify and hold harmless the Village, its governing body members, officers, and agents, including independent contractors, consultants and legal counsel, servants and employees thereof (hereafter, for purposes of this paragraph, collectively referred to as the "Indemnified Parties") against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any breach of any warranty, covenant or agreement of the Developer under this Development

Agreement, and the development of the Property; provided that the foregoing indemnification shall not be effective for any willful acts of the Indemnified Parties. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control), under this Development Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Development Project and the Property.

☐ *Village to check if applicable:* All covenants, stipulations, promises, agreements and obligations of the Village contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the Village and not of any governing body, member, officer, agent, servant or employee or the Village.

SECTION 21. INSURANCE:

The Developer, his contractors, suppliers and any other individual working on the subject lands shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms and in the amounts as required by the Village. (Please refer to the *Liability Insurance Specifications for Construction Projects Schedule*, which is attached to this Development Agreement.)

Nothing contained within this Agreement is intended to be a waiver or estoppels of the contracting municipality or its insurer to rely upon the limitations, defenses, and immunities contained with Wisconsin law, including but not limited to, those contained within Wisconsin Statutes Section 893.80, Section 895.52 and Section 345.05. To the extent that indemnification is available and enforceable, neither the municipality nor its insurer shall be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

If this is a private development no bonding requirements shall apply.

SECTION 22. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES:

The parties mutually agree that the Village President and/or the Village Clerk will enter into and are signatory to this Agreement solely in their official capacity and not individually, and neither of them shall have any personal liability or responsibility hereunder. Any personal liability as may otherwise exist for the Village President and/or the Village Clerk with respect to the Development is hereby expressly released and/or waived.

SECTION 23. GENERAL CONDITIONS AND REGULATIONS:

All provisions of the Village Ordinances are incorporated herein by reference, and all such provisions shall bind the parties hereto and be a part of this Agreement as fully as if set forth at length herein. This Agreement and all work and improvements required hereunder shall be performed and carried out in strict accordance with and subject to the provisions of said Ordinances.

SECTION 24. ZONING:

The Village does not guarantee or warrant that the subject lands of this Agreement will not at some later date be rezoned, nor does the Village herewith agree to rezone the lands into a different zoning district. It is further understood that any rezoning that may take place shall not void this Agreement.

SECTION 25. COMPLIANCE WITH CODES AND STATUTES:

1 The Developer shall comply with all current and future applicable Codes of the Village, County, State and
2 federal government and, further, Developer shall follow all current and future lawful orders of all duly
3 authorized employees and/or representatives of the Village, County, State or Federal Government.

4
5 **SECTION 26. AGREEMENT FOR THE BENEFIT OF PURCHASERS: N.A.**

6 .

7 **SECTION 27. ASSIGNMENT:**

8 The Developer shall not transfer, sell, or assign the Property or assign this Development Agreement or its
9 obligation hereunder without the express prior written consent of the Village until the Developer has fully
10 complied with its obligations under this Development Agreement. Any such consent requested of the
11 Village prior thereto may be withheld, conditioned or delayed for any reasonable reason. If assignment
12 does occur, the assignee must agree to all terms and conditions of this document in writing.

13
14 **SECTION 28. PARTIES BOUND:**

15 This Development Agreement shall be binding upon the parties hereto and their respective
16 representatives, successors and assigns, and any and all future owners of the Property or any portion
17 thereof, and their respective heirs, representatives, successors and assigns.

18
19 **SECTION 29. AMENDMENTS:**

20 The Village and the Developer, by mutual consent, may amend this Development Agreement at any
21 meeting of the Village Board. The Village Board shall not, however, consent to an amendment until after
22 first having received a recommendation that the amendment shall be made from the Village's Plan
23 Commission. If the Developer requests an amendment and the Village incurs related legal fees the
24 Developer shall be billed for those fees and said fees paid within thirty (30) days of the invoice. There
25 shall be a non-refundable courtesy review fee charged to the Developer for the Plan Commission to
26 consider the amendment.

27
28 **SECTION 30. DURATION:**

29 The Developer acknowledges that the requirements regarding the operation and maintenance of the
30 Development as fully described above shall continue and not expire unless the Property ceases to be used
31 for its intended purpose for a period of twelve (12) months; future use may require review by the Plan
32 Commission. The Developer acknowledges that the Village may from time to time establish new zoning,
33 utility, storm water and other requirements or standards that apply to similarly situated properties which,
34 if applicable, shall apply to this Development. The Developer may petition the Village Board to cancel or
35 eliminate the requirements of the Agreement. Prior to considering the petition, the Board shall ask the
36 Plan Commission to conduct a public hearing and make a recommendation regarding the petition. The
37 costs of the public hearing shall be the responsibility of the Developer. The Board may cancel the
38 Agreement if it determines that there is no further value or need for the Developer to comply with its
39 requirements.

40
41 *[Signature page to follow]*
42
43
44
45

Eagle Mechanical, Inc. Development Agreement

IN WITNESS WHEREOF, the Developer and the Village have caused this Agreement to be signed by their appropriate officers and their corporate seals to be hereunto affixed in three original counterparts the day and year first above written.

DEVELOPER

Eagle Mechanical, Inc.

By:

Mark Nelson, General Manager

STATE OF WISCONSIN)
) ss:
COUNTY OF _____)

Personally came before me this _____ day of _____, 20____, the above named MARK NELSON, on behalf of Eagle Mechanical, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of WI

My commission expires: _____

VILLAGE OF SISTER BAY

By:

Nate Bell
Village President

Heidi Teich
Village Clerk

STATE OF WISCONSIN)
) ss:
COUNTY OF DOOR)

Personally came before me this _____ day of _____, 20____, the above named Nate Bell, Village President, and Heidi Teich, Village Clerk of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be the Village President and Village Clerk of said municipal corporation, who acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the Village Board from their meeting on the ____ day of _____, 20____.

Notary Public, State of WI

My commission expires: _____

Approved As To Form:

1 Village Attorney

2 **EXHIBIT A**
3 **PROPERTY DESCRIPTION**

4
5 Village of Sister Bay Tax Parcel No. 181-00-08312831H

6 Property Address: State Highway 57
7
8

9 **Legal Description:**

10
11 A tract of land located in the Northeast Quarter of the Southwest Quarter (NE 1/4 of the SW 1/4) of
12 Section Eight (8), Township Thirty-one (31) North, Range Twenty-eight (28) East, Village of Sister Bay,
13 Door County, Wisconsin and described as follows: Commencing at the West quarter corner of said
14 Section 8; thence North 89 deg. 35 min. 58 sec. East along the North line of said SW 1/4, 2122.12 feet to
15 the point of beginning; thence continue North 89 deg. 35 min. 58 sec. East along said North line 395.98
16 feet to the intersection with the Westerly right-of-way of S.T.H. "57"; thence 406.25 feet along the arc of
17 a 2132.55 foot radius curve to the right whose chord bears South 25 deg. 39 min. 42 sec. West 405.63
18 feet; thence North 67 deg. 41 min. 44 sec. West 270.41 feet; thence North 06 deg. 32 min. 45 sec. East
19 261.89 feet to the point of beginning.
20
21

EXHIBIT B
VILLAGE OF SISTER BAY DEVELOPMENT STANDARDS

1. INTRODUCTION

The detailed standards for the design and construction of all improvements required in this exhibit shall conform to the Village of Sister Bay Engineering Design Manual, adopted by the Board of Trustees and all future amendments thereof.

The Developer is responsible for seeing that the following requirements, improvements, and/or plans are prepared and must also satisfy the following conditions:

2. DEVELOPMENT GRADING AND DRAINAGE

- a) Required Improvements: Design, install, and provide grading of land as necessary to establish lot pads for future buildings, provide adequate drainage to prevent flooding, accept upstream runoff, and safely discharge runoff downstream to avoid property damage.
- b) Plans and Specifications:
 1. A Grading and Drainage Plan shall be prepared showing 2' contours for both existing and proposed condition and proposed finished yard grades.
 2. A System Plan showing all tributary areas to the proposed drainage and downstream analysis. Included on the System Plan shall be all proposed and existing drainage structures.
 3. A Building Grade Plan showing only minimum setback, offset dimensions, and proposed building grades.
 4. A Storm Water Management Plan which meets current Village storm water requirements along with the DNR Chapter 151 storm water requirements.
 5. An As-Built Grading Plan which certifies that all grading was performed in accord with the approved Grading and Drainage Plans. All grades shall be with +.3' of proposed grade. Certification shall be performed after topsoil installation. The plan shall be prepared by a consulting engineer, selected by and reimbursed by the Developer.
- c) Prior to the installation of any public improvements, the Developer shall perform rough grading, including planned street areas and drainage swales.
- d) Establish permanent vegetative cover on all exposed soil by applying topsoil, seeding, and mulching to prevent erosion. A permanent lawn shall be established for each building within one year after the issuance of the Occupancy Permit.
- e) The Developer, at his expense, shall provide detailed soil analysis and compaction results prepared by a competent Soils Engineer for all areas requiring fill. The results shall be submitted to the Village Engineer as soon as they are available.
- f) The Developer is responsible for restoring all damage to finish grades and vegetative cover caused, but not restored by, utility companies.

g) If soil borings determine that the existing soil material on site is unsuitable for structural areas such as road or building construction, the Developer shall remove the material and replace it with approved engineered fill.

h) After site grading is completed, the Developer shall place 3" of topsoil on all exposed soil and seed, fertilize, and mulch it.

3. STORM DRAINAGE SYSTEM

a) Required Improvements: Design, install, and provide a complete storm drainage system, including culverts, curb and gutter, storm sewer and/or open ditches as required to adequately convey surface water from and through the development.

b) Plans and Specifications:

1. Storm Sewer Plans showing plan and profile views.

2. Storm sewer calculations in compliance with the Department of Natural Resources NR 151 requirements.

3. Storm Sewer System Plan updates.

c) Additional considerations will be required on all ditch slopes exceeding five percent. All areas within drainage easements shall have a minimum of a one percent slope. Ditch slopes with less than one percent will require storm sewer.

d) The permanent maintenance of the storm water detention facility shall be the responsibility of the Developer.

e) The permanent maintenance of all drainage swales shall be vested with the Developer.

4. EROSION AND RUN-OFF CONTROL

a) Required Improvements: Installation and construction of Best Management Practices in the proposed development that shall conform with the most current edition of the Wisconsin Department of Natural Resources publication, "Wisconsin Construction Site Best Management Practice Handbook."

b) Plans and Specifications: Control plan for land-disturbing activities showing existing contours at least 200' into adjacent parcels. This plan will show locations and dimensions of all construction site management measures to control erosion and sedimentation.

c) Erosion Control: The Developer shall not commence land-disturbing activities until all erosion control measures are installed and approved by the Village. An Erosion Control Permit must be obtained, which requires the Developer to construct and maintain such measures in conformance with the Village's erosion control ordinance.

d) Vegetation: Both during and after construction, the surface of exposed bare soils shall be protected by mulches and perennial grasses. This does not apply to the immediate building site area as there could be people and equipment working in and around the perimeter of a new structure.

1
2 **5. SANITARY SEWER**

- 3 a) Required Improvements: Design, install, and provide a complete sanitary sewer system
4 designed to meet the ultimate needs of this development and all tributary areas, in accord
5 with the Village's Sanitary Sewer System Plan with rules, regulations and procedures of the
6 Village, and the State of Wisconsin Department of Natural Resources.
7
8 b) Plans and Specifications:
9 1. Sanitary Sewer Plans, specifications, design calculations, and copies of all easements.
10
11 2. The Developer is to furnish as-built plans of the entire system on Mylar, including
12 location and elevation of laterals to mains.
13
14 3. Sanitary sewer system plan updates.
15
16 4. All reports required by the State of Wisconsin.
17
18 5. Separate sanitary sewer easements, where appropriate, shown on the plat.
19
20 c) Installation of one sanitary sewer lateral from the sanitary sewer main to the property line
21 for each proposed building.
22

23 **6. WATER**

- 24 a) Required Improvements: Design, install, and provide a complete water distribution system
25 designed to meet the ultimate needs of this development and all tributary areas, in accord
26 with the Village's Water Main System Plan and the rules, regulations, and procedures of the
27 Village and the State of Wisconsin Department of Natural Resources.
28
29 b) Plans and Specifications:
30 1. Water Main Plans, specifications, design calculations, and copies of all Easements.
31
32 2. The Developer shall furnish as-built plans of the entire system on Mylar, including
33 hydrant and valve locations, and the location and elevation of laterals to the lot lines.
34
35 3. Separate water main easements for each parcel, where appropriate, recorded on the
36 plat.
37
38 c) Upon completion, furnish and provide to the Village a complete summary of the actual
39 construction costs for water distribution, itemized in sufficient detail to satisfy the
40 requirements of the Public Service Commission of the State of Wisconsin in establishing or
41 revising a rate base.
42
43 d) Installation of one water lateral from the water main to the property line, for each proposed
44 building.
45
46 e) Provide hydrant marker flags for each installed fire hydrant.
47
48

1
2
3 **7. STREETS (IF APPLICABLE)**

- 4 a) Required Improvements: A 22-foot paved asphalt pavement. The pavement section shall be
5 comprised of an 8" crushed stone base, pavement edge drains, 1½" asphalt binder course
6 and a 1½" layer of asphalt surface course.
7
8 b) Plans and Specifications:
9 1. Street plans, including plan and profile view, road cross-section and specifications.
10
11 2. Pavement design calculations.
12
13 3. Proposed established street grade drawing.
14
15 c) The initial binder course shall be installed prior to approval of the first Occupancy Permit,
16 and the final surface course shall be installed at such time as homes representing 90% of the
17 units are issued Occupancy Permits, or as directed by the Village. Surface course shall be laid
18 no later than one year after 90% occupancy.
19
20 d) Clean-up, repairs, and restoration of all pavement, sub grade, shoulder, or curb and gutter
21 defects shall be performed prior to the placement of the final asphalt surface course.
22
23 e) If directed by the Village Engineer, soil borings shall be taken within the roadway at sufficient
24 intervals to determine sub-base composition. If material is determined unsuitable for a stable
25 road base, the material shall be removed and replaced with material approved by the Village
26 Engineer.
27
28 f) The Developer shall repair all damage to Village streets caused by construction operations.
29
30 g) Developer shall arrange for installation of approved street signs.
31
32 h) Provide Class III barricades at all dead-end streets.
33

34 **8. MISCELLANEOUS**

35 The term "the Developer" as used in the context of these deed restrictions shall mean the
36 Developer, his heirs, personal representatives, successors and assigns.
37

38 The Developer:

- 39 a) Will be responsible for preserving existing trees, brush, or shrubs, not approved for removal.
40 If unauthorized removal occurs, landscaping will be replaced at the Developer's expense.
41
42 b) Shall acquire all required underground utility easements. All sanitary, drainage, and other
43 public utility easements must be shown on the Certified Survey Map or Plat for the property
44 which is the subject of this Development Agreement, if a new Certified Survey Map or Plat is
45 proposed. If required easements are omitted, or errors are detected on the Plat, the
46 Developer shall make all necessary modifications to the plat at his expense.
47

Eagle Mechanical, Inc. Development Agreement

- c) Must see that all electric, telephone and cable television service lines are installed underground.
- d) See that a copy of the approved Grading Plans referred to in the Development Agreement is on file at the office of the Village's Engineer.
- e) Must obtain all applicable permits from the Village and/or the State of Wisconsin before any type of improvements are installed on the public street right-of-way (walks, drives, sprinkler systems, etc.).
- f) Shall provide certification from a registered land surveyor or professional engineer that the final grade along all lot lines, in the invert of all drainage swales, building pads, and at other critical locations as determined by the Village Engineer, complies with the approved Grading Plan. Such certification shall be on a plan copy with the elevations as existing so indicated. All such elevations shall be within plus or minus 0.3 feet of the accepted grading plan elevations. If not in compliance, appropriate regrading shall be performed.
- g) Must see that a driveway approach which complies with the provisions of Chapter 66 of the Sister Bay Municipal Code is installed to service the parcel which is the subject of this Development Agreement prior to issuance of the Occupancy Permit. It shall be the responsibility of the Developer to ensure the approach has been completed prior to occupancy. A Driveway Permit from the Village is required for this construction.

9. SPECIFICATIONS

The improvements shall be constructed in accord with the following specifications.

- a) The most recent edition of the Village of Sister Bay Engineering Design Manual.
- b) Standard Specifications for Sewer and Water Construction in Wisconsin, Fifth Edition, March 1, 1988, and as amended January 1, 1992.
- c) The Wisconsin Construction Site Best Management Practice Handbook for Erosion Control.
- d) State of Wisconsin, Department of Transportation Standard Specifications for Highway and Structure Construction, 1996 and supplemental specifications.

10. SPECIAL PROVISIONS

The development process shall strictly conform to the conditions set forth in this Development Agreement. Request for final plat approval is subject to the Village Engineer's certification that all public improvements required to be installed are satisfactorily completed.

Approved by:

Utilities Director

Date

EXHIBIT C
VILLAGE OF SISTER BAY LIABILITY INSURANCE SPECIFICATIONS
FOR CONSTRUCTION PROJECTS

I. INSURANCE REQUIREMENTS FOR ARCHITECTS, CONSULTING ENGINEERS AND DESIGN/BUILD CONTRACTORS WORKING ON ANY AND ALL VILLAGE INFRASTRUCTURE:

A. Minimum Scope and Limits

1. Architects, Consulting Engineers and Design/Build Contractors Errors & Omissions Liability Coverage, with a minimum limit of \$1,000,000 per claim, \$2,000,000 annual aggregate. This insurance shall be maintained for at least two years after completion of the project.
2. Commercial General Liability Coverage together with excess or umbrella liability with limits of no less than the following:
 - a) Each Occurrence Limit \$2,000,000
 - b) General aggregate limit (Other than Products – Completed Operations)
Per Project \$5,000,000
 - c) Products – Completed Operations Aggregate
Per Project \$5,000,000
 - d) Personal and Advertising Injury Limit Aggregate \$5,000,000
3. Automobile Liability together with excess or umbrella coverage with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol 1 – Any Auto basis.
4. Workers' Compensation as required by the State of Wisconsin, and Employers Liability insurance with sufficient limits to meet underlying Umbrella Liability insurance requirements.
5. See requirements under Section II for Design/Build Contractors and Section IV for Architects, Consulting Engineers and Design/Build Contractors and General Contractors.

II. INSURANCE REQUIREMENTS FOR GENERAL CONTRACTORS AND DESIGN/BUILD CONTRACTORS – LIABILITY & PROPERTY

- A. Commercial General Liability Coverage together with excess or umbrella liability policies including coverage for Products Liability, Completed Operations, Contractual Liability and XCU coverage with the following minimum limits:**
1. Each Occurrence Limit \$2,000,000
 2. General Aggregate Limit (Other Than Products - Completed Operations)
Per Project \$5,000,000
 3. Products – Completed Operations Aggregate - Per Project \$5,000,000
 4. Personal and Advertising Injury \$5,000,000

Eagle Mechanical, Inc. Development Agreement

1 B. Automobile Liability Coverage together with excess or umbrella liability policies with
2 minimum limits of \$1,000,000 combined single limit per accident for bodily injury and
3 property damage, provided on a Symbol 1 – Any Auto basis.
4

5 C. Workers' Compensation as required by the State of Wisconsin, and Employers Liability Insurance
6 with sufficient limits to meet underlying excess or Umbrella Liability Insurance requirements.
7

8 D. Aircraft Liability and Watercraft Liability. If the project work includes the use of, or operation
9 of, any aircraft or watercraft, then Aircraft, Helicopter and Watercraft Liability Insurance must be in
10 force with a limit of \$2,000,000 per occurrence for bodily injury and property damage.
11

12 E. Pollution Liability. \$1,000,000 each occurrence/aggregate.
13

14 F. Property Coverage. (To be provided by Contractors & Design/Build Contractors)
15

16 1. The Contractor shall determine the amount of perils coverage and what policy form is
17 necessary to complete the project, should a loss of any type occur, and that coverage
18 must also meet the requirements of the Contractor's performance bonding company.
19

20 2. The covered property will include property in transit, property stored on the project work
21 sites, and property stored off the project work sites.
22

23 3. The municipality, architect, engineer and subcontractors shall be added as loss payees to
24 the policy.
25

26 G. Bond Requirements, if applicable.
27

28 1. Bid Bond. The contractor will provide to the owner a Bid Bond, which will accompany the
29 bid for the project. The Bid Bond shall be equal to Five Percent (5%) of the contract bid.
30

31 2. Payment and Performance Bond. If awarded the contract, the contractor will provide to
32 the owner a Payment and Performance Bond in the amount of contract price, covering faithful
33 performance of the contract and payment of obligations arising thereunder as stipulated in
34 the bidding requirements or specifically required in the contract documents on the date of the
35 contract's execution.
36

37 3. Acceptability of Bonding Company. The Bid, Payment and Performance Bonds shall be
38 placed with a bonding company with a *Best Insurance Reports* rating of no less than "A" and a
39 Financial Size Category of no less than "Class V".
40

41 H. See requirements under Section IV.
42

43 **III. INSURANCE REQUIREMENTS FOR SUB-CONTRACTORS**
44

45 A. All sub-contractors shall be required to obtain at least Commercial General Liability,
46 Automobile Liability, Workers' Compensation, and Employers' Liability Insurance. The insurance
47 coverages shall be as broad as those noted for Contractor requirements contained in Section II
48 above.

1
2 **IV. APPLICABLE TO ARCHITECTS, CONSULTING, ENGINEERS, GENERAL CONTRACTORS &**
3 **DESIGN/BUILD CONTRACTORS**
4

5 A. Acceptability of Insurers. Insurance shall be placed with insurers who have a *Best's Insurance*
6 *Reports* rating of no less than A and a Financial Size Category of no less than Class VI, and who are
7 authorized as an admitted insurance company in the State of Wisconsin.
8

9 B. Certificates of Insurance and Additional Insured Policy Endorsements acceptable to the
10 municipality shall be submitted prior to commencement of the work.
11
12

Plot Date: 10/31/2024 - 3:01pm
Drawing name: C:\Users\swilson\apdata\localtemp\AcPublish_19048\193807292_EAGLE MECHANICAL_SISTER BAY_ENG.dwg
Kref: SHEET BORDER.dwg, Site 10-9-24, Site 10-31-24



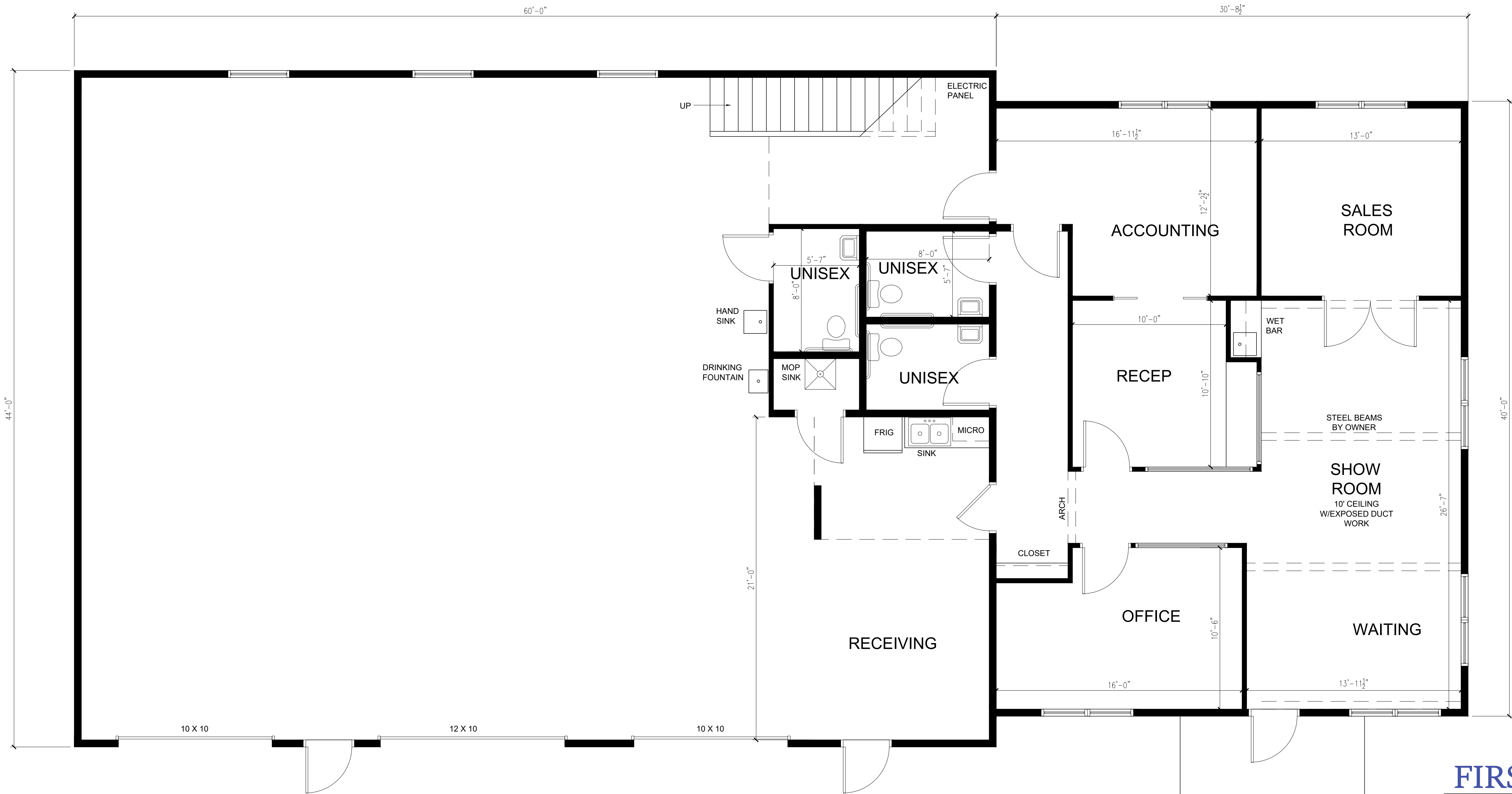
EAGLE MECHANICAL - NEW BUILDING - VILLAGE OF SISTER BAY
OWNER: LEE BASTEN
ADDRESS: TBD, HWY 57, SISTER BAY, DOOR COUNTY, WI 54234

SHEET NUMBER
GRAD

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS, DO NOT SCALE THE DRAWING - ANY ERRORS OR OMISSIONS SHALL BE REPORTED TO STANTEC WITHOUT DELAY.
THE COPYRIGHTS TO ALL DESIGNS AND DRAWINGS ARE THE PROPERTY OF STANTEC. REPRODUCTION OR USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY STANTEC IS FORBIDDEN.

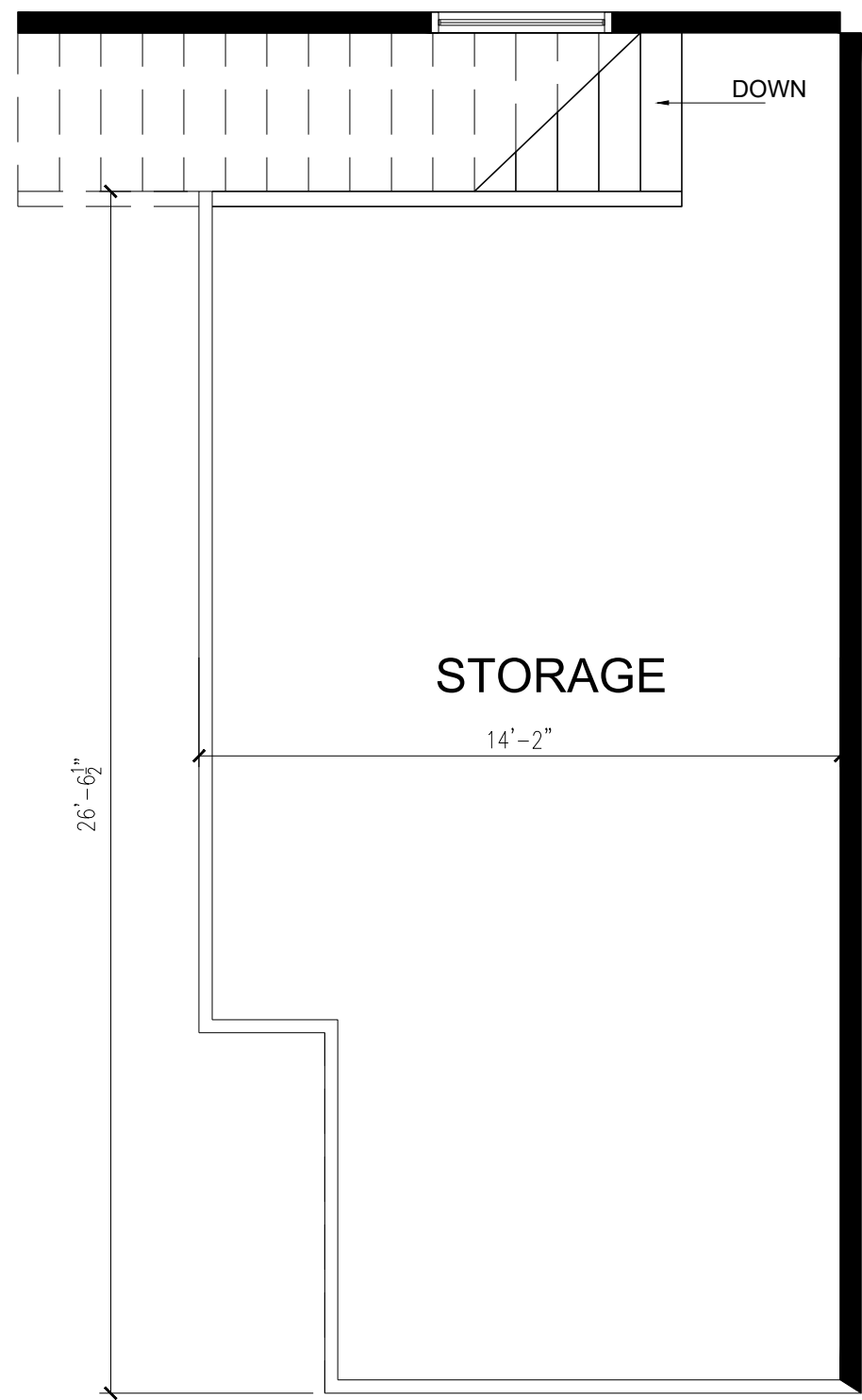
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Kref: SHEET BORDER.dwg, Site 10-9-24, Site 10-31-24





FIRST FLOOR PLAN

SCALE: 1/4"=1'-0"



SECOND FLOOR PLAN

SCALE: 1/4"=1'-0"

MARC ISAKSEN DESIGN, L.L.C.
1005 EGG HARBOR RD, SUITE 114
STURGEON BAY, WISCONSIN 54235
EMAIL: midarchitect@gmail.com
PHONE: 920-559-7069
FAX: 920-743-3813

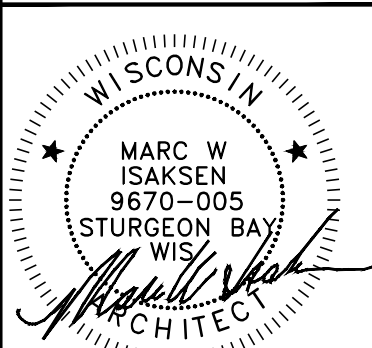
REV	DATE	DESCRIPTION	BY

DESIGNED BY:
MWI
CHECKED BY:
MWI

EAGLE MECHANICAL
PRELIMINARY PLANS

SISTER BAYDOOR COUNTY, WI

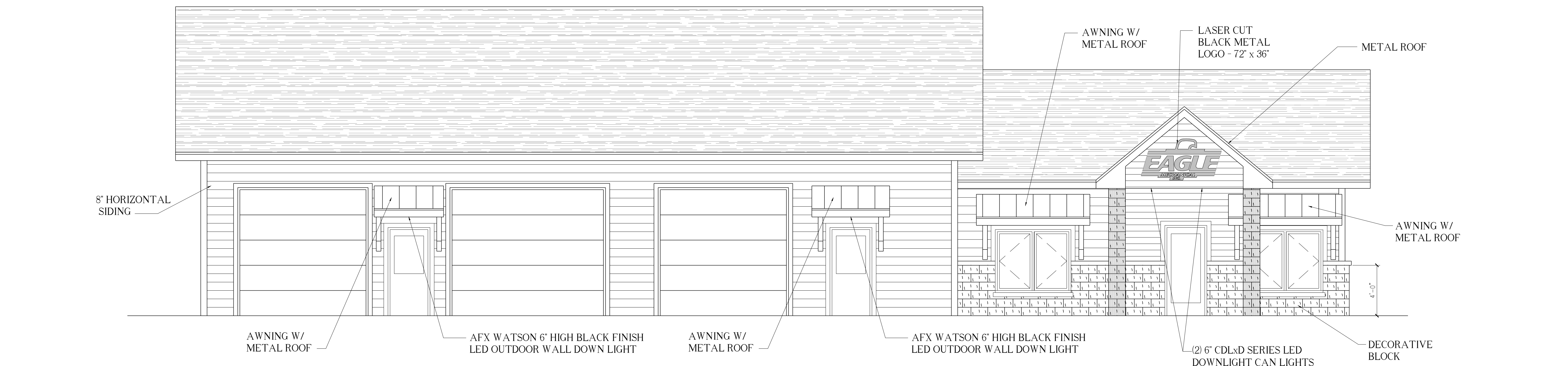
DATE
10/09/24
PROJECT NO.
24-862



SHEET NO.

A1

SHEET SIZE: 24x36



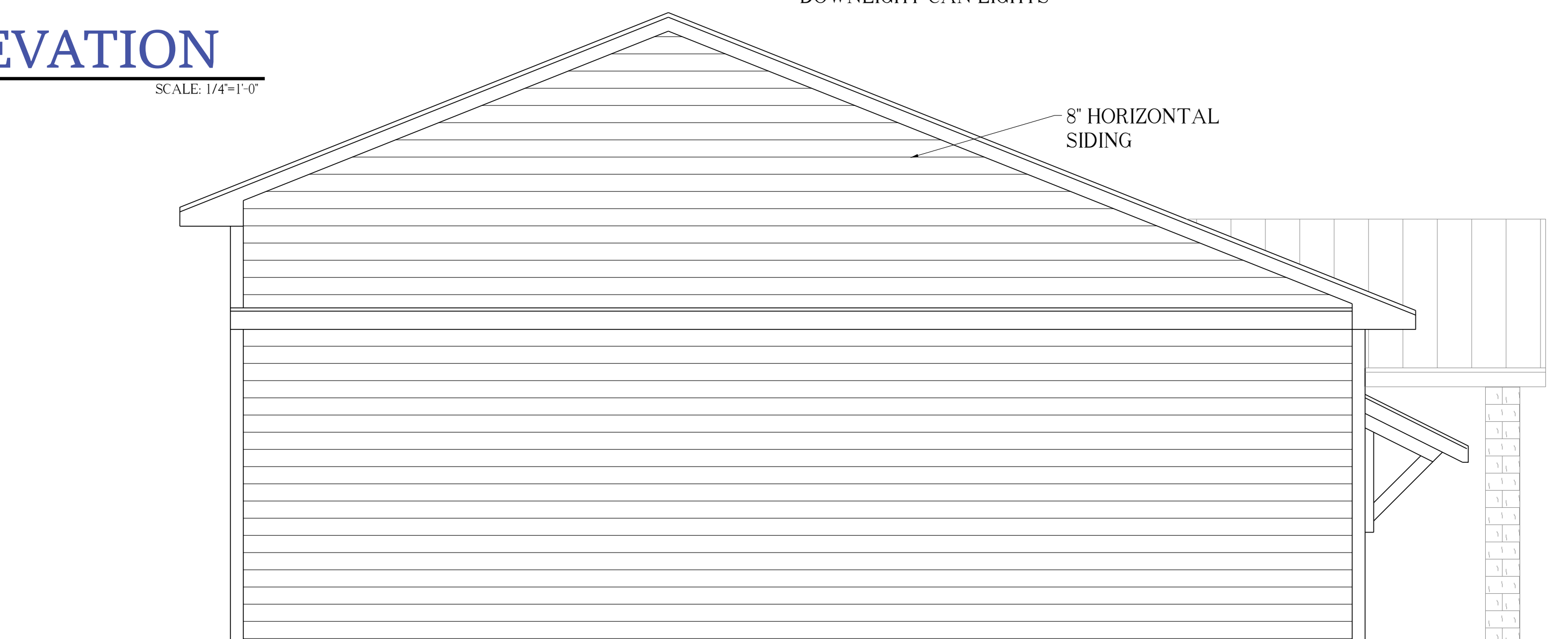
SOUTH ELEVATION

SCALE: 1/4"=1'-0"



EAST ELEVATION

SCALE: 1/4"=1'-0"



WEST ELEVATION

SCALE: 1/4"=1'-0"

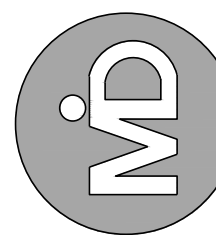


NORTH ELEVATION

SCALE: 1/4"=1'-0"

MARC ISAKSEN DESIGN, L.L.C.

1009 EGG HARBOR RD, SUITE 114
STURGEON BAY, WISCONSIN 54235
EMAIL: midarchitect@gmail.com
PHONE: 920-559-7069
FAX: 920-743-3813



REV	DATE	DESCRIPTION	BY

DESIGNED BY:
MWI

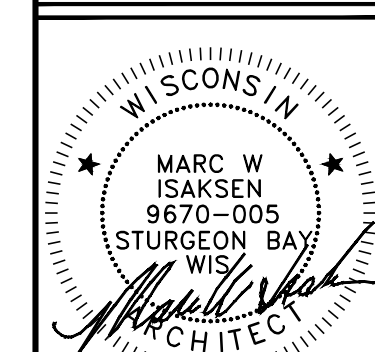
CHECKED BY:
MWI

EAGLE MECHANICAL
PRELIMINARY PLANS

DOOR COUNTY WI

SISTER BAY

DATE	10/15/24
PROJECT NO.	24-862



SHEET NO

E1

SHEET SIZE: 24x36

AGENDA ITEM 8e

Assessment Services Contract; Action
Appraisers & Consultants, Inc.



STAFF REPORT – ASSESSMENT SERVICES

Date: November 19, 2024

Board/Committee: Village Board

Re: Tax Assessment Contracts

Author: Julie A. Schmelzer, Village Administrator

Contract Situation

The village currently contracts with Action Appraisers for their assessment services and has since 2014. We sign a four-year contract and pay \$28,500 a year for services ('Scope of Services'). This October we received a new proposed contract showing services would be \$43,815 each year, including the 2017 revaluation. The 2017 revaluation includes the contractor conducting exterior inspections, verifying improvements (presumably based on permit data) and taking photos. I let them know we had already completed our budget and we could not pay \$43,815 in 2025, so they amended the contract to have the increase effective in 2026. The new contract would charge us \$48,920 every year after 2025.

Concerned about the price changing from \$28,500 to \$43,815 to \$48,920, Vlad and I reached out to Associated Appraisal for a quote. Associated offered a five-year contract, starting at \$28,000 in 2025 and increasing \$1000 annually (\$32,000 by 2029). They also offer revaluation services, ranging from \$100,000 (exterior only like the competitor) to \$130,000 (includes interior revaluation), paid for annually across the contract term.

Cost

- Action Annual: (\$175,260 for four years/Ave. \$43,815 annually. Locked in for 4 years.)
- Associated Annual: (\$150,000 for five years/Ave. \$30,000 annually PLUS \$100,000 for exterior revaluation/\$20,000 annually = \$50,000. Locked in for 5 years. Option to do inside inspections during revaluation increases overall price to \$56,000 annually.)

Service Area

- Action Appraisers also serve the towns of Baileys Harbor, Egg Harbor and Jacksonport and the Village of Egg Harbor.
- Associated Appraisers provide services to the towns of Forestville, Gibraltar, Liberty Grove, Nasewaupée, Sevastopol, Washington and the Village of Ephraim and the City of Sturgeon Bay.

Action

Both contracts have been attached for your review. The Board needs to approve a contract by the end of the year, preferably sooner to be respectful of the contractors.

Agreement for Maintenance & Revaluation Assessment Services

Prepared for the Village of Sister Bay
Door County, Wisconsin



October 21, 2024

CONTRACT AGREEMENT FOR CONSULTING, ASSESSING AND APPRAISAL SERVICES

Consulting, assessing and appraisal services agreement made this 21st day of October 2024, by and between the Village of Sister Bay, County of Door, State of Wisconsin (hereinafter referred to as "Client") and Action Appraisers and Consultants, Inc., 117 W. 3rd Street, Kaukauna, Wisconsin (hereinafter referred to as "Action").

SCOPE OF SERVICES

Action shall act as Assessor for Client and agrees to perform the work required by this agreement, in accordance with the Wisconsin State Statutes, the *Wisconsin Property Assessment Manual*, and all rules and regulations officially adopted by the Wisconsin Department of Revenue. Action shall supply the Client with consulting, assessing, and appraisal services for an Exterior Revaluation and Maintenance Assessment Services for 2025 - 2028. Action will complete this and in addition:

1. Inspection The following inspection cycle is to be completed by Action annually, namely:
 - a. Mail the state prescribed letter to property owners whose property requires interior view.
 - b. Maintain record of property owners who have refused interior inspection.
 - c. All new construction, annexed properties, and properties with a change in exemption status will be physically inspected and digital property records will be created or updated as needed to; take digital photos, and convert blue prints or home layout to electronic format.
 - d. Physically inspect properties affected by building removal, fire, or any other major condition changes.
 - e. Improved properties under construction over a period of years shall be re-inspected each year for level of completion. Keep records of each inspection and update property information and photos as changes occur.
 - f. Reappraise land values where property has been divided or where ownership splits occur.
 - g. Annually review land classifications to determined eligibility for agriculture use value, agriculture forest land and undeveloped land assessments.
 - h. Requests for review by property owners, made after the close the Board of Review and prior to the signing of the affidavit for the next assessment roll, shall be physically inspected during the current assessment cycle.
2. Revaluation Inspection
 - a. Mail postcards to the property owners notifying them of the upcoming revaluation.
 - b. Perform exterior inspections, verify improvements and take new pictures of all improved properties in the municipality.
 - c. View all vacant land and classify accordingly.
3. Sales
 - a. Record sales to digital Property Record Card
 - b. Review real-estate sales transfers
 - c. Validate and transmit sales to report to the Department of Revenue
 - d. Perform sales analysis and create new models for revaluation
 - e. Monitor sales and the assessment ratio, adjust values to keep the village in compliance.

4. Completion of Assessment Roll and Reports

- a. Annually receive new parcels, splits, maps, and legal description changes from the county.
- b. Maintain accurate owner information, annually receive file from county with names and address update.
- c. Mail a Notice of Assessment letter for each taxable parcel of property whose assessed value has changed from the previous year.
- d. During the revaluation mail a Notice of Assessment letter to all property owner for each taxable parcel.
- e. The Notice of Assessment letter used shall be that prescribed by the Department of Revenue, and shall include the date, time, and location the Open Book Conference(s) will be held.
- f. Action shall be responsible for the proper completion of the assessment roll in accordance with current statutes and the *Wisconsin Property Assessment Manual*.
- g. Final assessment figures for each property shall be provided by Action to the Client, and the roll shall be totaled to exact balance.
- h. Action shall prepare and submit the Municipal Assessment Report to the Wisconsin Department of Revenue in a timely manner according to the guidelines set by the Department of Revenue.

5. Open Book Conference

- a. Upon completion of the Assessment roll, prior to the Board of Review, Action shall be available for the Open Book Conference(s) to allow property owners the opportunity to discuss their property with the assessor and get questions answered.
- b. Action shall verify that statutorily required instructional materials are available.

6. Board of Review

- a. Action shall attend all sessions of the Client's Board of Review for as many days as required. Action shall explain and defend the values placed upon each property under oath.
- b. In the event of an appeal to the courts, it is agreed that Action shall be available to furnish testimony in defense of the assessed values.
- c. It is the Client's responsibility will be to supply Action with adequate space in the Client's office at no cost to Action.

GENERAL REQUIREMENTS

1. Ownership of Records

The Municipality owns any and all assessment data regardless of the terms of the licensing of the software. All assessment data, such as parcel attributes, sketches, and photographs, must be stored in an electronic format.

2. Reimbursement of Expenses

The client shall have no obligation to reimburse Action for any expenses.

3. Insurance

- a. Action shall maintain Workmen's Compensation Insurance covering its staff.
- b. Action shall maintain Public Liability Insurance insuring the Client against any damages that may occur because of Action and Action's staff.

TERMS AND TERMINATION

1. **Term**

The term of this Contract shall be from January 1, 2025 to December 31, 2028. Action shall have completed all work under this agreement. The date of completion may be extended, if necessary, under the terms of this contract and by mutual consent.

2. **Termination**

Either party may terminate this Contract only with cause, cause being defined as default of the other party of the terms of this Contract, upon sixty (60) days written notice to the other party of alleged default. If the party so notified fails to cure such default within sixty (60) days from receipt of such notice, the contract shall then terminate. Upon termination by either party, both Action and Client shall act in good faith with each other and cooperate in the orderly transfer of records.

COMPENSATION

For the above-specified services, Action shall be paid as follows:

2025 Maintenance Services - \$28,500
 2026 Maintenance Services - \$48,920
 2027 Revaluation Services - \$48,920
 2028 Maintenance Services - \$48,920

ACTION APPRAISERS AND CONSULTANTS, INC.

By

 Amy Zacharias, President

 Date

VILLAGE OF SISTER BAY

By:

 Nate Bell, President

 Date

ATTEST:

 Heidi Teich, Clerk

 Date

Breakdown of Revaluation & Maintenance Fees for 2025 - 2028

Original contract amount \$43,815 2025-2028 with a revaluation in 2027

Adjust 2025 per Village Request to \$28,500

\$43,815

~~-\$28,500~~

15,315 / difference spread over remaining 3 years of contract = \$5,105 per year

\$43,815

+ 5,105

\$48,920 contract amount for 2026-2028



ASSOCIATED
APPRAISAL
CONSULTANTS, INC.



**ASSESSMENT
SERVICES PROPOSAL**
2025- 2029
*Qualifications and
supporting documentation*



**PREPARED FOR
VILLAGE OF SISTER BAY**
November 1, 2024





W62237 Neubert Road
Appleton, WI 54942
p (920) 749-1995
f (920)-731-4158
apraz.com

November 1, 2024

Julie Schmelzer
Administrator
Village of Sister Bay

Dear Ms. Schmelzer:

I am pleased to provide the Village of Sister Bay with a proposal for statutory assessment services including a revaluation during the 2025-2029 assessment years.

Associated Appraisal Consultants, Inc. has been in the mass appraisal business since 1959. Our primary focus is municipal assessment through annual maintenance and revaluation programs. We currently serve as statutory assessor for more than 250 Wisconsin municipalities with a diverse variety of property types, ranging from the mansions of Lake Geneva to the unique properties of Wisconsin Dells, as well as Lake Superior communities and everything in between.

We offer unparalleled service and expertise. While our assessors are in the field, our administrative staff is in the office, Monday through Friday, to assist our clients, property owners, and businesses. Our staff is highly trained, and we pride ourselves on being prompt and professional when taking phone calls or responding to emails from property owners.

We also provide an optional service to our clients to have their municipal assessment records posted on our website. The website offers easy-to-use search criteria and shows land and improvement data, including digital photos of all properties within the municipality. Please visit our website at www.apraz.com and click on "Property Search."

Our professional image also sets us apart from other assessment firms. When fieldwork begins, your residents can readily identify the Associated Appraisal Consultants team by our fleet of trucks clearly displaying our company name and logo. In addition, field appraisers wear company clothing and carry photo ID tags and letters of introduction from the Village while conducting onsite inspections.

Associated Appraisal Consultants, Inc. uses cutting-edge computer-aided mass appraisal software to capture and create modern computerized assessment records. Our records include digital photographs, computerized sketches of buildings, a map indicating location of property, sales data, permitting information and all owner correspondence. We continually invest to utilize the latest technology to serve our customers.

This is our business. We are proud of the reputation we have in the industry, from both our clients and state equalization officials. We put our best foot forward with every opportunity.

We welcome with great enthusiasm the prospect of working with you!

Respectfully,

A handwritten signature in black ink, appearing to read 'Mark Brown', with a long horizontal flourish extending to the right.

Mark Brown
President



Our experienced and knowledgeable team is here to serve you and your property owners.

OUR MISSION

To provide our municipal clients the highest standard of assessing services. We do so by following sound assessing methodology, developing municipal equity without bias and providing a professional, courteous staff.

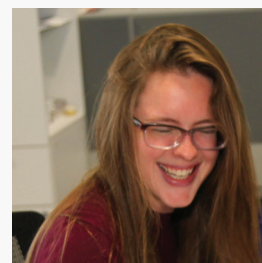
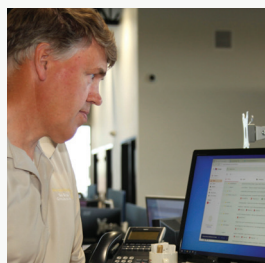


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BY THE NUMBERS

Associated Appraisal serves over **250 municipalities** throughout the state of Wisconsin containing a total inventory of approximately **700,000+** real estate parcels and **30,000+** personal property accounts for a total assessed value of over **\$87 billion** making us the **largest mass appraiser** in Wisconsin.

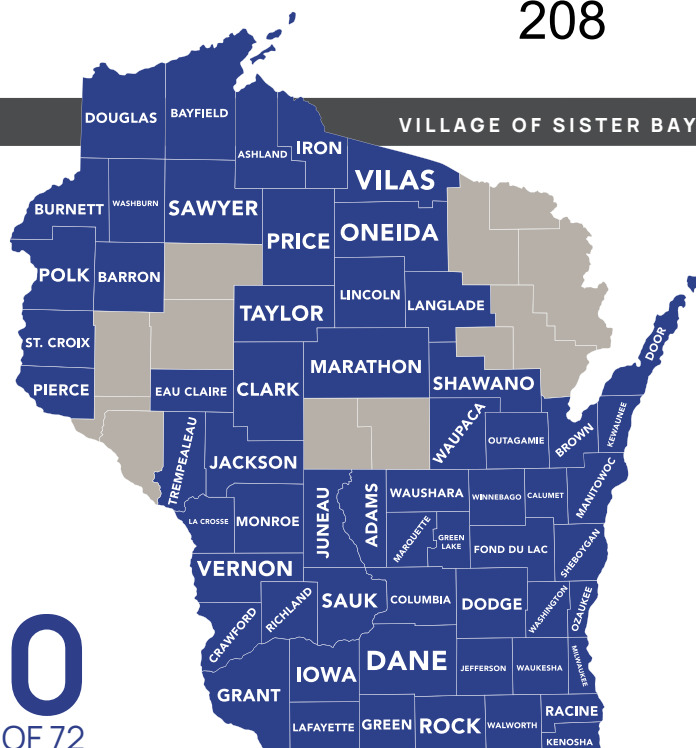
Who we serve

45
CITIES

131
TOWNS

75
VILLAGES

60
OUT OF 72
COUNTIES



62 MOBILE HOME COMMUNITIES in 26 municipalities with over **4,000 sites** subject to monthly permit fee

302 ACTIVE TIDs (Tax Incremental Districts)



Why AAC?

Associated Appraisal has been in the mass appraisal business since 1959. Our primary focus is municipal assessment through maintenance and revaluation programs. Our client base is divided between providing services directly to municipalities by acting as their statutory assessor or supporting the local municipal assessor.



Associated Appraisal maintains a professional image in the field, at the Open Book, and Board of Review hearings. For identification in the field, our staff members carry letters of introduction for the municipality, wear company ID tags and apparel, and drive red company vehicles clearly identified as part of the Associated Appraisal fleet.



When you call our office, Monday through Friday, you will be greeted by a friendly voice ready to direct your inquiry to an appropriate team member who will be happy to assist you. Our website offers links to important information and access to property assessment records twenty-four (24) hours per day.

Each municipal client has a primary point of contact, the project technician, providing a consistent relationship with the Associated Appraisal team. Our corporate office is in Appleton with satellite offices in Lake Geneva (Southern) and Hurley (Northern).



WE DO ASSESSMENTS RIGHT

Assessment documentation is what sets Associated Appraisal above the rest. For property owners demanding answers to assessment methodology, we document all aspects of a maintenance or revaluation project.

Our property records include:

- land data
- improvement attributes
- sketch and pictures
- current and historical sales data
- applicable appraisal reports
- property maps
- and any additional documentation needed to defend values

Each year, maintenance and/or revaluation guidebooks are prepared for use during Open Book or Board of Review to aid in understanding the appraisal methodology used and provide the public with data used in our analysis.

Included in these reports:

- current assessment levels
- property sale attributes with recent pictures
- all database data for valuation tables
- a detailed sales analysis
- applicable appraisal reports
- property maps
- any additional reports needed to support values



We're dedicated to your success.

ASSOCIATED APPRAISAL CONSULTANTS, INC.

W62237 Neubert Road
Appleton, WI 54942

Phone: (920) 749-1995
Fax: (920) 731-4158
Website: apraz.com

Mark Brown President

W62237 Neubert Road
Appleton, WI 54942
Email: mabrown@apraz.com
Direct: (920) 224-8802

Associated Appraisal adheres to the Wisconsin Property Assessment Manual and the annual timelines as developed by the Wisconsin Department of Revenue.

ACCURACY MATTERS

Simply put, Associated Appraisal's property record database management, valuation practices, and assessment documentation sets us above the rest.

A few examples of areas Associated Appraisal outperforms the competition

QUALITY OF WORK

AAC is superior time and time again in assessment equity and uniformity. This can be seen in our assessment-to-sale ratio studies after conducting a revaluation. While our competitors factor values to gain statutory compliance, AAC takes pride in precise CAMA modeling, data collection, and great attention to detail throughout all aspects of the assessment process. This results in a much higher quality of work which will save municipalities money and future headaches/complaints in the long run. Inferior work conducted by our competitors results in homeowner frustration and unfair assessments.



CUSTOMER SERVICE

AAC excels in customer service. While other companies seem to avoid the hard questions from homeowners, AAC responds quickly and respectfully as we have nothing to hide and believe in transparency. We have the most Level II and III assessors in the state. We work together as a team to provide the highest level of customer service.



APPRAISAL TRAINING

AAC has highly trained and competent appraisal staff, which is the foundation for collecting quality data. AAC invests in its appraisal staff with individualized training and utilizes the latest technologies. This results in appraisers who professionally interact with homeowners and gather the most accurate data.



LONG-TERM RELATIONSHIPS

AAC doesn't chase municipalities because they have good assessment data. Many times, when AAC contracts with a new municipality, the data we receive is out of compliance. It is important to be mindful of competitors who "chase after" AAC municipalities because of the high-quality work we perform. We believe in mutually beneficial long-term relationships with municipalities and not short-term profits.



INTEGRITY

Ethical behavior is at the core of AAC's culture... We unwaveringly hold employees accountable to the highest standards. Public trust in our performance is the foundation of our credibility.





ASSESSMENT CYCLE

The following summary of events is not all inclusive but identifies significant primary activities, deadlines and timeframes during a typical annual maintenance year.

All property records are updated to reflect important changes that have occurred since the prior assessment year, such as new construction, building permits, zoning or land use changes, ownership and mailing updates among other things.

All real estate sales from the previous year are reviewed and validated by the assessor. All required property record data is electronically sent to the Wisconsin Department of Revenue (DOR).

A new assessment roll is prepared, including parcel changes from annexations, splits, and merges, as well as ownership changes from sales.

Field inspections are conducted as needed for all parcels impacted by the events listed above along with all previous partial assessments from the prior assessment year.

Open book and Board of Review dates along with general assessment timelines and public relation plans are set with the municipal Clerk.

JANUARY/FEBRUARY



Assessor receives and requests for property tax exemption (form PR-230). These exemption requests are carefully reviewed. Assessor makes a determination either to grant or deny the exemption and responds in writing to the requester.

Assessment-to-sale ratio analysis is conducted to determine an estimated level of assessment (assessment ratio), along with monitoring equity and uniformity of assessments as compared to sales.

Notices of changed assessment are mailed along with informational inserts to help explain the process and direct property owners to helpful information sources such as our website and the DOR publications.



MARCH

Open book meeting(s) is either held in-person or over the phone. Property owners may contact AAC at any time to ask questions or to find out how their assessment was determined.

APRIL



Assessor attends the Board of Review (BOR) meeting(s) to deliver the final assessment roll and to defend assessed values in the event of any appeals. AAC provides reports to the BOR showing such things as net new construction values, estimated level of assessment, and the municipality's compliance status with state requirements.

Final assessment values are balanced with the County along with timely filing of all required reports with the DOR, such as the Municipal Assessment Report (MAR).

MAY/JUNE





OUR EDUCATION OUTREACH PROGRAM

We understand the importance of having a strong, proactive communication and education program to help you engage with your community's property owners. As we have learned from over 60 years of doing this work, being open and transparent with property owners as you begin assessments is critical.

We will partner with you to supply you with content, data, key communication pieces, and a public relations plan that will rectify misconceptions, eliminate inaccuracies, and garner the support of your community as we provide you with the very best, technically sound assessment services – free from errors and defensible from an equity standpoint.

We stake our reputation on it and it's why we've been Wisconsin's preferred assessor for decades. We're in this together!



SOCIAL MEDIA

We provide helpful educational content to share on social media platforms.



TOOLKIT FOR MUNICIPALITIES

We provide an online toolkit for municipalities rich with resources to enhance the communication process.



NOTICES

We mail out notices to inform property owners of upcoming assessment work.



ONLINE RESOURCES

Our website is rich with educational content. We have also created YouTube Videos and Infographics to help make the assessment process more understandable/interesting.



TECHNOLOGY

From digital data collection to our cloud-based solutions, we are modernizing the assessment process end to end.



EXAMPLES OF SOCIAL MEDIA POSTS

FICTION
Assessed values can only change once every five years.

FACT
State law requires updating assessed values as often as annually to maintain fair and equitable property tax distribution.

WHAT'S A MILL RATE?

An increase in assessed value does not equate to an increase in your taxes. With a 25% increase in assessment value, an increase of assessed value could lead to no increased tax.

Year	Assessed Value	Mill Rate	Taxes
2022	\$200,000	.020	\$4,000
2023	\$250,000	.016	\$4,000

YOUR INSPECTION INCLUDES:

- Review notes of the property and the current property conditions in our database.
- Location of property permits in the windows or elsewhere on the property.
- When we arrive, we'll knock or ring the doorbell and explain why we are visiting (remodel, new construction, permit).
- If no one is home, we will leave a door tag.

COMMON INSPECTION TYPES

EXTERIOR Most Common	INTERIOR Least Common	PERMITS	NEW CONSTRUCTION
- Verify recent enhancements. - Check property data. - Take new exterior images.	- Verify any recent enhancements. - Inspect condition of interior. - Review property data. - No images taken inside.	- Flag for another visit if not complete. - Update sketch of property. - Take exterior image if complete.	- Verify permit complete. - Flag for another visit if not complete. - Review the construction plans. - Create a sketch of the property. - Take exterior image.

FACT vs FICTION

About Property Assessments

DID YOU KNOW?

Assessors do not calculate or collect taxes. Assessors are responsible to provide uniform property values so that the property tax burden can be fairly distributed.

What is an Improvement?

All buildings, structures, and features as a whole that have been constructed and remain on the property. Below are some common examples of improvements.

- House
- Garage
- Utility Shed
- Pool

www.apraz.com

WE CREATE MAXIMUM TEAM SUPPORT



Appraising Property, Not People

Our firm considers property, not people, when establishing assessed values. We leave out the affordability factor when setting our values. We review property without the influence of friends, neighbors and enemies. Our only intent is to establish true market values.



Immunity to Pressures

We as the "outside assessor" are independent of local creditors and business influence. We do not run for public office, therefore we are not seeking constituents' votes. We have the freedom to establish values as the market dictates, without a concern for public pressures.



Customer Inquiries

When taxpayers need questions answered, we have a large staff of highly trained technicians ready with the answer. Municipal officials are spared the task of researching and answering the endless stream of technical questions from property owners.



Experience & Training

Our appraisers not only have their own education and experience as a foundation, but also draw upon the collective knowledge of the entire team. Our firm has been in the municipal mass appraisal business for over 60 years. All members of our customer service staff are certified by the Wisconsin Department of Revenue as Assessment Technicians, and all project managers are certified Level II Assessors.



Accepted Standard & Proven Methodology

We utilize industry standard methodology to determine values. We are highly skilled at incorporating the cost approach, market approach and income approach in our valuation models. We abide by the standards set in the Wisconsin Department of Revenue Assessors' Manual Volume 11, and The Marshall and Swift Cost Guides. The market approach is our primary method of valuation when adequate sales data is available.



Customer/ Public Access

Our courteous and professional staff is experienced at handling all types of inquiries from municipalities, taxpayers, realtors and financial institutions. Our records are public, and are easily available through the Internet, e-mail, fax or phone. Our website offers municipalities and property owners access to their information at any time day or night. Our office hours are Monday through Friday, 8:00a.m. - 4:00 p.m.



OUR FIRM'S LEADER



Mark Brown

President

About Mark

Assessor with vast experience performing reviews, inspections and appraisals of property using independent discretion and judgment within the guidelines set forth by statutory requirements, and department policies and procedures. Experienced municipal Assessor, having successfully performed over 200 full-scale municipal revaluations, and successfully served as chief assessor for towns, villages, and cities throughout the state of Wisconsin.

Summary of Qualifications

- 20 years experience in appraisal and assessment.
- Considerable ability to communicate complex information tactfully and effectively, both orally and in writing, with state regulatory agencies, county regulatory agencies, elected officials, municipal staff, and the general public.
- In-depth knowledge of accepted principals, methods and techniques of property appraisal including computerized assessment systems.
- Extensive knowledge of all laws and regulations pertinent to local tax assessments.
- Strong knowledge of real estate property values and land economics.
- Ability to accurately perform mathematical calculations, analyze data, and prepare reports.
- Experience working with a variety of mass appraisal computer systems, including Market Drive, GSA, Microsolve, GVS, MCost, Vision, Universe, and others.
- Strong project management skills including the ability prioritize projects and to organize, plan and direct the work of staff.
- Ability to read and interpret a wide variety of legal documents.
- Successful experience in defending valuations at Open Book, Board of Review, Department of Revenue appeals and Circuit Court.

Certifications • WI60828CA

- Assessor III Certification
- Assessor II Certification

Professional Experience

Associated Appraisal Consultants, Inc., Appleton, Wisconsin
2004 – Present

Career Growth @ AAC

Staff Appraiser > Director of Project Management > President

Education

St. Norbert College, De Pere, Wisconsin
Bachelor of Business Administration, 2004

Contact

W62237 Neubert Road, Appleton, WI 54942
Email: mabrown@apraz.com
Direct: (920) 224-8802



YOUR KEY CONTACT



Dean Peters

Vice President of Maintenance Services

About Dean

A skilled and experienced municipal Assessor, having successfully performed over 200 full-scale municipal revaluations, and successfully served as chief assessor for towns, villages, and cities throughout the state of Wisconsin.

Summary of Qualifications

- 25 years experience in appraisal and assessment.
- In-depth knowledge of professionally accepted appraisal practices for residential, commercial, multi-family and agricultural property.
- Full working knowledge of laws and regulations pertaining to local property tax assessment.
- Strong knowledge of real estate property values and land economics.
- Extensive experience with analysis of trends in market value based on real estate sales.
- Familiarity with variations in building construction costs throughout Wisconsin.
- Extensive experience with appraisal of high-value lakefront property.
- Successful experience in defending valuations at Open Book, Board of Review, Department of Revenue appeals and circuit court.
- Experience working with a variety of mass appraisal computer systems, including Market Drive, GSA, Microsolve, GVS, MCost, and others.
- Ability to effectively communicate complex information with state and local government, elected officials, municipal staff, the media, and general public.
- Involved in managing, training, and educating of assessment staff.

Certifications • WI77308CA

- Assessor III Certification
- Assessor II Certification
- Assessor I Certification
- Property Appraiser

Professional Experience

Associated Appraisal Consultants, Inc., Appleton, Wisconsin
1999 – Present

Career Growth @ AAC

Staff Appraiser > Project Manager > Director of Project Management >
VP of Maintenance Services

Education

University of Wisconsin, Madison
Bachelor of Arts, 1999

Contact

W62237 Neubert Road, Appleton, WI 54942
Email: dpeters@apraz.com
Direct: (920) 224-8803



2023 AAC MUNICIPALITIES OVER \$1 BILLION IN EQUALIZED VALUE

*Municipality	Population	2023 Equalized Value	Total Parcel Count	Type of Assessment Services
City of Middleton	21,050	\$5,136,907,300	7,460	Maintenance (2022 Revaluation)
City of Verona	12,737	\$3,988,131,200	5,405	Maintenance (2022 Revaluation)
Village of Germantown	20,686	\$3,929,189,400	8,672	Maintenance (2024 Revaluation)
City of Neenah	26,333	\$3,107,857,600	10,387	Maintenance (2023 Revaluation)
Village of Waunakee	14,399	\$3,066,940,300	5,247	Maintenance (2023 Revaluation)
City of Manitowoc	34,570	\$3,022,332,000	13,738	Maintenance (2025 Revaluation)
Town of Linn	2,459	\$3,010,462,200	3,183	Maintenance (2024 Revaluation)
Village of Richfield	11,948	\$2,557,956,000	5,872	Maintenance (2021 Revaluation)
City of Lake Geneva	8,504	\$2,260,598,500	5,051	Maintenance (2023 Revaluation)
Village of Sussex	11,373	\$2,259,570,900	4,200	Full Value Maintenance
Village of Lake Delton	2,900	\$2,152,548,100	4,175	Maintenance (2024 Revaluation)
Village of Deforest	10,624	\$2,085,360,300	4,212	Full Value Maintenance
City of Hartford	15,870	\$2,015,267,500	6,011	Maintenance (2022 Revaluation)
Village of Grafton	11,989	\$2,013,893,300	4,167	Maintenance (2020 Revaluation)
City of Menasha	17,468	\$1,734,048,800	5,259	Full Value Maintenance
Town of Liberty Grove	1,786	\$1,601,533,700	4,627	Full Value Maintenance
City of Port Washington	11,954	\$1,594,172,800	4,621	Maintenance (2021 Revaluation)
Village of Fox Point	6,826	\$1,592,808,900	2,664	Maintenance (2023 Revaluation)
Village of Little Chute	11,947	\$1,462,895,500	3,907	Maintenance (2021 Revaluation)
City of Sturgeon Bay	9,542	\$1,456,712,100	4,619	Maintenance (2020 Revaluation)
Town of Westport	4,038	\$1,441,668,300	2,906	Maintenance (2019 Revaluation)
Village of Mukwonago	8,126	\$1,436,940,800	3,138	Maintenance (2024 Revaluation)
Town of Mukwonago	7,979	\$1,408,313,700	3,381	Maintenance (2024 Revaluation)
Village of Williams Bay	2,614	\$1,396,515,100	2,507	Maintenance (2022 Revaluation)
Village of Pewaukee	7,883	\$1,361,836,700	2,945	Maintenance (2023 Revaluation)
Village of Twin Lakes	6,388	\$1,354,185,700	4,098	Maintenance (2024 Revaluation)
City of Fort Atkinson	12,395	\$1,352,486,400	4,600	Maintenance (2023 Revaluation)

*Complete client list available upon request.



REFERENCES



City of Sturgeon Bay

Marty Olenjniczak
Community Development Director
421 Michigan Street
Sturgeon Bay, WI 54235-2217
920-746-6908
molejniczak@sturgeonbaywi.gov



Town of Gibraltar

Travis Thyssen
Administrator
4097 Highway 42
Fish Creek, Wisconsin 54212
920-868-1714
tthyssen@gibraltarwi.gov



Town of Liberty Grove

Walter Kalms
Administrator
11161 Old Stage Rd.
Sister Bay, WI 54234
920-854-2934
tlibertygrove@gmail.com



ASSESSMENT SERVICES COST

For over 60 years, AAC has been a trusted partner in providing Wisconsin municipalities with general assessment and revaluations services. Our annual maintenance assessment services will meet or exceed all Village expectations and state requirements. We uniquely understand your real estate market and the necessary time commitment to provide your residents and business owners with best-in-class assessment services.

The figures below are for the assessment years 2025, 2026, 2027, 2028, and 2029 beginning not later than January 1, 2025.

Assessment Services	2025	2026	2027	2028	2029	TOTAL
Total Annual Compensation Rate	\$28,000	\$29,000	\$30,000	\$31,000	\$32,000	\$150,000
Optional Annualized Amount	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$150,000
Assessment CAMA Software	Included	Included	Included	Included	Included	Included
Annual Maintenance Services	Included	Included	Included	Included	Included	Included
Web Hosting of Assessment Data	Included	Included	Included	Included	Included	Included
Educational Outreach Program	Included	Included	Included	Included	Included	Included
Postage & Mailing Services	Included	Included	Included	Included	Included	Included
Open Book & Board of Review	Included	Included	Included	Included	Included	Included
*TOTAL	\$28,000	\$29,000	\$30,000	\$31,000	\$32,000	\$150,000

*The above fee(s) for each year of this proposed contract are in not-to-exceed sums including all labor, materials, transportation costs, meals, lodging, Open Book and Board of Review expenses.



ASSESSMENT SOFTWARE

AAC is flexible regarding the computer-aided mass appraisal (CAMA) software to be used in the Village of Sister Bay and looks forward to discussing potential options and the best choice for the village's needs both short and long term. AAC currently uses Market Drive™ as our CAMA software, which is used by over 1,500 Wisconsin municipalities and will meet or exceed all assessment software requirements.



OPTIONAL REVALUATION SERVICES

Our revaluation assessment services will meet or exceed all requirements described in the Wisconsin Property Assessment Manual. No other assessment company in Wisconsin provides the level of accuracy, uniformity and quality of our revaluation services and final results (see addendum A1). Optional add-on assessment services for a revaluation would be in addition to the price of annual maintenance (see page 12). Revaluation costs can be amortized over the term of the contract. The Wisconsin Department of Revenue (DOR) recommends an onsite inspection revaluation occurs at least once every ten years.

The figures below are for conducting a revaluation during one of the 2026-2029 assessment years.

Optional Revaluation Assessment Service

	Cost of Services
Full Inspection Revaluation	\$130,000
Exterior Only Revaluation	\$100,000
Interim Market Update Revaluation	TBD based on records
Annual Maintenance Assessment Services	<i>Not Included (see page 12)</i>
Assessment CAMA Software	Included
Web Hosting of Assessment Data	Included
Educational Outreach Program	Included
Postage & Mailing Services	<i>Not Included</i>
Open Book & Board of Review	Included

Full & Exterior Onsite Revaluations

AAC would physically inspect 100% of the taxable improved properties in one year and update assessment records. All taxable parcels would be updated to reflect recent market value sales utilizing mass appraisal methods. A full inspection revaluation would include both interior walkthroughs and exterior inspections. The exterior only revaluation option would only include onsite exterior inspections.

Interim Market Update Revaluations

All taxable parcels would be updated to reflect recent market value sales utilizing mass appraisal methods. Only those parcels with "Maintenance" related reasons to visit would be inspected onsite. This option works best when the property record card information is deemed reliable and a full inspection or exterior only revaluation has been completed within the last five years and the overall assessment level shows an unacceptable degree of variance in some neighborhoods, property types or classes. This would be the best option for the municipality if an on-site inspection revaluation had taken place within the past five to ten years otherwise property record card information and building pictures would be outdated.

ADDENDUM

A I Accuracy in Assessment Work Comparison	A1
B I Department of Revenue Requirements	B1
C I Certificate of Insurance	C1



Demonstration of Accuracy in Assessment Work

A major objective of assessment/sales ratio studies is to determine the degree of assessment uniformity. This measure of assessment performance is gauged by looking at the level of assessment and the degree to which individual assessments differ from that level. The below ratio studies only include transactions of valid or arm's-length sales in accordance with the Wisconsin Property Assessment Manual. Sales data and statistics correspond to the calendar year of the sale as recorded via the Real Estate Transfer Return provided to the Assessors office. A series of ratios by itself does not tell much about assessment performance. A basic understanding of statistics is needed to successfully interpret the following ratios as published by the Wisconsin Department of Revenue each year.

Associated Appraisal Consultants, Inc.						
	Village of DeForest	Village of Sussex	City of Neenah	City of Verona	City of Middleton	WPAM & IAAO Standards
Equalized Value	\$1,828,925,000	\$1,921,321,200	\$3,030,144,600	\$3,629,798,500	\$4,775,023,600	
Scope of Work	Full Value	Full Value	IMU Revaluation	IMU Revaluation	IMU Revaluation	
# of Residential Sales	156	125	253	176	264	
Aggregate Ratio	90.45	92.55	91.60	87.58	87.77	100.00
Mean Ratio	90.69	93.60	91.23	88.08	88.69	100.00
Median Ratio	91.66	93.93	91.89	87.95	88.72	100.00
Coefficient of dispersion	7.92	6.76	7.85	6.69	8.94	5 - 10
Coefficient of concentration	88.5	91.2	90.9	92.1	79.9	80 - 100
Price Related Differential	1.00	1.01	1.00	1.01	1.01	0.98 - 1.03
Level of Assessment	94.40	93.23	100.13	94.97	95.21	90 - 110
Accurate Appraisal						
	City of Oconomowoc	City of De Pere	City of Watertown	Village of Fox Crossing	Village of Greenville	WPAM & IAAO Standards
Equalized Value	\$3,160,762,900	\$2,887,309,500	\$1,958,383,300	\$2,284,883,200	\$2,101,251,300	
Scope of Work	Full Value	Full Value	Exterior Revaluation	Full Value	IMU Revaluation	
# of Residential Sales	239	294	331	215	113	
Aggregate Ratio	89.83	88.23	87.97	92.07	95.20	100.00
Mean Ratio	102.97	99.69	92.32	101.57	102.51	100.00
Median Ratio	92.19	91.53	87.93	90.10	95.02	100.00
Coefficient of dispersion	30.02	23.11	20.15	23.44	23.08	5 - 10
Coefficient of concentration	65.3	65.7	58.9	71.6	62.8	80 - 100
Price Related Differential	1.15	1.13	1.05	1.10	1.08	0.98 - 1.03
Level of Assessment	99.01	95.82	100.68	96.30	97.07	90 - 110

Aggregate ratio—As applied to real estate, the ratio of the total assessed value to the total selling price. Advantage is that it takes dollar values into account. Disadvantage is that it is sensitive to extreme ratios.

Mean ratio—A measure of central tendency equal to the sum of the values divided by the number. Also referred to as arithmetic average or arithmetic mean. Advantage is that it is easily calculated and understood. Disadvantage is that it is sensitive to extreme ratios.

Median ratio—A measure of central tendency equal to that point in a distribution above which 50% of the values fall and below which 50% of the values fall. The 50th percentile is the 2nd quartile. The median is the ratio in the middle. Advantage is that it is not sensitive to extreme ratios.

Coefficient of dispersion—As applied to an assessment-to-sale ratio distribution, is the average distance in percentage terms that individual ratios lie from the median ratio. A reasonable dispersion is 10% - 15%; good is under 10%. **Big is bad.**

Coefficient of Concentration—A single statistic expressed in percentage terms which tells how many ratios are within +/- 15% of the median ratio.

Price-related differential—As applied to real estate, an analytical measure of the vertical uniformity of values in a given distribution calculated by dividing the mean ratio by the aggregate ratio; a ratio of more than one being generally indicative of the relative undervaluation of high priced properties as compared to the less valuable properties, whereas a ratio of less than 1 would indicate the converse relationship. Price-related differentials above 1.03 tend to indicate assessment regressivity; price-related differentials below .98 tend to indicate assessment progressivity.

ANNUAL ASSESSOR REQUIREMENTS BY ASSESSMENT TYPE

	Full Revaluations	Exterior Revaluation	Interim Market Update	Annual Review/Maintenance
Appropriate When	PRC outdated or inaccurate, <u>or</u> assessment uniformity is poor, <u>or</u> full revaluation not done in 10 years, <u>or</u> assessment uniformity is poor <u>or</u> reassessment is required per statute 70.75	Most PRC information can be verified by exterior inspection <u>and</u> full revaluation was completed within the past 6-9 years	PRC is deemed reliable <u>and</u> full revaluation completed within past 5 years <u>and</u> assessment level shows unacceptable degree of variance in some neighborhoods or classes	PRC is deemed reliable <u>and</u> revaluation was completed within past 5 years <u>and</u> assessment level during previous assessment year is within acceptable parameters
Real Property Affected	All property	All property	Changes identified in column D PLUS Analysis of problem strata identified from previous assessment year	Annexed properties Change in exemption status Demolitions and fire damage New construction Change in classification Parcels with ongoing construction Change in legal description Change in zoning
Land Study			As necessary	As necessary
Inspect Exterior	On-site inspection All buildings	On-site inspection All buildings If no changes, may use digital imaging technology to supplement field re-inspections with a computer-assisted office review	Buildings w/changes	Buildings w/changes
Inspect Interior	All buildings	Buildings with changes	Buildings with changes	Buildings with changes
Building Measurements	Measure all buildings	Measure or verify as needed	Measure or verify as needed	Measure or verify as needed
Photos	All primary buildings	As needed	As needed	As needed
Sketch	All primary buildings	As needed	As needed	As needed
Analyze Neighborhoods, Property Types, and Trends	Required	Required	Required. Results determine whether assessment is full value or aggregate assessment level	Optional
Property Record Card (PRC)	Create new	Update/create new as needed	Update/create new as needed	Update/create new as needed
Review Classifications	Required	Required	Required	Required
Validate Usability of Sales	Required	Required	Required	Required
Verify Sales Attributes (Ch 7 and 9)	Required	Required	Required	Required
Parcels to be Valued	All parcels	All parcels	Parcels with changes	Parcels with changes
Review/Revalue Properties	All parcels	All parcels	Parcels with changes	Parcels with changes
Assessment Level	Full value	Full value	Aggregate assessment level or full value as appropriate	Aggregate assessment
Mail Notice of Change in Asmt	Only if assessment changes	Only if assessment changes	Only if assessment changes	Only if assessment changes
Add Omitted Property to Roll-70.44	Required	Required	Required	Required
Correct Errors in Roll-70.43	Required	Required	Required	Required
Hold open book / attend BOR (minimum 7 days between open book and BOR-70.47)	Required	Required	Required	Required

A change in color across a row indicates a change in the level of task work required compared to the preceding assessment type



CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

ASSOC02

OP ID: JS

DATE (MM/DD/YYYY)
07/11/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ADEMINO & ASSOCIATES 1001 TRUMAN P O BOX 99 KIMBERLY, WI 54136-0099 DAVID VAN BOOGARD 920-734-3110		CONTACT NAME: DAVID VAN BOOGARD PHONE (A/C, No, Ext): 920-734-3110 FAX (A/C, No): 920-734-6027 E-MAIL ADDRESS: dvanboogard@ademino.com															
INSURED ASSOCIATED APPRAISAL CONSULTANTS INC & GP ACQUISITION INC PO BOX 291 GREENVILLE, WI 54942		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: WEST BEND MUTUAL INS</td> <td>15350</td> </tr> <tr> <td>INSURER B: ACCELERANT SPECIALTY INSURANCE</td> <td>16890</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: WEST BEND MUTUAL INS	15350	INSURER B: ACCELERANT SPECIALTY INSURANCE	16890	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:			A323069	08/16/2022	08/16/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			A323069	08/16/2022	08/16/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ WAIVED			A323069	08/16/2022	08/16/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WI) Y/N ☒ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			A339201	08/16/2022	08/16/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	ERRORS & OMISSIONS			S0004PL00101401	08/16/2022	08/16/2023	\$10000DED 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

CERTIFICATE HOLDER	CANCELLATION
SAMPLE CERTIFICATE ACORD 25 (2016/03)	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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AGENDA ITEM 8f

CDGB Contract; Village Hall Renovations;
BayLake RPC



STAFF REPORT – VILLAGE HALL GRANT APPLICATION

Date: November 19, 2024

Board/Committee: Village Board

Re: CDBG Application

Author: Julie A. Schmelzer, Village Administrator

With the increase in poverty in the village, for the first time ever, we are now eligible to apply for Community Development Block Grant (CDBG) funds (you are not eligible unless your low to moderate income ratios hit a certain level). CDBG funds are fairly restrictive, and can only be used for certain community projects, like roads, infrastructure, libraries or a community center.

The application materials become available in January and the applications are due in May. We can request \$1,000,000. The application process is extremely challenging, requiring items like environmental reviews, which we cannot do in-house. The BayLake Regional Plan Commission is very skilled in CDBG applications in that they have a lot of the resource data needed, and have extensive experience working with the program. They are able to write a grant application to renovate the village hall. The cost for their service is \$10,000 (proposed contract attached).

The Village Hall Planning Task Force was allocated \$100,000 to develop a design and strategize how to renovate the hall. Of that amount they have spent \$59,944.70, so they do have funding to pay for the grant writer.

The Village Hall Planning Task Force requests approval to hire a grant writer to apply for CDBG funds for the renovation of the Village Hall.

Contract Number: _____

**CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE BAY-LAKE REGIONAL PLANNING
COMMISSION AND THE VILLAGE OF SISTER BAY, WISCONSIN
(CDBG GRANT WRITING AND ENVIRONMENTAL REVIEW CONTRACT)**

This Agreement entered this _____ day of November 2024, by and between the Village of Sister Bay (herein called the "Village") and the Bay-Lake Regional Planning Commission (herein called the "Commission").

WHEREAS, the Village has requested the Commission to provide Community Development Block Grant (CDBG) grant writing services;

WHEREAS, the Commission has a professional staff qualified to undertake such work; and

WHEREAS, the project and the character of the services to be performed by the Commission hereunder are consonant with the powers it possesses and the duties and functions it is created to perform under Wisconsin Statutes Section 66.945;

NOW, THEREFORE, in consideration of these premises and of their mutual and dependent promises and agreements, the parties hereto contract and agree as follow:

- I. Employment of Commission. The Village hereby agrees to engage the Commission, and the Commission hereby agrees to perform the services hereinafter set forth.
- II. Scope of Work to be Undertaken by the Commission.
 - A. The Commission will prepare and submit the 2024 Wisconsin Department of Administration Community Development Block Grant – Public Facilities (CDBG-PF) program application on behalf of the Village. The purpose of the application is to apply for CDBG-PF funding for renovating the Historic Village Hall. Responsibilities of the Commission are outlined below:
 1. Discuss the project with the Department of Administration (DOA) Division of Housing and Community Resources (DEHCR) and respond to requests for additional information or clarification, as necessary.
 2. Establish a timeline for obtaining required documentation including engineering documents, environmental review, budget estimates, public participation, and more.
 3. Work with Village staff and engineering firm to evaluate project, establish the preliminary budget and engineering documents, coordinate grant writing activities, and more.
 4. Obtain documentation necessary to prove the need for the project.
 5. Draft and obtain signatures on all forms required by the application.
 6. Draft authorizing resolutions/ordinances, commitment letters, etc.
 7. Prepare required documents for the Citizen Public Participation Meeting and assist with coordinating the meeting.
 8. Write application narrative and combine application and supporting documentation for submittal to DEHCR.
 9. Develop and complete the Environmental Review as required to be submitted with the grant application.
 10. Prepare the final application and supporting documentation and submit it on behalf of the Village to DEHCR.
 - B. The Commission shall coordinate all of its work with the Village Administrator or another designee.
 - C. It is strictly understood that the Commission is entering into this contract at the request of the Village as a service to the Village as a member of the Commission. This contract does not constitute an endorsement of the actions to be carried out by the grant and does not express an opinion on local policies pertaining to the grant or activities to be funded under the grant.

III. Assistance from the Village

- A. The Village agrees to communicate with the Commission while preparing the application and provide the Commission with information necessary to complete the application. The Village agrees to supply all such data and assistance reasonably available to the Village upon the request of the Commission.
- B. The Village will be responsible for obtaining information from the engineer, such as preliminary budget/cost estimates, site plans and bidding documentation, and all other necessary documentation needed to submit the application.
- C. The Village agrees to publish all public notices, hold public meetings (such as the Public Participation Meeting) necessary to submit the application, provide meeting room space for all public hearings, and provide the Commission with meeting minutes relating to this project.
- D. The Village agrees to hold public meetings to adopt/approve resolutions and ordinances as required by the CDBG application in a timely manner and will provide the Commission copies of such documents and meeting minutes.
- E. The Village will be responsible for signing the final application and supporting materials prior to submission to DOA DEHCR by the Commission.

IV. Personnel

- A. The Commission represents that it has, or will secure at its own expense, all personnel and equipment required to perform the services under this agreement. It is distinctly understood that its personnel shall in no manner be considered employees of the Village; nor shall they have any contractual relationships with the Village.
- B. All of the services required hereunder will be performed by the Commission or under supervision of its personnel.
- C. None of the work or services covered by this agreement shall be subcontracted without the expressed formal concurrence of the Village.

V. Time of Performance. This contract will be in effect as of the date first above written through May 30th, 2025, and may be extended upon the mutual agreement of the Commission and the Village. Should the application be awarded, an amendment to this agreement for post award performance, including the administration of the Village's CDBG-PF project, shall be made. The amendment for post award duties shall include additional compensation, revised time of performance, and additional scope of work activities.

VI. Total Cost of Services. Total cost of services shall not exceed \$10,000 for the performance of grant writing and the development of an Environmental Review. Should the application be awarded, an amendment to this agreement for post award performance, including the administration of the Village's CDBG-PF project, shall be made. The amendment for post award duties shall include additional compensation, revised time of performance, and additional scope of work activities.

VII. Reimbursement and Method of Payment. Subject to the limits set forth in Section VI, the Village will reimburse the Commission bi-monthly, after receiving an invoice from the Commission.

VIII. Termination for Convenience of the Village. If through any cause, barring an act of God, the Commission shall fail to fulfill the obligations under this contract, or if the Commission shall violate any of the covenants, agreements, or stipulations of this contract, the Village shall thereupon have the right to terminate this contract giving five-day written notice to the Commission of such termination. If the agreement is terminated by the Village as provided herein, the Commission shall be paid for the actual costs of the services performed under this agreement. In such an event, all finished or unfinished documents, data, studies, surveys, drawings, maps and reports pertaining to the application prepared by the Commission shall, at the option of the Village, be made available to it.

IX. Changes. The Village or the Commission may, from time to time, request changes in the scope of work of the Commission to be performed hereunder. Such changes, including any increase or decrease in the amount of the Commission's compensation, which are mutually agreed upon by and between the Village and the Commission, shall be incorporated in written amendments to this agreement.

- X. Equal Opportunity Compliance.
- A. In accordance with s. 16.765, Wis. Stats., the Commission agrees to the provisions below:
- In connection with the performance of work under this Contract, the Commission agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, or developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation, or national origin.
- This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Commission further agrees to take affirmative action to ensure equal employment opportunities. The Commission agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the County setting forth the provisions of the nondiscrimination clause.
- B. The Commission shall provide a copy of its Affirmative Action Plan to the Village, if requested.
- C. Section 109 of the Housing and Community Development Act of 1974, as amended. No person in the United States shall, on the grounds of race, color, national origin, sex, age or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
- D. Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual, shall, solely, by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds.
- E. Age Discrimination Act of 1975, as amended, which provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination, on the basis of age, under any program or activity receiving federal funds.
- F. Title VI of the Civil Rights Act of 1964, as amended. Under Title VI of the Civil Rights Act of 1964, no person shall, on the basis of race, color, national origin, disability, sex, age, religion, income status or limited English proficiency (LEP), be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving federal financial assistance.
- XI. Interest of Municipal Officials and Others. No officer, member or employee of the Village or public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is directly or indirectly interested; nor shall any such officer member of employee of the Village or other public official of the governmental unit within the Village have any interest, direct or indirect, in this agreement or the proceeds thereof.
- XII. Assignability. The Commission shall not assign any interest in this agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Village thereto; provided, however, that claims for money due the Commission from the Village under this agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Village.
- XIII. Interest of the Commission. No employee of the Commission presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of any services he may be required to perform herein.
- XIV. Liability. Each party to this agreement shall hold and save every other party to this agreement, their respective officers, directors, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for or on account of any or all damages of any character whatsoever resulting directly or indirectly from the performance or non-conformance by the indemnifying party of services under this agreement, excluding

damages resulting from the negligent or intentional acts by or acts in excess of the scope of authority of the indemnified party.

IN WITNESS WHEREOF, the Village and the Commission has executed this Agreement as of the date first above written.

Attesting Witness:

Village of Sister Bay

Julie Schmelzer
Village Administrator

Date

Heidi Teich
Village Clerk

Date

Bay-Lake Regional Planning Commission

Brandon Robinson
Executive Director

Date

Sydney Swan
Assistant Director

Date

AGENDA ITEM 8g

Design Services Contract; Village Hall
Renovation & Restrooms;
McMahon Group



STAFF REPORT – VILLAGE HALL DESIGN SERVICES CONTRACT

Date: November 19, 2024

Board/Committee: Village Board

Re: Contract for Design Services and Opinion of Probable Costs

Author: Julie A. Schmelzer, Village Administrator

The Village Hall Planning Task Force hired Henry Isaksen to draft conceptual drawings for the renovation of the village hall, which included a restroom addition. The task force requests approval of a contract to now take those conceptual drawings and create an architectural design and opinion of probable costs. The proposed contract is within their budget and has been attached. Because it is under \$25,000 it does not have to be put to bid. The design and cost estimate will be used to apply for a CDBG grant.

Attached is the conceptual plan Henry Isaksen had drawn for us. It shows the needs addressed last year, as well as two rooms we had to add to apply for a grant, which we didn't receive (and therefore don't need the two meeting rooms).



AGREEMENT

FOR PROFESSIONAL SERVICES

VILLAGE OF SISTER BAY
Attn: Julie Schmelzer – Village Administrator
2383 Maple Drive
Sister Bay, WI 54234

November 13, 2024
McM. No. M0032-06-99-00001

PROJECT DESCRIPTION

The Village of Sister Bay proposes to begin conceptual / schematic planning with an Opinion of Probable Cost for remodeling and additions to the exiting Village Hall located at 10693 N Bay Shore Dr. in the Village of Sister Bay. The existing building was constructed in 1941. The following is a list of needs for the project:

- Provide ADA accessibility to the building in general and the existing stage within the hall.
- Renovating the existing single use restrooms to be ADA compliant for small group use.
- ADA Accessible restroom facilities for both the Hall use and the Marina – separate facilities for each use for large group use.
- Patio / observation space on exterior facing the lake.
- Upgraded technology such as automatic window coverings & theater screen
- Storage considerations for tables and chairs

The building currently has a basement level that is not anticipated to be accessible to the public and is currently serviced by an existing freight elevator. The freight elevator is assumed to be non-compliant for ADA use and it will be assumed that it will need full replacement. Asbestos is assumed to have been abated by the Village in 2023 and a new furnace was to have been installed during the summer of 2023.

An architect from McMahon will meet with the Village Administrator to discuss prior programming efforts so they are incorporated into the conceptual documents. The architect will then use this information to provide conceptual / schematic plans for the Village to use in the Spring of 2025 to aid in the Request for Proposals of design services for the project to show the Village's design intent for the project. Additionally, the conceptual / schematic plans will be used for grant applications.

As part of the services, McMahon will provide an Opinion of Probable Cost to aid the Village in determining budget expectations.

SCOPE OF SERVICES

McMahon Associates, Inc. (McMahon) agrees to provide the following Scope of Services for this project:

1. Planning (Schematic / Preliminary Design)
 - a. Conduct site visit for existing building information.
 - b. Provide conceptual/schematic planning.
 - c. Attend (3) virtual meetings for preliminary design coordination as required.
 - d. Provide Preliminary Opinion of Probable Construction Cost (OPC).

SCOPE OF SERVICES

- e. Coordinate preliminary design review meeting with Client.
- f. Drawings to include:
 - 1) Schematic architectural site plan.
 - 2) Overall floor plan.
 - 3) Schematic building sections.
 - 4) Building elevations.

ITEMS NOT INCLUDED IN THE SCOPE OF SERVICES

The following is not intended to be a comprehensive list. It is intended to highlight general areas not included in the Scope of Services.

- 1. Final design, permitting, and all associated fees.
- 2. Civil / survey/ stormwater design services.
- 3. Full documentation of existing building conditions beyond those needed for conceptual design.
- 4. Finish color selections.
- 5. Renderings and animations.
- 6. HVAC / Electrical / Plumbing design services.

CLIENT RESPONSIBILITIES

The Scope of Services and fee is based upon the understanding that the Village of Sister Bay will provide the following:

- 1. Project information in a timely manner regarding requirements for and limitations to the project which shall establish the Client's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expansion requirements; equipment; systems and site requirements.
- 2. Identify a representative authorized to act on the Client's behalf with respect to the project. Client shall render decisions and submittal reviews by McMahon in a timely manner in order to avoid unreasonable delays in the orderly and sequential progress of McMahon's services.
- 3. Establish the overall project budget including the construction cost of the project, the Client's other costs, and reasonable contingency related to all these costs.

SPECIAL TERMS (Refer also to General Terms & Conditions, attached)

The Client agrees that the Project Description, Scope of Services, and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of McMahon.

COMPENSATION

McMahon agrees to provide the Scope of Services described above for the following Time and Expense compensation.

PLANNING SERVICES FEE

- Planning Services (Time and Expense Budget)\$24,500.00

COMPLETION SCHEDULE

McMahon agrees to complete this project as follows:

- Planning activities to begin on or about January 1, 2025, and are to be completed by April 1, 2025, for an approximate three-month duration. The Village plans to issue an RFP for design services on the project during the spring / summer of 2025.

ACCEPTANCE

The General Terms & Conditions and the Scope of Services (defined in the above Agreement) are accepted, and McMahon is hereby authorized to proceed with the services. The Agreement fee is firm for acceptance within sixty (60) days from the date of this Agreement.

VILLAGE OF SISTER BAY

2383 Maple Drive
Sister Bay, WI 54234

McMAHON ASSOCIATES, INC.

1445 McMahon Drive | PO Box 1025
Neenah, WI 54956 | 54957-1025
920.751.4200 | MGMGRP.COM

Authorized Signature

Date



Michael A. Martin, AIA
Associate / Senior Architect

November 13, 2024

Date

Attachments: General Terms and Conditions

1. STANDARD OF CARE

- 1.1 **Services:** McMahon Associates, Inc. (McMahon) shall perform services consistent with the professional skill and care ordinarily provided by engineers/architects practicing in the same or similar locality under the same or similar circumstances. McMahon shall provide its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- 1.2 **Client's Representative:** McMahon intends to serve as the Client's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Client as a professional. Any opinions of probable project costs, approvals and other decisions made by McMahon for the Client are rendered based on experience and qualifications and represent our professional judgment. This Agreement does not create, nor does it intend to create a fiduciary relationship between the parties.
- 1.3 **Warranty, Guarantees, Terms and Conditions:** McMahon does not provide a warranty or guarantee, expressed or implied, for professional services. This Agreement or contract for services is not subject to the provisions of uniform commercial codes. Similarly, McMahon will not accept those terms and conditions offered by the Client in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

2. PAYMENT AND COMPENSATION

- 2.1 **Invoices:** McMahon will bill the Client monthly with net payment due in 30-days. Past due balances shall be subject to an interest charge of 1.0% per month. Client is responsible for interest charges on past due invoices, collection agency fees and attorney fees incurred by McMahon to collect all monies due McMahon. Client is responsible for all taxes levied on professional services and on reimbursable expenses. McMahon and Client hereby acknowledge that McMahon has and may exercise lien rights on subject property.
- 2.2 **Reimbursables:** Expenses incurred by McMahon for the project including, but not limited to, equipment rental will be billed to the Client at cost plus 10% and sub-consultants at cost plus 12%. When McMahon, after execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Client has been notified and agrees to these costs.
- 2.3 **Changes:** The stated fees and Scope of Services constitute McMahon's professional opinion of probable cost of the fees and tasks required to perform the services as defined. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. Changes by the Client during design may necessitate re-design efforts. McMahon will promptly inform the Client in writing of such situations so changes in this Agreement can be negotiated, as required.
- 2.4 **Delays and Uncontrollable Forces:** Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Client's failure to provide specified facilities or information, or for force majeure delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, infectious diseases or pandemics, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.

3. INSURANCE

- 3.1 **Limits:** McMahon will maintain insurance coverage in the following amounts:

Worker's Compensation	Statutory
General Liability	
Bodily Injury - Per Incident/Annual Aggregate	\$1,000,000 / \$2,000,000
Automobile Liability	
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
Professional Liability Coverage	\$2,000,000

If the Client requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Client.

McMahon's liability to Client for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract or based on tort, breach of contract, or any other theory, is limited to ten (10) times McMahon's fee not to exceed to \$250,000.

- 3.2 **Additional Insureds:** Upon request and to the extent permitted by law, McMahon shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Client as an additional insured for claims caused in whole or in part by McMahon's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Client's insurance policies and shall apply to both ongoing and completed operations.

To the extent permitted by law, Client shall cause the contractor, if any, to include McMahon as an additional insured on contractor's Commercial General Liability, Automobile Liability and Excess or Umbrella policies to include McMahon as an additional insured for claims caused in whole or in part by contractor's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of McMahon's insurance policies and shall apply to both ongoing and completed operations.

4. CLAIMS AND DISPUTES

- 4.1 **General:** In the event of a dispute between the Client and McMahon arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. The Client and McMahon agree to first attempt to resolve the dispute by direct negotiation.
- 4.2 **Mediation:** If an agreement cannot be reached by the Client and McMahon unresolved disputes shall be submitted to mediation per the rules of the American Arbitration Association. The Client and McMahon shall share the mediator's fee and any filing fees equally.
- 4.3 **Binding Dispute Resolution:** If the parties do not resolve a dispute through mediation the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

5. TERMINATION OR SUSPENSION

- 5.1 Client: Termination of this Agreement by the Client shall be effective upon seven (7) day written notice to McMahon. The written notice shall include the reasons and details for termination; payment is due as stated in above Section 2.
- 5.2 McMahon: If the Client defaults in any of the Agreements entered into between McMahon and the Client, or if the Client fails to carry out any of the duties contained in these Terms & Conditions, McMahon may, upon seven (7) days written notice, suspend its services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of McMahon.
- 5.3 Suspension for Non-Payment: McMahon may, after giving 48-hours' notice, suspend service under any Agreement until the Client has paid in full all amounts due for services rendered and expenses incurred.

6. COPYRIGHTS AND LICENSES

- 6.1 Instruments of Service: McMahon and its subconsultants shall be deemed the author and owner of their respective Instruments of Service (IOS), including the Drawings, Specifications, reports, and any computer modeling (BIM, etc.), and shall retain all common law, statutory and other reserved rights, including copyrights.
- 6.2 Licenses: McMahon grants to the Client a nonexclusive license to use McMahons' IOS solely and exclusively for the purposes of constructing, using, and maintaining the project, provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due.
- 6.3 Re-use: Use of IOS pertaining to this project by the Client for extensions of this project or on any other project shall be at the Client's sole risk and the Client agrees to defend, indemnify, and hold harmless McMahon from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the IOS by the Client or by others acting through the Client.

7. AGREEMENT CONDITIONS

- 7.1 The stipulated fee is firm for acceptance by the Client within 60-days from date of Agreement publication.
- 7.2 Modifications: This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties.
- 7.3 Governing Law: This Agreement shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules.
- 7.4 Mutual Non-Assignment: The Client and McMahon, respectively bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Client nor McMahon shall assign this Agreement without the written consent of the other.
- 7.5 Severability: The invalidity of any provision of this Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.
- 7.6 Third Party: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against McMahon.

8. MISCELLANEOUS PROVISIONS

- 8.1 Additional Client Services: The Client agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Client's purpose.
- 8.2 Means and Methods: McMahon is not responsible for direction or supervision of construction means, methods, techniques, sequence, or procedures of construction selected by contractors or subcontractors, or the safety precautions and programs incident to the work of the contractors or subcontractors.
- 8.3 Purchase Orders: In the event the Client issues a purchase order or other instrument related to McMahon's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If the Client does issue a purchase order, or other similar instrument, it is understood and agreed that McMahon shall indicate the purchase order number on the invoice(s) sent to the Client.
- 8.4 Project Maintenance: The Client (or Owner if applicable) shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Client or Owner. McMahon shall have no responsibility for such issues or resulting damages.
- 8.5 Consequential Damages: Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or the Design Professional, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 8.6 Corporate Protection: It is intended by the parties to this Agreement that McMahon's services in connection with the project shall not subject McMahon's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against McMahon, a Wisconsin corporation, and not against any of McMahon's employees, officers, or directors.
- 8.7 Contingency: McMahon's professional services are not a warranty or guarantee. The project will evolve and be refined over time. The Client shall provide appropriate contingency for design and construction costs consistent with the reasonable progression of the project. The Client and McMahon agree that revisions due to design clarifications or omissions which result in changes in work during the construction phase which amount to 5% or less of construction costs shall be deemed within the contingency and consistent with the professional standard of care. The Client agrees to make no claim for costs related to changes in work within this threshold. Claims in excess of this threshold shall be resolved per the dispute resolution process.
- 8.8 Project Costs Associated with Agency Plan Review: McMahon will not be responsible for additional project costs due to changes to the design, construction documents, and specifications resulting from the agency plan review process. The project schedule shall either allow for the agency plan review process to occur prior to the Bid Phase or if this review occurs after the Bid Phase the Client agrees that any additional costs would be considered part of the project contingency.
- 8.9 Hazardous Materials: McMahon shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of person to, hazardous materials or toxic substance in any form at the project site.
- 8.10 Climate: Design standards which exceed the minimum requirements within current codes and regulations are excluded. If requested by the Client, climate-related design services or evaluations can be provided for additional compensation.



FEE SCHEDULE | 2024

McMahon Associates, Inc.

Effective: 01/01/2024 Revised: 09/11/2024

LABOR CLASSIFICATION	HOURLY RATE
Principal	\$205.00
Senior Project Manager	\$205.00
Project Manager	\$145.00 - \$195.00
Senior Engineer	\$185.00 - \$195.00
Engineer	\$105.00 - \$175.00
Senior Engineering Technician	\$135.00 - \$145.00
Engineering Technician	\$75.00 - \$125.00
Senior Architect	\$170.00 - \$190.00
Architect	\$145.00 - \$165.00
Senior Designer	\$120.00 - \$140.00
Designer	\$90.00 - \$110.00
Senior Land Surveyor	\$130.00 - \$170.00
Land Surveyor	\$120.00
Land Surveyor Technician	\$85.00 - \$105.00
Surveyor Apprentice	\$70.00
Erosion Control Technician	\$90.00
Senior Hydrogeologist	\$205.00
Senior Ecologist	\$195.00
Environmental Scientist	\$100.00 - \$115.00
Senior G.I.S. Analyst	\$170.00
G.I.S. Analyst	\$95.00 - \$115.00
Wetland Delineator	\$115.00
Senior Wetland Delineator	\$140.00
Municipal Planner	\$165.00
Senior Public Management Specialist	\$160.00
Public Management Specialist	\$130.00
Senior Public Safety Specialist	\$160.00
Public Safety Specialist	\$130.00
Building Inspector Specialist	\$130.00
Water / Wastewater Specialist	\$105.00 - \$135.00
Senior On-Site Project Representative	\$120.00
On-Site Project Representative	\$60.00 - \$105.00
K-12 Administrative Specialist	\$125.00
State Plan Reviewer	\$145.00
Certified Grant Specialist	\$145.00
Graphic Designer	\$110.00
Senior Administrative Assistant	\$95.00 - \$105.00
Administrative Assistant	\$85.00
Intern	\$45.00 - \$70.00
Professional Witness Services	\$370.00

This Fee Schedule is subject to revisions due to labor rate adjustments and interim staff or corporate changes.

NEENAH, WISCONSIN CORPORATE HEADQUARTERS

Street Address:
1445 McMAHON DRIVE
NEENAH, WI 54956
Mailing Address:
P.O. BOX 1025
NEENAH, WI 54957-1025
Ph 920.751.4200 | Fax 920.751.4284
Email: MCM@MCMGRP.COM
Web: WWW.MCMGRP.COM

1700 HUTCHINS ROAD
MACHESNEY PARK, IL 61115
Ph 815.636.9590 | Fax 815.636.9591
Email: MCMAHON@MCMGRP.NET
Web: WWW.MCMGRP.COM

952 SOUTH STATE ROAD 2
VALPARAISO, IN 46385
Ph 219.462.7743 | Fax 219.464.8248
Email: MCM@MCMGRP-IN.COM
Web: WWW.MCMGRP.COM



REIMBURSABLE EXPENSE SCHEDULE * | 2024

McMahon Associates, Inc.

Effective: 01/01/2024

DESCRIPTION	RATE
REIMBURSABLE EXPENSES:	
Commercial Travel	1.1 of Cost
Delivery & Shipping	1.1 of Cost
Meals & Lodging	1.1 of Cost
Review & Submittal Fees	1.1 of Cost
Outside Consultants	1.12 of Cost
Photographs & Models	1.1 of Cost
Misc. Reimbursable Expenses & Project Supplies	1.1 of Cost
Terrestrial Laser Scanner	\$1,500.00
REIMBURSABLE UNITS:	
Copy Charges - Black & White	\$0.08/Image
Copy Charges - Color / 8½" x 11"	\$0.45/Image
Copy Charges - Color / 8½" x 14" and 11" x 17"	\$0.75/Image
Mileage	\$0.75/Mile
Mileage - Truck/Van	\$1.05/Mile
All-Terrain Vehicle	\$100.00/Day
Global Positioning System (GPS)	\$21.00/Hour
Hand-Held Global Positioning System (GPS)	\$15.00/Hour
Robotic Total Station	\$20.00/Hour
Survey Hubs	\$0.45/Each
Survey Lath	\$0.80/Each
Survey Paint	\$6.00/Can
Survey Ribbon	\$3.00/Roll
Survey Rebars - 1¼"	\$10.00/Each
Survey Rebars - ¾"	\$3.50/Each
Survey Rebars - ⅝"	\$3.00/Each
Survey Iron Pipe - 1"	\$4.50/Each
Survey Steel Fence Post - 1"	\$7.75/Each
Control Spikes	\$1.75/Each

NEENAH, WISCONSIN
CORPORATE HEADQUARTERS

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1445 McMAHON DRIVE
NEENAH, WI 54956

Mailing Address:
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* This schedule is not all inclusive.



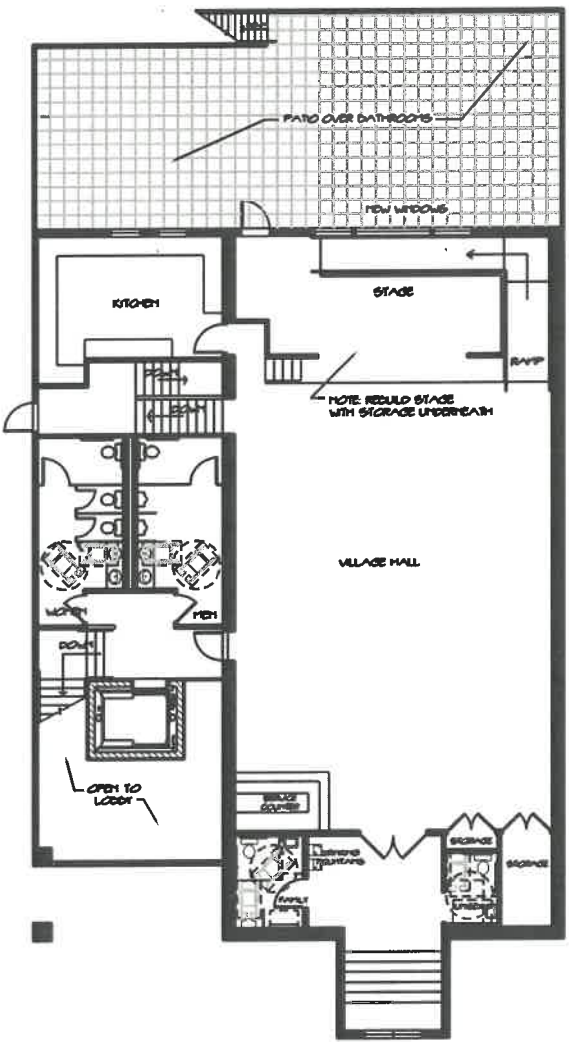
EAST ELEVATION

NO SCALE



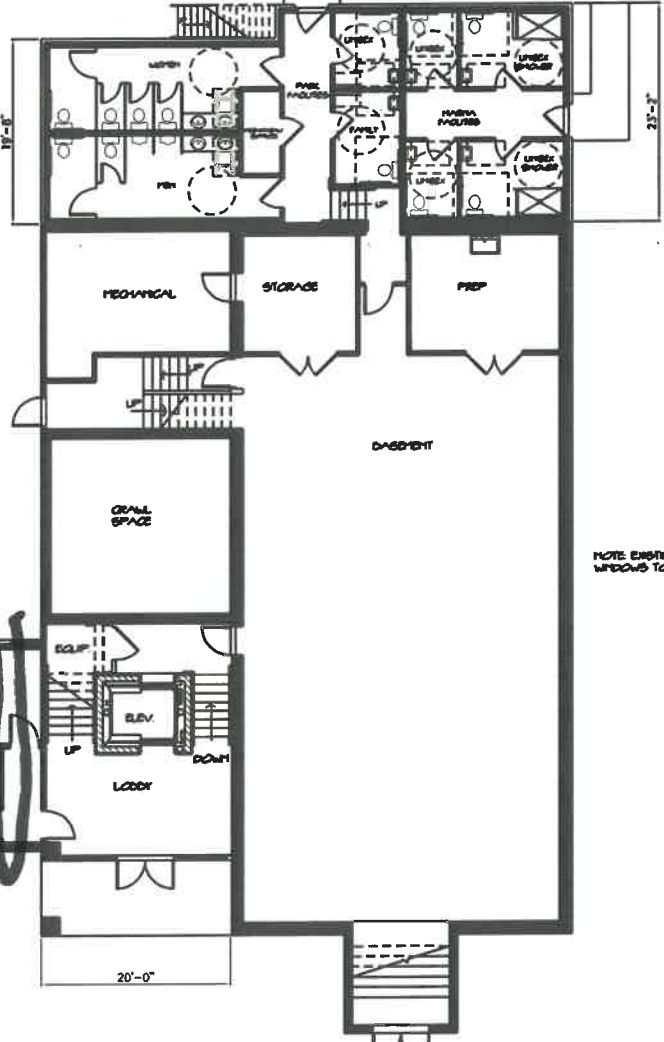
WEST ELEVATION

NO SCALE



HALL LEVEL PLAN

NO SCALE



AT GRADE/DASEMENT

NO SCALE

HENRY M. ISAKSEN - ARCHITECT/PLANNER
4180 SOUTH COUNTRY VIEW ROAD
STURGEON BAY, WISCONSIN 54235
PHONE: 920-857-4830
EMAIL: HENRY@ISAKSENARCHITECTS.COM



SISTER DAY VILLAGE HALL

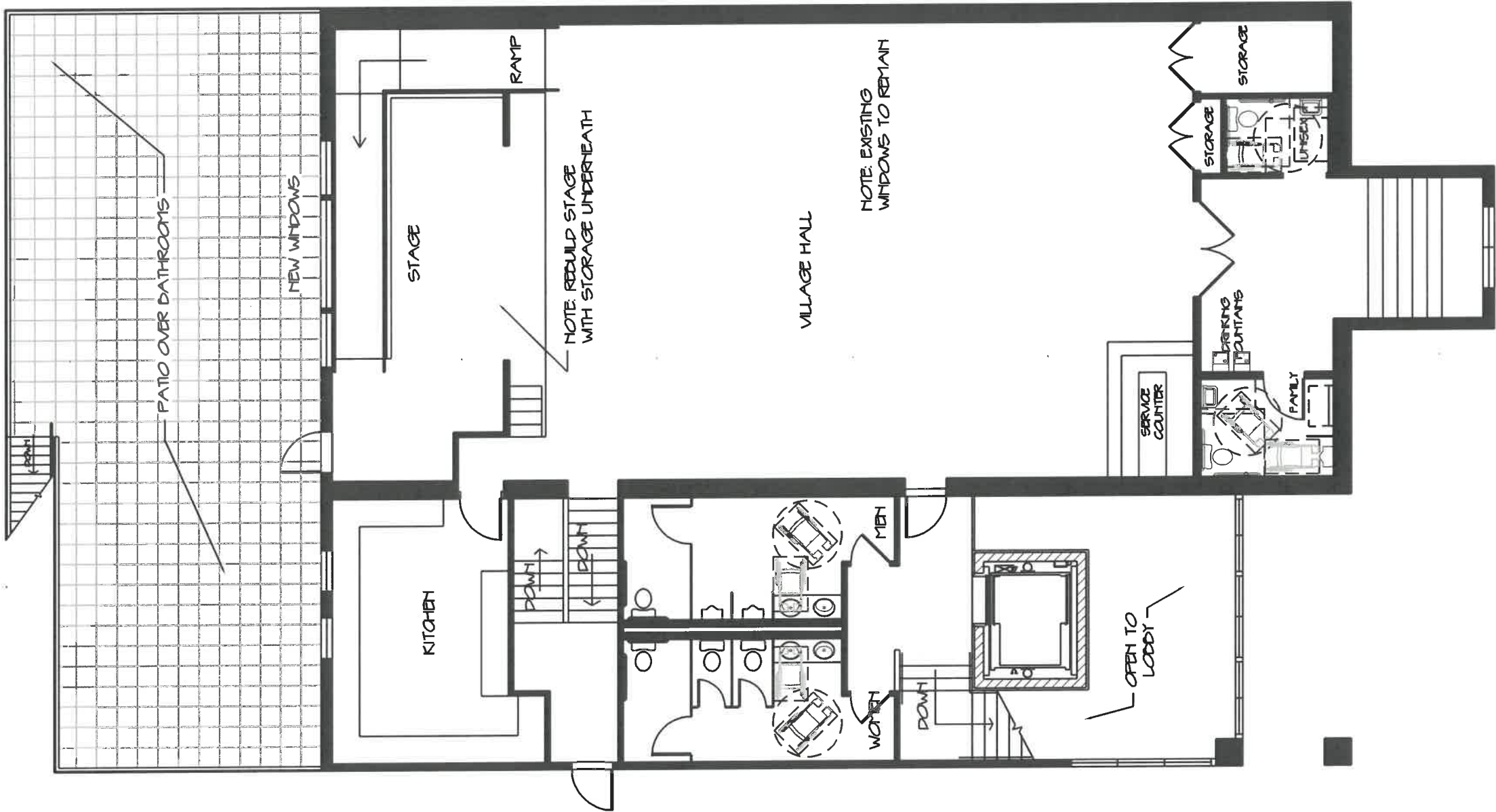
SISTER DAY, WISCONSIN

DATE
7/01/2024

SHEET

1

OF 3



HALL LEVEL PLAN

NO SCALE

SISTER DAY VILLAGE HALL
PRELIMINARY DRAWING

DATE
7/01/2024

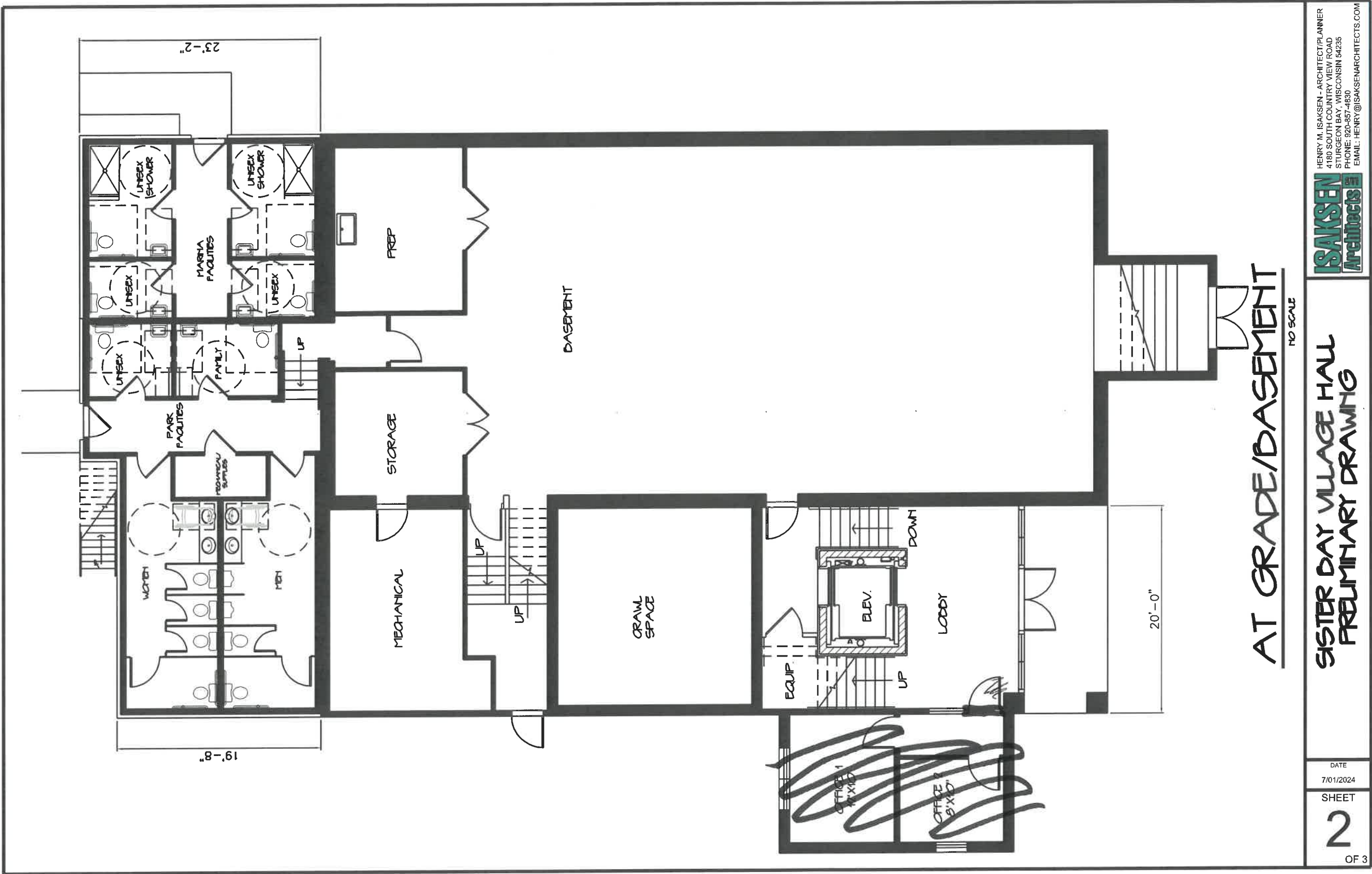
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OF 3

HENRY M. ISAKSEN - ARCHITECT/PLANNER
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STURGEON BAY, WISCONSIN 54235
PHONE: 920-857-4830
EMAIL: HENRY@ISAKSENARCHITECTS.COM





AGENDA ITEM 8h

Animal Control Contract;
M.R. Wildlife, LLC



STAFF REPORT – ANIMAL CONTROL

Date: November 19, 2024

Board/Committee: Village Board

Re: Annual Contract

Author: Julie A. Schmelzer, Village Administrator

Annually, we enter into a contract for animal control services. It is proposed we use the same contractor as we had previously. The contractor has not increased his fees. The proposed contract is attached.

**ANIMAL CONTROL OFFICER
EMPLOYMENT AGREEMENT**

THIS AGREEMENT is made and entered into this date by and between the VILLAGE OF SISTER BAY, Wisconsin (the "Village") and MARK RICHARD (the "Appointee").

RECITALS

The Village is desirous of retaining the services of the Appointee as its Animal Control Officer subject to and pursuant to the terms of this Agreement. The Appointee is desirous of serving the Village as its Animal Control Officer subject to the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties do hereby agree in and to the following:

1. **Purpose.** The Appointee shall serve the Village as its Animal Control Officer under and pursuant to the terms and conditions of this Agreement.
2. **Position and Term.** The Appointee's position as the Animal Control Officer for the Village is by and subject to appointment by the Village Board on an annual basis. The Appointee shall be an employee of the Village, and the salary provided hereunder shall be subject to all federal and state employment tax withholding requirements. The initial term of this Agreement shall commence and be effective as of **January 1, 2025**, and continue for a term of twelve (12) months thereafter, expiring on **December 31, 2025**. This Agreement shall not automatically renew at the end of the term hereof but shall be subject to review by the Village Board and annual appointment by the Village Board.
3. **Animal Control Officer Services.** The services of the Appointee, as the Village's Animal Control Officer, shall be limited to responding to and the humane capture of abandoned, lost, or stray domestic animals running or roaming at large within the Village (an "Animal Call"). The Animal Control Officer shall also be responsible for the safe and humane retention of domestic animals captured by the Animal Control Officer or abandoned or stray animals captured by others and surrendered to the Animal Control Officer. The Animal Control Officer shall further be responsible for the safe and humane transport of all domestic animals under his care and custody to the Door County Humane Shelter. The Animal Control Officer shall not be responsible for responding to animal noise complaints or animal bites. Such complaints shall be referred to the Door County Sheriff's Department. The Animal Control shall further provide the Village with a monthly activity report, which report shall be filed monthly along with the notice of owner, tag and identifier.

4. Compensation. The Village shall pay the Appointee as compensation for service provided hereunder a salary of one hundred dollars (\$100) per month, which compensation shall, subject to all federal and state withholding requirements be paid at the end of each month following the services provided.

5. Additional Fees. In addition to the salary provided under Section 3, the Village shall also pay the Appointee for the following Animal Control Officer services:

- A. Thirty-five dollars (\$35.00) per Animal Call.
- B. A mileage allowance as provided by the Internal Revenue Service approved mileage reimbursement rate for responding to Animal Calls and for the transport of animals to the Wisconsin Humane Society - Door County Campus.
- C. A fee of twelve dollars (\$12.00) for any animal retained by the Appointee overnight with a limit of one (1) night per animal.
- D. Additional fees as approved by the Village Board for related services.

6. Insurance Coverage. The Village shall provide the Appointee, as its Animal Control Officer, with general liability insurance coverage through the Village's standard liability insurance carrier.

7. Termination. This Agreement may be terminated by either party, without cause, at any time upon written notice to the other party.

8. No Assignment. This Agreement and the rights, responsibilities, and obligations herein and hereunder, are personal to the Appointee and shall not be assigned in whole or in part by the Appointee to any third party.

IN WITNESS THEREOF, the Parties hereto, by their authorized representatives, have signed and entered into this Agreement as of this ____ day of November 2024.

VILLAGE OF SISTER BAY

By:

Nate Bell, Village President

ANIMAL CONTROL OFFICER

By:

Mark Richard

Attest:

Heidi Teich, Village Clerk

AGENDA ITEM 8i

Utility Rate Study Change



STAFF REPORT- UTILITIES RATE CHANGES

Date: December 17, 2024

Board/Committee: Village Board

Re: Changes to Utilities Rate/Rate Study

Author: Kara Kroll, Utility Clerk

The Village of Sister Bay auditors would like to see the Utilities switch the process for conducting a treatment/collection rate case going forward. The auditors recommended that the Utilities Department move to a yearly review of the rates, versus every two years. And, the rate study be done during the budget of operating revenues and expenses in comparison to cash on hand while taking into consideration the capital and maintenance schedule. The new rate study would use revenue and cash flow instead of Flow, BOD and SS. The Utilities would then be able to conduct future rate studies themselves, save money, and it would take a fraction of the time to complete.

A recommendation came out of the November 12, 2024, Utilities Committee meeting to recommend increases of 15% on all fixed and volume charges, 25% on all unsewered volume and high strength waste. A public hearing on this matter will be held December 17, 2024, at the Village Board meeting.

Please see the attached report for more information. This report is available on the Village website.



Village of Sister Bay

NOTICE OF RATE INCREASE - SANITARY SEWER AND HAULED WASTE CHARGES

Date 11/15/2024

Notice is being provided that, based on information from the engineering firm hired to complete a sewer rate study, and upon the concurrence of the Village Utilities Committee, sewer rates may increase effective January 1, 2025. A public hearing will be held on the proposed changes on December 17, 2024, at the Sister Bay/Liberty Grove Fire Station at or around 6:00 pm. The Utilities Committee has made the following recommended changes; the rate increase reflected as a percentage increase.

- Sewer fixed charges for Sister Bay customers – 15% (changes to \$175.49 per quarter)
- Sewer volume charges for Sister Bay customers – 15% (changes to \$4.86 per 1,000 gallons)
- Sewer fixed charges for Liberty Grove Utility District customers – 15% (changes to \$143.75 per quarter)
- Sewer volume charges for Liberty Grove Utility District customers – 15% (changes to \$4.49 per 1,000 gallons)
- Unsewered volume charges for Sister Bay Customers –
 - Holding Tanks: 25% (changes to \$19.50 per 1,000 gallons)
 - Septic Tanks: 25% (changes to \$111.25 per 1,000 gallons)
- Unsewered volume charges for Liberty Grove Utility District customers and Out of Area customers –
 - Holding Tanks: 25% (changes to \$23.38 per 1,000 gallons)
 - Septic Tanks: 25% (changes to \$132.38 per 1,000 gallons)
- High strength waste surcharges –
 - Flow: 25% (changes to \$5.98 per 1,000 gallons)
 - BOD: 25% (changes to \$1.66 per 1,000 gallons)
 - SS: 25% (changes to \$1.06 per 1,000 gallons)
 - P: 25% (changes to \$16.56 per 1,000 gallons)

It is recommended that these rate increases be implemented at the beginning of the first quarter of service (January 1, 2025), which would be billed at the end of March.

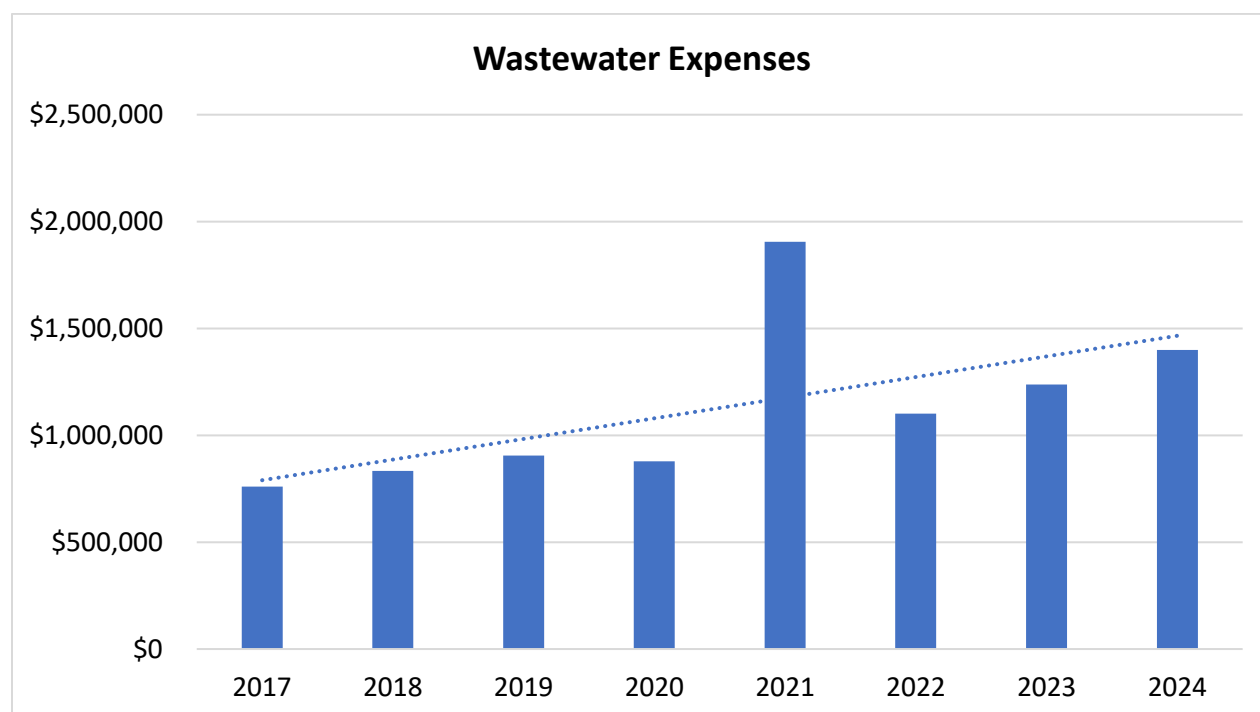
Every two years the village reviews their sewer rates (water rates are reviewed in the alternating years). Historically the village utilized a quite complicated formula to determine the rate, so this year the village contracted with an engineering firm to simplify the process and help determine the rate.

The last sewer rate increase and adjustment was implemented in 2022. Through that rate study, sewer rates were changed between -12.73 and +33.83%. Those changes were required to support the increasing operating and maintenance expenses and debt service of the wastewater fund (the wastewater fund took on additional debt related to the settlement of a lawsuit).

In August 2024 Robert E Lee and CliftonLarsonAllen (CLA) partnered and were awarded the contract to complete the new rate study for the village. It has been recommended that the village move to a yearly review during the budget process, ascertaining if there is a need for an increase by examining operating revenues and expenses in comparison to cash reserves, while also taking into consideration the capital and maintenance schedule of the system. The Utilities Committee approved this approach at a Special Sewer and Water Utilities

Committee Meeting on October 29, 2024. Not only were the above rates approved, but there was discussion about the impact increased sludge hauling costs and other processes and needs were having on the budget. Therefore, it was further recommended to consider an even larger adjustment in 2026 and 2027. Such increase will help to build the cash reserves needed for the capital improvements associated with a sludge processing facility.

Wastewater expenses have been increasing each year. Expense increases have come in personnel, fuel, electricity, chemicals, sludge processing, and maintenance. The prior rate increase was enough to cover debt payments and those increasing operating expenses, but not adequate to cover the unexpected increase in sludge hauling expenses. Since then, projected costs for sludge processing alone have risen an estimated 117% for 2025, with Sturgeon Bay Utilities no longer able to accept our sludge for further processing (requiring sludge to be transported to Green Bay). With all the new capital and changes in systems at the plant, replacement costs have increased as well.



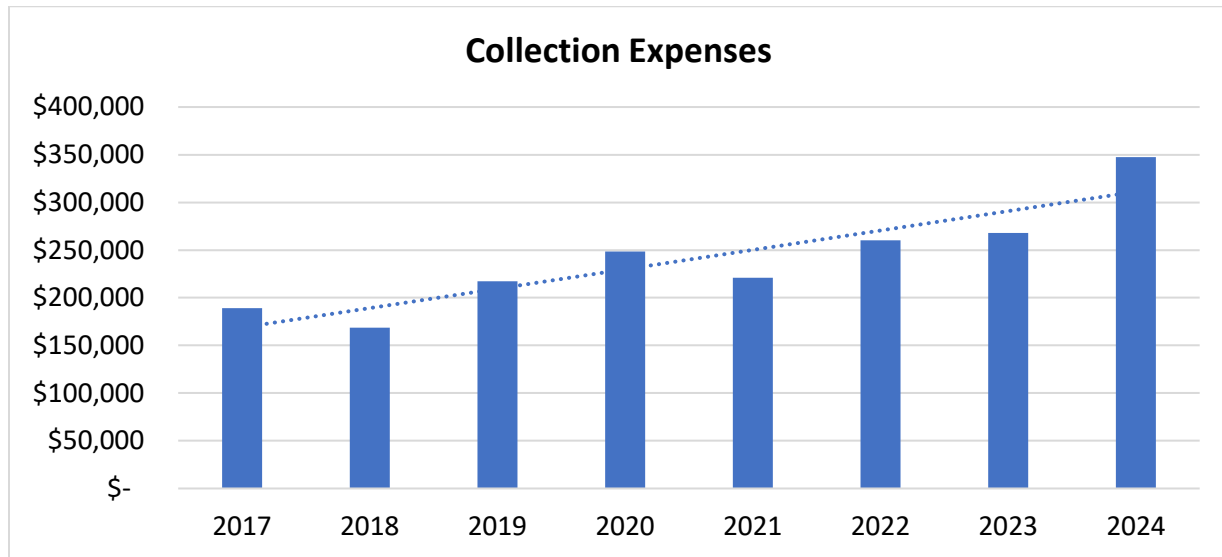
* 2024 is a budgeted value

Wastewater expenses in 2020 were low, in part, to a decrease in personnel costs since the utility was not fully staffed. In 2021, there were one-time expenses related to the wastewater treatment plant capital improvements, which is why 2021 is an outlier on the above graph. In 2021 there was also a decrease in personnel costs as vacant positions were not filled until late in the year. And in 2022 and 2024, we again experienced personnel vacancies. Water and wastewater operators are some of the most difficult positions to recruit for and fill, primarily due to state-wide turnover and the specialized training and continuing education required of operators. Wages are rising quickly, and benefits need to be very competitive for employee retention.

Collection costs can vary greatly depending on projects that are being done on the system. Just one project (such as a lift station rehabilitation or manhole repair) can account for up to 25% of the expense budget. The 2024 budget contains costs for sewer televising (which is a cost of about \$30,000 per year) and for work on several lift stations in conjunction with replacing the pumps.

As mentioned though, the greatest challenge facing the program is how to handle the increased costs in sludge processing. Currently staff is researching bringing the process in house and the fiscal impact it could have on rates.

Although the above increases sound high, fortunately we have historically had lower rates than our neighboring jurisdictions, and even with the increases, our rates will be at or below those neighboring rates.



* 2024 is a budgeted value

Fiscal Impact:

Based on 2023 hauled waste, the proposed changes will increase revenues from unsewered (hauled) waste by \$51,983.

Based on 2023 sewer service charges, the proposed changes will increase revenues from sewer service by \$149,712.45.

Respectfully submitted,

Megan Barnes
Utilities Director

AGENDA ITEM 8j

Fee Schedule Changes



STAFF REPORT – FEE SCHEDULE

Date: November 19, 2024

Board/Committee: Village Board

Re: Proposed Fee Changes

Author: Julie A. Schmelzer, Village Administrator

Twice a year we look at amending our fee schedule. The resolution amending the fee schedule will be presented in December. In the meantime, do any members have specific fees they want the committees to review?

So far we have changes to the Marina fees (just the dates change, not the dollar amounts); Plan Commission is being asked to review the fee for temporary banners; and Utilities is being asked to impose fees for spilled waste. Other fee changes may be discussed during the coming month, but if there are fees the Board wants to revise, now is the time to make the recommended change.

ATTACHMENT A
VILLAGE OF SISTER BAY FEE SCHEDULE

Effective ~~July 1, 2024~~ January 1, 2025

(Fees Are Per Code Unless Listed Herein)

ZONING AND DEVELOPMENT

Preliminary Subdivision Plats	\$1000 plus \$50 per lot
Final Plat	\$1000
Residential Condominium Plat	\$500 plus \$50 per lot
Final Plat	\$1000
Commercial Condominium Plat	\$500 plus \$50 per business unit
Final Plat	\$1000
Certified Survey Maps	\$500
Final Map	No Charge
Driveway/Approach Permits	\$150
Land Disturbance	\$500 plus \$1000 retainer to ensure completion
Plan Comm. Site Plan and Building Plan Review	\$1500
Plan Comm. Preliminary/Courtesy Review	\$500
Change Plans After Initial Review	\$200 each new staff review required/\$500 each new Plan Comm review required
Landscaping Plan Review (if not part of Site Plan Review)	\$500 max (hourly)
Parking Plan Review (if not part of Site Plan Review)	\$500 max (hourly)
Festival and Tent Permit	\$25
Sign Permit	\$100
Sandwich Board Sign	\$50
Special Event or Fundraising	\$100 (no fee to VOSB non-profit organizations)
Special Plan Commission or Board Meeting	\$750 min (fee based on actual costs)
STR Plan Commission Request	\$500
Official Map Amendment	\$1500
Plan Amendment	\$2000
Zoning Code Text Amendment	\$1500
Conditional Use Permit - Residential	\$500
Conditional Use Permit -Commercial	\$1000
Amendment to Conditional Use Permit	\$500
Reconsideration of Plan Commission	\$1000
Planned Unit Development	\$2,000 min + \$50 per unit
Appeal to Zoning Board of Appeals	\$1000
Appeal STR Decision to Board	\$500
Standard Zoning Permit	\$500
Zoning Permit Accessory Use Structure	\$100
Floodplain Zoning Permit	\$500
Engineering Analysis	Cost
Village Property Status Reports	\$50
Development Agreement	\$1000
Fee in Lieu of Parking	\$3,000 per land use change
Road Cut Fee	\$300 plus \$2000 retainer to ensure completion
Work in Right-of-Way	\$300 plus \$2000 retainer to ensure completion
Razing Permit	\$200
Project Started or Completed w/o Permit	Double permit fee

BUILDING INSPECTION FEES**Contractor: Brett Guilette****A. RESIDENTIAL - 1 & 2 Family**

1. New Structure 1 & 2 Family Homes:
Fees include building, electric, plumbing, HVAC and erosion
(Fees based on sq. ft. of all living area, full basement, deck, and garage)

0 - 1499 sq. ft.	\$850.00
1500 – 1999 sq. ft.	\$1000.00
2000 – 2499 sq. ft.	\$1100.00
2500 – 3000 sq. ft.	\$1150.00
>3000 sq. ft.	\$1150.00 + \$.10 per sq. ft. > 3000 sq. ft.
- Manufactured Dwellings (modular) \$500.00 + any additions or garage per
- #3 State Seal \$35.00 (all new homes)
- Community Development Fee \$300/occupancy unit
2. Additions/Remodeling/ Alterations:

Building	\$.11 sq. ft. (all areas)	\$75.00 minimum
Electric, Plumbing, HVAC	0 to 500 sq. ft.	\$50.00 (each)
	501 to 1000 sq. ft.	\$60.00
	(each) 1001 to 1300 sq. ft.	\$75.00
	(each) 1301 to 2000 sq. ft.	\$100.00
	(each) 2001 to 2500 sq. ft.	\$125.00
	(each)	
	> 2500 sq. ft.	\$.05 per sq. ft. (each)
- Erosion \$40.00 additions only (below grade > 400 sq. ft.)
- Community Development Fee \$300/additional occupancy unit
3. Electric Service \$75.00 Residential
4. Manufactured Homes \$200.00 (fee includes slab, electric service, occupancy) (HUD homes or house trailers)
- Community Development Fee \$300/additional occupancy unit
5. Temporary Occupancy \$50.00
6. Early Start \$50.00 (footing and foundation only)

B. ACCESSORY STRUCTURES - Detached Garages, Storage Buildings & Decks (all sizes)

Building	\$0.10 per sq. ft.	\$50.00 minimum
Electric, Plumbing, HVAC	\$0.05 per sq. ft.	\$40.00 minimum (each)

C. COMMERCIAL - Non-State Reviewed Plans

1. New buildings, additions, alterations, remodels:

Building	\$0.12 per sq. ft.	\$75.00 minimum
Electric, plumbing, HVAC	0 to 600 sq. ft.	\$60.00 (each)
	601 to 1250 sq. ft.	\$75.00 (each)
	1251 to 1700 sq. ft.	\$100.00 (each)
	1701 to 2100 sq. ft.	\$125.00 (each)
	2100 to 2500 sq. ft.	\$150.00 (each)
	>2500 sq. ft.	\$0.06 per sq. ft. (each)
- Storage buildings, warehouse, detached garage \$.10 per sq. ft.
- Community Development Fee \$500/occupancy unit
2. Temporary Occupancy, Change of Use, Occupancy. \$50.00
3. Early Start \$100.00
4. Electric Service \$75.00
5. Erosion Control \$75.00

6. Plan Review (plans that do not require state review) \$100.00

D. COMMERCIAL - State Reviewed Plans Only

Building	\$0.20 per sq. ft.	\$200.00 minimum
Electric, Plumbing, HVAC	\$0.10 per sq. ft.	\$75.00 minimum (each)
Community Development Fee	\$500/occupancy unit	

E. MISCELLANEOUS

Re-inspection fee	\$30.00
Failure to call for inspection	\$30.00
Double fees are due if work is started before permit is issued	
Extension to permit (permits are valid for 24 months)	25% of original
fees Agricultural buildings	\$50 minimum

(Fees continued on next page...)

COMMERCIAL PLAN REVIEW FEES**Contractor: E-Plan Exam****(Per Contract Dated 12/22/22, Amended 1/17/23)**

COMMERCIAL PLAN REVIEW FEE SCHEDULE – BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION				
1. New construction, additions, alterations and parking lots fees are computed per this table.				
2. New construction and additions are calculated based on total gross floor area of the structure.				
3. A separate plan review fee is charged for each type of plan review.				
Area (Square Feet)	Building Plans	HVAC Plans	Fire Alarm System Plans	Fire Suppression System Plans
Less than 2,500	\$300	\$180	\$100	\$100
2,500 - 5,000	\$350	\$250	\$100	\$100
5,001 - 10,000	\$600	\$350	\$150	\$150
10,001 - 20,000	\$800	\$450	\$200	\$200
20,001 - 30,000	\$1,200	\$600	\$250	\$250
30,001 - 40,000	\$1,600	\$900	\$400	\$400
40,001 - 50,000	\$2,100	\$1,200	\$550	\$550
50,001 - 75,000	\$2,900	\$1,600	\$800	\$800
75,001 - 100,000	\$3,600	\$2,200	\$1,100	\$1,100
100,001 - 200,000	\$6,000	\$2,900	\$1,400	\$1,400
200,001 - 300,000	\$10,500	\$6,700	\$3,300	\$3,300
300,001 - 400,000	\$17,500	\$9,800	\$4,800	\$4,800
400,001 - 500,000	\$18,500	\$12,000	\$6,300	\$6,300
Over 500,000	\$20,000	\$13,500	\$7,100	\$7,100
Note:	1. A Plan Entry Fee of <u>\$200.00</u> shall be submitted with each submittal of plans in addition to the plan review and inspection fees.			
	2. At the sole discretion of the Supervisor of Building Inspection and Plans Examiner; Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.			
Determination of Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.			
Structural Plans and other Component Submittals	When submitted separately from the general building plans, the review fee for structural plans, precast concrete, laminate wood, beams, cladding elements, other facade features or other structural elements, the review fee is \$250.00 per plan with an additional \$200.00 plan entry fee per each plan set.			
Accessory Buildings	The plan review fee for accessory buildings less than 500 square feet shall be \$125.00 with the plan entry fee waived.			
Early Start	The plan review fee for permission to start construction shall be \$125.00 for all structures less than 2,500 sf. All other structures shall be \$200.00. The square footage shall be computed as the first floor of the building or structure.			
Plan Examination Extensions	The fee for the extension of an approved plan review shall be 50% of the original plan review fee, not to exceed \$3,000.00.			
Resubmittals & revisions to approved plans	When deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans, the review fee shall be \$75.00. Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate.			

Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of \$500.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project.			
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.			
COMMERCIAL PLAN REVIEW FEE SCHEDULE – PLUMBING				
1. New construction, alterations and remodeling fees are computed per the following table				
2. New construction fee is calculated based on square footage of the area constructed.				
3. Alterations and remodeling fee is based on the number of plumbing fixtures.				
Area (Square Feet) (New Construction & Additions)	Plumbing Plan Review Fee		Number of Fixtures (Alteration, Remodeling, and Site Work)	Plumbing Plan Review Fee
Less than 3,000	\$300		<15	\$200
3,001 - 4,000	\$400		16-25	\$300
4,001 - 5,000	\$550		26-35	\$450
5,001 – 6,000	\$650		36-50	\$550
6,001 – 7,500	\$700		51-75	\$800
7,501 – 10,000	\$850		76-100	\$900
10,001 – 15,000	\$900		101-125	\$1,050
15,001 – 20,000	\$950		126-150	\$1,150
20,001 – 30,000	\$1,100		>151	\$1,150
30,001 – 40,000	\$1,250		Plus \$160 for each additional 25 fixtures (rounded up) beyond 150 Fixtures	
40,001 – 50,000	\$1,550			
50,001 – 75,000	\$2,100			
Over 75,000	\$2,500			
Plus \$0.0072 per each additional sq. ft. over 75,000 sq. ft.				
Note:	1. A Plan Entry Fee of \$200.00 shall be submitted with each submittal of plans in addition to the plan review and inspection fees.			
	2. At the Sole discretion of the Supervisor of Building Inspection and Plans Examiner; Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.			
Determination of Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.			
Resubmittals & revisions to approved plans	When deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans, the review fee shall be \$75.00. Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate.			
Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of \$500.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees and base fees applied to a project.			
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.			

CITATIONS (VIOLATIONS OF MUNICIPAL CODE)

	Basic Deposit (Forfeiture)	Penalty Surcharge (26%)	Jail Surcharge & Crime	Automation, Court Support & Justice Info Fees	Court Costs (Clerk's Fee)	Total Deposit
Disorderly Conduct	\$100.00	\$26.00	\$23.00	\$89.50	\$25.00	\$263.50
Parking Citations (First Offense)	\$55.00	\$14.30	\$23.00	\$89.50	\$25.00	\$206.80
Parking Citations (Second Offense)	\$75.00	\$19.50	\$23.00	\$89.50	\$25.00	\$232.00
Park Regulation Violations	\$55.00	\$14.30	\$23.00	\$89.50	\$25.00	\$206.80
Zoning Violations (Citation increases by \$50 for second and subsequent offenses of the same code section)	\$250.00	\$65.00	\$23.00	\$89.50	\$25.00	\$452.50
Sign Violations	\$250.00	\$65.00	\$23.00	\$89.50	\$25.00	\$452.50
Land Division Violations	\$50-200.00	\$Varies	\$23.00	\$89.50	\$25.00	\$Varies
Nuisance Code Violations (First Offense)	\$100.00	\$26.00	\$23.00	\$89.50	\$25.00	\$263.50
Nuisance Code Violations (Second Offense)	\$250.00	\$65.00	\$23.00	\$89.50	\$25.00	\$452.50
Other Violations	\$25.00	\$6.50	\$23.00	\$89.50	\$25.00	\$169.00
Negligent or Willful Septage Discharge	\$250 500.00	\$65 130.00	\$23.00	\$89.50	\$25.00	\$452.20 767.50
Failure to Clean Septage Receiving Screen	\$100	\$26.00	\$23.00	\$89.50	\$25.00	\$263.50

Short-Term Rental Violation Forfeitures per Ord No. 2023-006 plus surcharges and fees above

LICENSES & MISCELLANEOUS FEESLicenses

Dog License - Unaltered	\$10
Dog License – Spayed or Neutered	\$5
Dog License – Late Fee (After March 31)	\$25

Operator's License – 1 year	\$15
Operator's License – 2 year	\$25

Short-Term Rental License \$1500 initial license; \$1000 if licensed previous year + \$150 every time an application must be returned for completion or additional information

Mobile Food Vendor License \$500

Tobacco License	\$50
Temporary Class "B" Beer (Picnic) License	\$10
Class "A" Beer License	\$100
Class "A" Liquor License	\$500
Class "B" Beer License	\$100
Class "B" Liquor License	\$500
Class "C" Wine License	\$100
300- Seat Class "B" Liquor License*	\$500
(*Subject to licensing criteria and initial fee)	
Initial Issuance Fee -Reserve Liquor Licenses	\$20,000

Liquor License Publication Fee	\$30
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Fees & Taxes

Register of Deed Recording Fees	\$75 minimum (varies by document type, pages, county recording fees, staff time, mileage)
Copies of Recorded Documents	County fee plus staff time and mileage – minimum of \$2 first page, \$1 each additional page above county fee
Notary Services	\$5/document
Public Records Copying Fee	\$0.25/page, plus postage, if applicable (research fee may be applied if the record is not readily available)
Fax Charge	\$0.25/page
Public Records Requests	\$0.25/page, plus postage and staff time (hourly rate, deposit required)
Special Assessment Letter Request – Village	\$30
Special Assessment Letter Request – Utilities	\$30
Sales Tax	5.50%
Room Tax	8.00%
Premier Resort Area Tax	0.05%
Nonsufficient Fees Charge	\$25

Rental Fees (Security deposit may be required; rates include sales tax)

Facility Rentals:

Village Hall	\$30/hr. or \$200/day
Gazebo	\$75/day
TKH Building	\$75/day
Sports Complex Pavilion	\$150/day
Sports Complex Ball Fields	\$50/day
Sports Complex Tennis/ Pickleball Courts	\$10/2 hr. time block
Fire Station – Lg. Meeting Rm	\$50/day
Fire Station – Sm. Meeting Rm	\$25/day

Park/Special Rentals: (Cost is Friday-Monday to accommodate tent rental companies)

Waterfront Park	\$1900
(May, June, Sept, Oct.)	
Waterfront Park	\$3500
(July & August)	
Marina Park	\$1500
(May, June, Sept, Oct.)	
Marina Park	\$2500
(July & August)	
Ice Rink Tournaments	\$1500 plus \$1000 retainer for clean-up and repair

SEWER & WATER

As prescribed by the Public Service or Commission or adopted by the Sewer and Water Utility Committee in the preceding summer. Refer to Committee minutes for most recent rate schedule.

MARINA**Launch Fees:**

Daily Launch Pass	\$10.00
Non-Commercial Seasonal Launch Pass	\$100.00
Commercial Seasonal Launch Pass	\$300.00

Dockage Rates:

Seasonal Slip - Sister Bay Property Owner	\$149.00/ft. of slip
Seasonal Slip – Non-Sister Bay Prop. Owner	\$157.00/ft. of slip
In-Season Transient dockage (Based on Length of boat) - May 1 4 5-Oct. 13 7	\$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'+
Late Season Transient dockage – Lmted. Avail. Su-Th ONLY, weekends are regular rates Sept. 15-Oct. 13 5	\$35.00/day (Su-Th ONLY)
Failure to Remove Boat at Close of Season (Oct. 13 5 is Marina Closing)	\$2.50/ft. per day, 20' minimum

Commercial Vendor Fees:

1.5 x Seasonal Property Owner Rate for 202~~4~~5

Miscellaneous:

Sanitary Pump Out	\$25.00 (up to 60 gallons) – PAY IN ADVANCE
Ice – 7.5 lb. bag	\$2.50
Ice – 10 lb. block	\$3.50
Water & Gatorade	\$2.00
Candy	\$2.00
Washer/Dryer Use	Washer \$2.00 per load/Dryer \$2.00 per load
Laundry Detergent, Fabric Sheets	\$1.00

All fees are due upon receipt of service unless alternate arrangements have been made with the Marina Manager. Late payment charge of 1%, but not less than \$0.50, applies and will be assessed on a monthly basis.

AGENDA ITEM 8k

Monthly Financial Report and
Appropriations



Village of Sister Bay Board Report

[Please Click Here To Access The Village's 2024 Budget](#)

Meeting Date: November 19, 2024

Staff members have carefully reviewed the following bills and are recommending
that they all be approved.

Bills By Type	Amount	Total
Village bills prepaid	\$ 168,442.35	
Bank fees & bills paid electronically	447.79	
<i>Village Total</i>		\$ 168,890.14
Special Revenue Funds bills	\$ -	
Special Revenue Sales Tax	-	
Bank fees & bills paid electronically	-	
<i>Minor Funds Total</i>		\$ -
Debt Service Village	\$ -	
Special Revenue	-	
Marina	-	
Utilities	-	
<i>Debt Service Total</i>		\$ -
CIP/TIF bills prepaid	\$ 286,839.89	
CIP/TIF Bank fees paid electronically	-	
<i>CIP/TIF total</i>		\$ 286,839.89
Water fund bills prepaid	\$ 6,224.97	
Wastewater fund bills prepaid	41,060.06	
Collection fund bills prepaid	1245.81	
Bank fees & bills paid electronically		
<i>Utility total</i>		\$ 48,530.84
Marina bills prepaid	\$ 29,817.58	
Marina sales tax	4,677.27	
Marina credit card fees & bills paid by EFT	1,530.88	
<i>Marina Total</i>		\$ 36,025.73
Net payroll: 11/01 & 11/15	\$ 65,150.10	
State taxes paid online in October	5,979.46	
Retirement paid online in October	11,904.07	
<i>Payroll/taxes total</i>		\$ 83,033.63
TOTAL ALL BILLS		\$ 623,320.23

Respectfully submitted,

Volodymyr Gannik
Finance Director/Village Treasurer

Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Only paid invoices included.

Invoice Detail.Input date = 10/12/2024-11/15/2024

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided	GL
10007									
10007	ACTION APPRAISERS INC	3529	2024 MAINTENANCE WORK - N	11/01/2024	2,375.00	2,375.00	11/07/2024		100
10110									
10110	AFLAC	045433	EMPLOYEE-FUNDED PREMIUM	11/08/2024	136.26	136.26	11/12/2024		100
10110	AFLAC	682511	EMPLOYEE-FUNDED PREMIUM	10/12/2024	136.26	136.26	10/17/2024		100
12221									
12221	BAY-LAKE REGIONAL PLAN	7295	OUTDOOR REC PLAN UPDATE	07/01/2024	959.20	959.20	10/17/2024		100
12242									
12242	GA COMPUTER SERVICES	INV-6341	MARINA FIREWALL SERVICE	09/21/2024	210.00	210.00	11/07/2024		690
12242	GA COMPUTER SERVICES	INV-6376	SERVER BACKUP MONTHLY	10/13/2024	82.63	82.63	10/17/2024		100
12242	GA COMPUTER SERVICES	INV-6376	COMPUTER MONITORING/SER	10/13/2024	360.00	360.00	10/17/2024		100
12242	GA COMPUTER SERVICES	INV-6376	PARKS BLDG INTERNET	10/13/2024	20.45	20.45	10/17/2024		100
12242	GA COMPUTER SERVICES	INV-6376	VH INTERNET WI/FI	10/13/2024	13.64	13.64	10/17/2024		100
12242	GA COMPUTER SERVICES	INV-6376	MARINA INTERNET/WIFI	10/13/2024	40.91	40.91	10/17/2024		690
13260									
13260	BHIRDO'S BY THE BAY	19626	EQUIP FUEL ALLOC-W	09/30/2024	17.45	17.45	11/07/2024		610
13260	BHIRDO'S BY THE BAY	19626	VEHICLE FUEL ALLOCATION-W	09/30/2024	115.87	115.87	11/07/2024		610
13260	BHIRDO'S BY THE BAY	19626	VEHICLE FUEL ALLOCATION-W	09/30/2024	231.73	231.73	11/07/2024		620
13260	BHIRDO'S BY THE BAY	19626	EQUIP FUEL ALLOC-WW	09/30/2024	34.89	34.89	11/07/2024		620
13260	BHIRDO'S BY THE BAY	19626	VEHICLE FUEL ALLOCATION-C	09/30/2024	38.62	38.62	11/07/2024		630
13260	BHIRDO'S BY THE BAY	19626	EQUIP FUEL ALLOC-C	09/30/2024	5.82	5.82	11/07/2024		630
13260	BHIRDO'S BY THE BAY	19647	MARINA FUEL	09/30/2024	14.82	14.82	11/12/2024		690
13260	BHIRDO'S BY THE BAY	19651	VILLAGE GAS	09/30/2024	81.50	81.50	10/31/2024		100
13260	BHIRDO'S BY THE BAY	19651	SHUTTLE BUS GAS	09/30/2024	444.50	444.50	10/31/2024		100
13499									
13499	MACQUEEN EQUIPMENT LL	P36058	TRACKLESS	10/31/2024	1,109.00	1,109.00	11/07/2024		100
14309									
14309	ELAN FINANCIAL SERVICES	October 2024	MONTHLY IT SUBSCRIPTIONS	10/21/2024	75.33	75.33	11/07/2024		100
14309	ELAN FINANCIAL SERVICES	October 2024	ANNUAL ADOBE SUBSCRIPTIO	10/21/2024	253.07	253.07	11/07/2024		100
14309	ELAN FINANCIAL SERVICES	October 2024	GFOA DUES - GANNIK	10/21/2024	160.00	160.00	11/07/2024		100
14309	ELAN FINANCIAL SERVICES	October 2024	CHIPPER MAINT	10/21/2024	463.11	463.11	11/07/2024		100
14309	ELAN FINANCIAL SERVICES	October 2024	EQUIP MAINT	10/21/2024	566.88	566.88	11/07/2024		100
14309	ELAN FINANCIAL SERVICES	October 2024	POLY ROPE	10/21/2024	419.28	419.28	11/07/2024		100
14309	ELAN FINANCIAL SERVICES	October 2024	ZONING WORKSHOP	10/21/2024	23.10	23.10	11/07/2024		100
14309	ELAN FINANCIAL SERVICES	October 2024	WWTP POSTAGE	10/21/2024	11.80	11.80	11/07/2024		620
14309	ELAN FINANCIAL SERVICES	October 2024	WWTP EQUIP MAINT	10/21/2024	113.94	113.94	11/07/2024		620
14309	ELAN FINANCIAL SERVICES	October 2024	AIRFARE TO FL	10/21/2024	791.90	791.90	11/07/2024		690
14309	ELAN FINANCIAL SERVICES	October 2024	WMA FALL CONF	10/21/2024	535.00	535.00	11/07/2024		690
17506									
17506	CELLCOM	995394	IPAD FOR BOARD	11/05/2024	14.78	14.78	11/12/2024		100
17506	CELLCOM	995394	CELLPHONES- PARKS	11/05/2024	115.63	115.63	11/12/2024		100
17506	CELLCOM	995394	CELLPHONES - W	11/05/2024	117.08	117.08	11/12/2024		610
17506	CELLCOM	995394	CELLPHONES- WW	11/05/2024	234.16	234.16	11/12/2024		620
17506	CELLCOM	995394	CELLPHONES- C	11/05/2024	39.04	39.04	11/12/2024		630
17506	CELLCOM	995394	CELLPHONE - MARINA	11/05/2024	54.58	54.58	11/12/2024		690
17525									
17525	CULLIGAN OF STURGEON	D-86824	WATER SOFTENER SALT - FS	10/17/2024	83.20	83.20	11/07/2024		100
20007									
20007	DELTA DENTAL OF WIS	2236957	DENTAL INSURANCE - NOVEMB	10/17/2024	605.68	605.68	10/23/2024		100
20007	DELTA DENTAL OF WIS	2239990	VISION INSURANCE - NOVEMB	10/17/2024	192.98	192.98	10/23/2024		100

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided	GL
20438									
20438	DEPT OF EMPLOYEE TRUS	125300020241	HEALTH INS. - EMPLOYEE AMT	11/06/2024	3,445.26	3,445.26	11/07/2024		100
20438	DEPT OF EMPLOYEE TRUS	125300020241	HEALTH INS. - EMPLOYER AMT	11/06/2024	19,523.12	19,523.12	11/07/2024		100
20438	DEPT OF EMPLOYEE TRUS	125300020241	DENTAL INS. - EMPLOYEE AMT	11/06/2024	139.55	139.55	11/07/2024		100
20438	DEPT OF EMPLOYEE TRUS	125300020241	DENTAL INS. - EMPLOYER AMT	11/06/2024	790.77	790.77	11/07/2024		100
20455									
20455	DOOR COUNTY SHERIFF	2024-2800008	SHERIFF SECURITY SERVICE	11/04/2024	419.75	419.75	11/12/2024		100
20455	DOOR COUNTY SHERIFF	2024-2800008	FALL FEST SECURITY - SBAA	11/04/2024	5,014.29	5,014.29	11/12/2024		100
20460									
20460	DOOR COUNTY CLERK	Dogs 2024	DOG LICENSES 2024	10/08/2024	102.50	102.50	10/17/2024		100
20505									
20505	EMPLOYEE BENEFITS COR	4638878	DEPENDENT CARE - FSA	10/10/2024	416.66	416.66	10/17/2024		100
20505	EMPLOYEE BENEFITS COR	4642622	BESTFLEXPLAN	10/15/2024	50.00	50.00	10/17/2024		100
20512									
20512	EFTPS - ONLINE 941 PAYME	PR1012240	PRINT PAPER CHECK TO UPDA	10/16/2024	2,751.39	2,751.39	10/17/2024		100
20512	EFTPS - ONLINE 941 PAYME	PR1012240	PRINT PAPER CHECK TO UPDA	10/16/2024	2,751.39	2,751.39	10/17/2024		100
20512	EFTPS - ONLINE 941 PAYME	PR1012240	PRINT PAPER CHECK TO UPDA	10/16/2024	643.49	643.49	10/17/2024		100
20512	EFTPS - ONLINE 941 PAYME	PR1012240	PRINT PAPER CHECK TO UPDA	10/16/2024	643.49	643.49	10/17/2024		100
20512	EFTPS - ONLINE 941 PAYME	PR1012240	PRINT PAPER CHECK TO UPDA	10/16/2024	3,974.20	3,974.20	10/17/2024		100
20512	EFTPS - ONLINE 941 PAYME	PR1026240	PRINT PAPER CHECK TO UPDA	10/30/2024	3,152.02	3,152.02	10/30/2024		100
20512	EFTPS - ONLINE 941 PAYME	PR1026240	PRINT PAPER CHECK TO UPDA	10/30/2024	3,152.02	3,152.02	10/30/2024		100
20512	EFTPS - ONLINE 941 PAYME	PR1026240	PRINT PAPER CHECK TO UPDA	10/30/2024	737.17	737.17	10/30/2024		100
20512	EFTPS - ONLINE 941 PAYME	PR1026240	PRINT PAPER CHECK TO UPDA	10/30/2024	737.17	737.17	10/30/2024		100
20512	EFTPS - ONLINE 941 PAYME	PR1026240	PRINT PAPER CHECK TO UPDA	10/30/2024	4,602.80	4,602.80	10/30/2024		100
20512	EFTPS - ONLINE 941 PAYME	PR1109240	PRINT PAPER CHECK TO UPDA	11/12/2024	2,626.60	2,626.60	11/12/2024		100
20512	EFTPS - ONLINE 941 PAYME	PR1109240	PRINT PAPER CHECK TO UPDA	11/12/2024	2,626.60	2,626.60	11/12/2024		100
20512	EFTPS - ONLINE 941 PAYME	PR1109240	PRINT PAPER CHECK TO UPDA	11/12/2024	614.29	614.29	11/12/2024		100
20512	EFTPS - ONLINE 941 PAYME	PR1109240	PRINT PAPER CHECK TO UPDA	11/12/2024	614.29	614.29	11/12/2024		100
20512	EFTPS - ONLINE 941 PAYME	PR1109240	PRINT PAPER CHECK TO UPDA	11/12/2024	3,956.58	3,956.58	11/12/2024		100
20514									
20514	ERC INC	ERC-1124-126	EAP BENEFITS - ADMIN	11/01/2024	22.97	22.97	11/07/2024		100
20514	ERC INC	ERC-1124-126	EAP BENEFITS - CLERK	11/01/2024	11.48	11.48	11/07/2024		100
20514	ERC INC	ERC-1124-126	EAP BENEFITS - FINANCE	11/01/2024	11.48	11.48	11/07/2024		100
20514	ERC INC	ERC-1124-126	EAP BENEFITS - PARKS & STRE	11/01/2024	57.42	57.42	11/07/2024		100
20514	ERC INC	ERC-1124-126	EAP BENEFITS - WATER	11/01/2024	20.68	20.68	11/07/2024		610
20514	ERC INC	ERC-1124-126	EAP BENEFITS - WASTEWATER	11/01/2024	41.35	41.35	11/07/2024		620
20514	ERC INC	ERC-1124-126	EAP BENEFITS - COLLECTION	11/01/2024	6.89	6.89	11/07/2024		630
20514	ERC INC	ERC-1124-126	EAP BENEFITS - MARINA	11/01/2024	11.48	11.48	11/07/2024		690
30701									
30701	FRONTIER	090205-5-Nov	ROLL-OVER LINE	11/25/2024	7.00	7.00	11/07/2024		100
30701	FRONTIER	Nov249201590	PHONES-W	10/25/2024	101.74	101.74	11/07/2024		610
30701	FRONTIER	Nov249201590	PHONES-WW	10/25/2024	101.74	101.74	11/07/2024		620
30750									
30750	GOING CO INC	260004	VILLAGE GARBAGE	11/01/2024	16,760.41	16,760.41	11/12/2024		100
30750	GOING CO INC	260004	VILLAGE RECYCLING	11/01/2024	2,922.06	2,922.06	11/12/2024		100
30750	GOING CO INC	260263	MARINA RECYCLING	11/01/2024	151.85	151.85	11/12/2024		690
30750	GOING CO INC	260263	MARINA TRASH	11/01/2024	383.97	383.97	11/12/2024		690
30750	GOING CO INC	260274	PARKS MAINT RECYCLING	11/01/2024	105.85	105.85	11/12/2024		100
30750	GOING CO INC	260292	WWTP RUBBISH REMOVAL	11/01/2024	139.74	139.74	11/12/2024		620
30750	GOING CO INC	260417	RECYCLING - FIRE STATION	11/01/2024	56.30	56.30	11/12/2024		100
30751									
30751	GREAT-WEST TRUST COMP	PR1012240	Great West Deferred Comp. DEF	10/16/2024	147.50	147.50	10/17/2024		100
30751	GREAT-WEST TRUST COMP	PR1012240	Great West Deferred Comp. DEF	10/16/2024	62.50	62.50	10/17/2024		100
30751	GREAT-WEST TRUST COMP	PR1026240	Great West Deferred Comp. DEF	10/30/2024	147.50	147.50	10/30/2024		100
30751	GREAT-WEST TRUST COMP	PR1026240	Great West Deferred Comp. DEF	10/30/2024	62.50	62.50	10/30/2024		100
30751	GREAT-WEST TRUST COMP	PR1109240	Great West Deferred Comp. DEF	11/12/2024	147.50	147.50	11/12/2024		100
30751	GREAT-WEST TRUST COMP	PR1109240	Great West Deferred Comp. DEF	11/12/2024	62.50	62.50	11/12/2024		100

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided	GL
31809									
31809	HSABANK	Dec 2024	EMPLOYEE CONTRIBUTION - D	11/06/2024	536.66	536.66	11/07/2024		100
31809	HSABANK	November 202	EMPLOYEE CONTRIBUTION	10/10/2024	536.66	536.66	10/17/2024		100
40963									
40963	INSPECTION SPECIALISTS	October 2024	BUILDING INSPECTION - OCTO	10/31/2024	6,205.60	6,205.60	11/12/2024		100
40963	INSPECTION SPECIALISTS	October 2024	BUILDING PERMIT FEES - DPW	10/31/2024	3,420.00	3,420.00	11/12/2024		400
41205									
41205	WISCONSIN BUILDING SUP	2785191	CONCRETE FOR BIKE RACKS	10/09/2024	44.34	44.34	10/17/2024		400
41205	WISCONSIN BUILDING SUP	2785585	CONCRETE FOR BIKE RACKS	10/02/2024	69.93	69.93	10/17/2024		400
41205	WISCONSIN BUILDING SUP	2803813	WATER SOFTNER SALT	10/10/2024	37.16	37.16	10/17/2024		620
41212									
41212	ROBERT E LEE & ASSOC IN	87257	NORTHWOODS ENGINEERING	10/08/2024	596.00	596.00	10/17/2024		410
41212	ROBERT E LEE & ASSOC IN	87258	MILL ROAD RECONSTRUCTION	10/08/2024	1,132.50	1,132.50	10/17/2024		410
41215									
41215	DAVE LIENAU	October 2024	FIREWORKS LODGING AND MIL	10/25/2024	453.53	453.53	10/31/2024		100
41316									
41316	MARCO INC	37702573	GENERAL COPIES	10/21/2024	260.58	260.58	10/23/2024		100
41316	MARCO INC	37702573	STR COPIES	10/21/2024	7.80	7.80	10/23/2024		100
41316	MARCO INC	37702573	PUBLIC 16776961 COPIES	10/21/2024	.43	.43	10/23/2024		100
41316	MARCO INC	37702573	ZONING COPIES	10/21/2024	80.81	80.81	10/23/2024		100
41316	MARCO INC	37702573	UTILITIES COPIES - W	10/21/2024	13.65	13.65	10/23/2024		610
41316	MARCO INC	37702573	LGUD #1 COPIES	10/21/2024	2.76	2.76	10/23/2024		610
41316	MARCO INC	37702573	UTILITIES COPIES - WW	10/21/2024	27.31	27.31	10/23/2024		620
41316	MARCO INC	37702573	LGUD #1 COPIES	10/21/2024	2.76	2.76	10/23/2024		620
41316	MARCO INC	37702573	UTILITIES COPIES - C	10/21/2024	4.55	4.55	10/23/2024		630
41316	MARCO INC	37702573	MARINA COPIES	10/21/2024	5.10	5.10	10/23/2024		690
41316	MARCO INC	539914895	UTILITIES COPIES - W	10/01/2024	66.35	66.35	10/23/2024		610
41316	MARCO INC	539914895	UTILITIES COPIES - WW	10/01/2024	132.69	132.69	10/23/2024		620
41316	MARCO INC	539914895	UTILITIES COPIES - C	10/01/2024	22.12	22.12	10/23/2024		630
41319									
41319	MAY'S SPORT CENTER	26832	FILTERS	10/07/2024	262.42	262.42	10/23/2024		100
41319	MAY'S SPORT CENTER	26881	TIRE ASSY 145-1919	10/24/2024	511.50	511.50	10/31/2024		100
41319	MAY'S SPORT CENTER	26885	PULLEY & HUB	10/29/2024	98.98	98.98	11/07/2024		100
41319	MAY'S SPORT CENTER	26944	HARDWARE	10/18/2024	360.29	360.29	11/07/2024		100
41319	MAY'S SPORT CENTER	27008 CR	RETURNED HARDWARE	10/28/2024	236.79-	236.79-	11/07/2024		100
41319	MAY'S SPORT CENTER	49954	LAWN MOWER	11/01/2024	137.20	137.20	11/07/2024		100
61539									
61539	OFFICE DEPOT BUSINESS	387271657001	TONER - MARINA	10/21/2024	70.34	70.34	10/31/2024		690
61539	OFFICE DEPOT BUSINESS	387271657002	COPY PAPER	10/22/2024	50.14	50.14	10/31/2024		100
61539	OFFICE DEPOT BUSINESS	387438795001	COMPUTER CAMERA	09/18/2024	48.69	48.69	10/17/2024		100
61539	OFFICE DEPOT BUSINESS	388651383001	ADMIN OFFICE SUPPLIES	10/07/2024	43.99	43.99	10/23/2024		100
61539	OFFICE DEPOT BUSINESS	388651383001	OFFICE SUPPLIES	10/07/2024	12.78	12.78	10/23/2024		100
61539	OFFICE DEPOT BUSINESS	388651383001	UTIL OFFICE SUPPLIES - W	10/07/2024	8.09	8.09	10/23/2024		610
61539	OFFICE DEPOT BUSINESS	388651383001	UTIL OFFICE SUPPLIES - WW	10/07/2024	16.18	16.18	10/23/2024		620
61539	OFFICE DEPOT BUSINESS	388651383001	UTIL OFFICE SUPPLIES - C	10/07/2024	2.71	2.71	10/23/2024		630
61539	OFFICE DEPOT BUSINESS	392476683001	TONER - SCHMELZER	10/22/2024	212.09	212.09	10/31/2024		100
61547									
61547	ORKIN PEST CONTROL INC	27814292 - Pre	PREPAY PEST CONTROL - ADM	11/07/2024	739.13	739.13	11/12/2024		100
61630									
61630	PIGGLY WIGGLY	October 2024	GEN SUPPLIES	10/07/2024	13.48	13.48	11/07/2024		100
61937									
61937	PTM DOCUMENT SYSTEMS	0090221	W2 & 1099 FORMS	10/30/2024	147.97	147.97	10/31/2024		100
71907									
71907	CLIFTONLARSONALLEN LL	L241748286	AUDIT BILLING - GENERAL	11/05/2024	3,751.45	3,751.45	11/12/2024		100
71907	CLIFTONLARSONALLEN LL	L241748286	AUDIT BILLING - TID #2	11/05/2024	612.40	612.40	11/12/2024		510
71907	CLIFTONLARSONALLEN LL	L241748286	AUDIT BILLING - WATER	11/05/2024	765.00	765.00	11/12/2024		610
71907	CLIFTONLARSONALLEN LL	L241748286	AUDIT BILLING - WASTEWATER	11/05/2024	1,531.00	1,531.00	11/12/2024		620

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided	GL
71907	CLIFTONLARSONALLEN LL	L241748286	AUDIT BILLING - COLLECTION	11/05/2024	459.30	459.30	11/12/2024		630
71907	CLIFTONLARSONALLEN LL	L241748286	AUDIT BILLING - MARINA	11/05/2024	535.85	535.85	11/12/2024		690
71911									
71911	SEPTIC MAINTENANCE LLC	23289	SLUDGE HAULED TO STURGE	10/10/2024	350.00	350.00	10/17/2024		620
71911	SEPTIC MAINTENANCE LLC	23448	SLUDGE HAULED TO STURGE	10/10/2024	350.00	350.00	10/17/2024		620
71911	SEPTIC MAINTENANCE LLC	23449	SLUDGE HAULED TO STURGE	10/10/2024	350.00	350.00	10/17/2024		620
71911	SEPTIC MAINTENANCE LLC	23450	SLUDGE HAULED TO STURGE	10/10/2024	350.00	350.00	10/17/2024		620
71920									
71920	SISTER BAY ADVANCEMEN	3rd Qtr Support	3RD QUARTER SUPPORT	11/08/2024	16,033.59	16,033.59	11/12/2024		100
71931									
71931	SISTER BAY PETRO	September 202	VILLAGE GAS	09/30/2024	898.72	898.72	10/17/2024		100
71931	SISTER BAY PETRO	September 202	UTILITY GAS - W	09/30/2024	34.36	34.36	10/17/2024		610
71931	SISTER BAY PETRO	September 202	UTILITY GAS - WW	09/30/2024	68.72	68.72	10/17/2024		620
71931	SISTER BAY PETRO	September 202	UTILITY GAS - C	09/30/2024	11.46	11.46	10/17/2024		630
72010									
72010	HEIDI TEICH	October 2024	CLERK MILEAGE	10/28/2024	29.48	29.48	10/31/2024		100
72010	HEIDI TEICH	October 2024	ELECTIONS MILEAGE	10/28/2024	48.24	48.24	10/31/2024		100
80005									
80005	WARNING LITES	1115-9312	FALL FEST TRAFFIC CONTROL	10/30/2024	1,762.08	1,762.08	11/07/2024		100
81988									
81988	WARNER-WEXEL LLC	242878	HAND SANITIZER	09/27/2024	55.86	55.86	10/17/2024		690
81988	WARNER-WEXEL LLC	243059	CUSTODIAN SUPPLIES	10/07/2024	294.16	294.16	10/17/2024		100
82350									
82350	WI PUBLIC SERVICE	0402302054Oc	PARKS-COLD STORAGE	10/29/2024	20.55	20.55	11/07/2024		100
82350	WI PUBLIC SERVICE	0402302054Oc	ELECTRICITY - INFO BOOTH	10/29/2024	32.67	32.67	11/07/2024		100
82350	WI PUBLIC SERVICE	0402302054Oc	ELECTRICITY - WATER	10/29/2024	713.58	713.58	11/07/2024		610
82350	WI PUBLIC SERVICE	0402302054Oc	ELECTRICITY - WASTEWATER	10/29/2024	4,280.32	4,280.32	11/07/2024		620
82350	WI PUBLIC SERVICE	0402302054Oc	ELECTRICITY - COLLECTION	10/29/2024	347.52	347.52	11/07/2024		630
82350	WI PUBLIC SERVICE	0407165881Oc	WELL #3 - SISTER BAY	10/15/2024	763.51	763.51	10/23/2024		610
82350	WI PUBLIC SERVICE	0407165881Oc	WELL #3 - LGUD	10/15/2024	254.51	254.51	10/23/2024		610
99998									
99998	ONE TIME VENDOR	Durkee Refund	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99998	ONE TIME VENDOR	Fasse Refund -	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99998	ONE TIME VENDOR	Haen Refund -	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99998	ONE TIME VENDOR	Hantke Refund	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99998	ONE TIME VENDOR	Hejny Refund -	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99998	ONE TIME VENDOR	Hoyer Refund -	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99998	ONE TIME VENDOR	Kimps Refund -	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99998	ONE TIME VENDOR	Kinney Refund	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99998	ONE TIME VENDOR	Lucy Refund -	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99998	ONE TIME VENDOR	Metzger Refun	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99998	ONE TIME VENDOR	Pierquet Refun	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99998	ONE TIME VENDOR	Rogers Refund	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99998	ONE TIME VENDOR	Tschurwald Ref	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99999									
99999	ONE TIME VENDOR	Arnold Refund -	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99999	ONE TIME VENDOR	Brooks Refund	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99999	ONE TIME VENDOR	Brost Refund -	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99999	ONE TIME VENDOR	Burns Refund -	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99999	ONE TIME VENDOR	Cechini Refund	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99999	ONE TIME VENDOR	Diltz Refund -	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99999	ONE TIME VENDOR	Dineen Refund	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	11/12/2024		690
99999	ONE TIME VENDOR	Dirks Refund -	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99999	ONE TIME VENDOR	DOCK REFUN	2023 TRANSIENT DOCKAGE RE	11/01/2024	346.00	346.00	11/07/2024		690
99999	ONE TIME VENDOR	Durr Refund -	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99999	ONE TIME VENDOR	Ferrie Refund -	REFUND MARINA WL DEPOSIT	11/01/2024	200.00	200.00	11/12/2024		690
99999	ONE TIME VENDOR	Friedman Refu	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided	GL
99999	ONE TIME VENDOR	GREEN REFU	REFUND MARINA WL DEPOSIT	10/14/2024	200.00	200.00	10/17/2024		690
99999	ONE TIME VENDOR	Hall Refund - M	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99999	ONE TIME VENDOR	Heim Refund -	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99999	ONE TIME VENDOR	Hildebrand Ref	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99999	ONE TIME VENDOR	Hoke Refund -	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99999	ONE TIME VENDOR	Houston Refun	REFUND MARINA WL DEPOSIT	10/14/2024	200.00	200.00	10/17/2024		690
99999	ONE TIME VENDOR	Huegli Refund -	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99999	ONE TIME VENDOR	Ihmels Refund	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99999	ONE TIME VENDOR	Jedd Refund -	REFUND MARINA WL DEPOSIT	11/01/2024	200.00	200.00	11/12/2024		690
99999	ONE TIME VENDOR	Johnson Refun	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99999	ONE TIME VENDOR	Lacart Refund -	REFUND MARINA WL DEPOSIT	11/01/2024	200.00	200.00	11/12/2024		690
99999	ONE TIME VENDOR	Lindsley Refun	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99999	ONE TIME VENDOR	Maher Refund -	REFUND MARINA WL DEPOSIT	10/14/2024	200.00	200.00	10/17/2024		690
99999	ONE TIME VENDOR	MCBURNEY R	REFUND MARINA WL DEPOSIT	10/15/2024	200.00	200.00	10/17/2024		690
99999	ONE TIME VENDOR	McCormick Ref	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99999	ONE TIME VENDOR	Metcalfe Refun	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99999	ONE TIME VENDOR	Parks Refund -	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99999	ONE TIME VENDOR	Patti Refund -	REFUND MARINA WL DEPOSIT	10/17/2024	200.00	200.00	10/23/2024		690
99999	ONE TIME VENDOR	Peterson Refun	REFUND MARINA WL DEPOSIT	11/01/2024	200.00	200.00	11/12/2024		690
99999	ONE TIME VENDOR	Porter Refund -	REFUND MARINA WL DEPOSIT	11/01/2024	200.00	200.00	11/12/2024		690
99999	ONE TIME VENDOR	Resch Refund -	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99999	ONE TIME VENDOR	Ropson Refund	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99999	ONE TIME VENDOR	Schultz Refund	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99999	ONE TIME VENDOR	Sequist Refund	REFUND MARINA WL DEPOSIT	10/09/2024	200.00	200.00	10/17/2024		690
99999	ONE TIME VENDOR	VandenHeuvel	REFUND MARINA WL DEPOSIT	11/01/2024	200.00	200.00	11/12/2024		690
99999	ONE TIME VENDOR	Wick Refund -	REFUND MARINA WL DEPOSIT	10/14/2024	200.00	200.00	10/17/2024		690
100091									
10009	BADGER METER INC	80176715	ORION CELLULAR UNITS-W	10/30/2024	12.15	12.15	11/07/2024		610
10009	BADGER METER INC	80176715	ORION CELLULAR UNITS-LGUD	10/30/2024	1.80	1.80	11/07/2024		610
10009	BADGER METER INC	80176715	ORION CELLULAR UNITS-WW	10/30/2024	24.30	24.30	11/07/2024		620
10009	BADGER METER INC	80176715	ORION CELLULAR UNITS-C	10/30/2024	4.05	4.05	11/07/2024		630
100136									
10013	BEAR GRAPHICS INC	0948504	BALLOT ENVELOPES	10/22/2024	14.70	14.70	10/31/2024		100
10013	BEAR GRAPHICS INC	0948855	CHECK - UTIL	10/24/2024	35.99	35.99	10/31/2024		610
10013	BEAR GRAPHICS INC	0948855	CHECK - UTIL	10/24/2024	71.98	71.98	10/31/2024		620
10013	BEAR GRAPHICS INC	0948855	CHECK - UTIL	10/24/2024	12.03	12.03	10/31/2024		630
10013	BEAR GRAPHICS INC	0948855	CHECKS	10/24/2024	119.99	119.99	10/31/2024		690
10013	BEAR GRAPHICS INC	0949251	ELECTIONS	10/31/2024	304.01	304.01	11/12/2024		100
10013	BEAR GRAPHICS INC	0949252	ELECTIONS	10/31/2024	304.01	304.01	11/12/2024		100
10013	BEAR GRAPHICS INC	0949531	UTILITY BILLS- LGUD	10/31/2024	471.52	471.52	11/12/2024		610
100491									
10049	HAWKINS INC	6888771	CHLORINE CYLINDER RENTAL	10/15/2024	10.00	10.00	10/17/2024		610
10049	HAWKINS INC	6891637	WELL # 3 SUPPLIES- CHEMICAL	10/15/2024	472.50	472.50	10/31/2024		610
10049	HAWKINS INC	6908955	WWTP-FERRIC	11/04/2024	16,009.53	16,009.53	11/12/2024		620
100541									
10054	ITU ABSORB TECH	8421475	RAGS- W	10/15/2024	6.42	6.42	10/31/2024		610
10054	ITU ABSORB TECH	8421475	WWTP LAUNDRY SERVICE	10/15/2024	80.97	80.97	10/31/2024		620
10054	ITU ABSORB TECH	8421475	RAGS- WW	10/15/2024	12.85	12.85	10/31/2024		620
10054	ITU ABSORB TECH	8421475	RAGS- C	10/15/2024	2.14	2.14	10/31/2024		630
100731									
10073	NCL OF WISCONSIN INC	510776	PHOSPHORUS AND BUFFER S	10/22/2024	640.50	640.50	11/07/2024		620
10073	NCL OF WISCONSIN INC	511302	LAB SUPPLIES	11/01/2024	289.93	289.93	11/12/2024		620
100781									
10078	ONE TIME VENDOR	OVERPAYMEN	OVERPAYMENT 3160.01	10/30/2024	78.98	78.98	11/07/2024		001
10078	ONE TIME VENDOR	OVERPAYMEN	OVERPAYMENT 5124.02	11/07/2024	270.93	270.93	11/12/2024		001
10078	ONE TIME VENDOR	OVERPAYMEN	OVERPAYMENT 7131.00	10/08/2024	185.69	185.69	10/17/2024		001
10078	ONE TIME VENDOR	Overpayment 7	REFUND OVERPAYMENT 8204.	10/23/2024	14.61	14.61	10/31/2024		001

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided	GL
10078	ONE TIME VENDOR	Overpayment 7	REFUND OVERPAYMENT 7300.	10/23/2024	19.78	19.78	10/31/2024		001
10078	ONE TIME VENDOR	Overpayment 7	REFUND OVERPAYMENT 7266.	10/23/2024	151.14	151.14	10/31/2024		001
10078	ONE TIME VENDOR	Overpayment 7	REFUND OVERPAYMENT 7256.	10/23/2024	43.81	43.81	10/31/2024		001
101006									
10100	STURGEON BAY UTILITIES	14883	SLUDGE PROCESSING	10/14/2024	2,520.00	2,520.00	10/23/2024		620
10100	STURGEON BAY UTILITIES	14904	SLUDGE PROCESSING	10/29/2024	2,520.00	2,520.00	11/07/2024		620
101207									
10120	DOOR COUNTY HARDWAR	502215 - 10/31	7566-BATTERIES & PICTURE H	10/31/2024	9.29	9.29	11/07/2024		610
10120	DOOR COUNTY HARDWAR	502215 - 10/31	7566-BATTERIES & PICTURE H	10/31/2024	18.59	18.59	11/07/2024		620
10120	DOOR COUNTY HARDWAR	502215 - 10/31	7574- TOILET BRUSH & SCRUB	10/31/2024	11.18	11.18	11/07/2024		620
10120	DOOR COUNTY HARDWAR	502215 - 10/31	7425-COMPRESSION SLEEVE,	10/31/2024	5.21	5.21	11/07/2024		620
10120	DOOR COUNTY HARDWAR	502215 - 10/31	7619-LIGHTBULB FOR DITCHES	10/31/2024	29.98	29.98	11/07/2024		620
10120	DOOR COUNTY HARDWAR	502215 - 10/31	7738-PLUGS FOR PRETREATM	10/31/2024	7.77	7.77	11/07/2024		620
10120	DOOR COUNTY HARDWAR	502215 - 10/31	7566-BATTERIES & PICTURE H	10/31/2024	3.10	3.10	11/07/2024		630
101216									
10121	HYDROCORP	CI-02881	COMMERCIAL CROSS CONNEC	10/31/2024	445.76	445.76	11/07/2024		610
10121	HYDROCORP	CI-02881	COMMERCIAL CROSS CONNEC	10/31/2024	11.24	11.24	11/07/2024		610
1001155									
10011	SYNERGY ENTERPRISES I	i25838	FS MAINTENANCE CONTRACT	11/11/2024	554.00	554.00	11/12/2024		100
1001164									
10011	KASTNER PYROTECHNICS	11693-1	FIREWORKS	10/15/2024	478.70	478.70	10/17/2024		100
1001180									
10011	RUEKERT & MIELKE INC	153945	GIS MAINTENANCE	10/26/2024	623.55	623.55	11/07/2024		610
10011	RUEKERT & MIELKE INC	153945	GIS MAINTENANCE	10/26/2024	1,247.10	1,247.10	11/07/2024		620
10011	RUEKERT & MIELKE INC	153945	GIS MAINTENANCE	10/26/2024	207.85	207.85	11/07/2024		630
1001185									
10011	ROBERT P BULTMAN	SisterBay2024	BEACH WEED CONTROL SERVI	11/05/2024	2,027.50	2,027.50	11/07/2024		100
1001199									
10011	SPECTRUM ENTERPRISE	104064501110	ADMIN INTERNET	11/01/2024	159.98	159.98	11/12/2024		100
10011	SPECTRUM ENTERPRISE	171222601102	PARKS MAINT INTERNET	10/21/2024	149.99	149.99	10/31/2024		100
10011	SPECTRUM ENTERPRISE	171227201102	VH PHONE	10/21/2024	39.99	39.99	10/31/2024		100
10011	SPECTRUM ENTERPRISE	171227201102	VH INTERNET	10/21/2024	139.99	139.99	10/31/2024		100
10011	SPECTRUM ENTERPRISE	171227501102	INTERNET - MARINA	10/21/2024	319.96	319.96	10/31/2024		690
10011	SPECTRUM ENTERPRISE	171227501102	CABLE TV - MARINA	10/21/2024	52.49	52.49	10/31/2024		690
1001209									
10012	AMAZON CAPITAL SERVICE	16MN-WR3H-1	CLOTHING - POAKDALE	10/15/2024	141.78	141.78	10/17/2024		100
10012	AMAZON CAPITAL SERVICE	16MN-WR3H-1	BOOTS - OAKDALE	10/15/2024	56.86	56.86	10/17/2024		100
10012	AMAZON CAPITAL SERVICE	1F1L-C4CD-31	BOOTS - RAMSAY	10/15/2024	138.75	138.75	10/17/2024		100
10012	AMAZON CAPITAL SERVICE	1G6G-CH6X-F	BATTERY BACKUP UPS FOR LA	10/22/2024	89.99	89.99	10/31/2024		620
10012	AMAZON CAPITAL SERVICE	1L1K-FRNC-11	CLOTHING - MASKETWIT	10/15/2024	128.65	128.65	10/17/2024		100
10012	AMAZON CAPITAL SERVICE	1RYD-GGRF-P	BATTERIES FOR UPS AT WELL	10/15/2024	49.71	49.71	10/31/2024		610
10012	AMAZON CAPITAL SERVICE	1RYD-GGRF-P	NITRILE SAFETY GLOVES	10/15/2024	36.60	36.60	10/31/2024		610
10012	AMAZON CAPITAL SERVICE	1RYD-GGRF-P	ZIP TIES FOR CELLULAR METE	10/15/2024	60.55	60.55	10/31/2024		610
10012	AMAZON CAPITAL SERVICE	1RYD-GGRF-P	AIR GAP KITS FOR CROSS CON	10/15/2024	146.00	146.00	10/31/2024		610
10012	AMAZON CAPITAL SERVICE	1RYD-GGRF-P	NITRILE SAFETY GLOVES	10/15/2024	73.19	73.19	10/31/2024		620
10012	AMAZON CAPITAL SERVICE	1RYD-GGRF-P	PRETREATMENT AIR COMPRE	10/15/2024	269.00	269.00	10/31/2024		620
10012	AMAZON CAPITAL SERVICE	1RYD-GGRF-P	LABORATORY GLOVES	10/15/2024	87.70	87.70	10/31/2024		620
10012	AMAZON CAPITAL SERVICE	1RYD-GGRF-P	NITRILE SAFETY GLOVES	10/15/2024	12.20	12.20	10/31/2024		630
10012	AMAZON CAPITAL SERVICE	1X7H-CCLM-1	1200LB MAGNET	10/15/2024	49.99	49.99	10/17/2024		690
1001231									
10012	BERNIES WELL & WATER L	222414	WATERSOFTNER & LAUNDRY	10/15/2024	250.00	250.00	10/23/2024		690
1001233									
10012	NEXTIVA INC	40003854994	PHONE - VH	10/31/2024	73.84	73.84	11/07/2024		100
10012	NEXTIVA INC	40003854994	PHONE - ADMIN	10/31/2024	189.88	189.88	11/07/2024		100
10012	NEXTIVA INC	40003854994	PHONE - SPORTS COMPLEX	10/31/2024	36.94	36.94	11/07/2024		100
10012	NEXTIVA INC	40003854994	PHONE - WW PLANT	10/31/2024	152.96	152.96	11/07/2024		620
10012	NEXTIVA INC	40003854994	PHONE - MARINA	10/31/2024	73.84	73.84	11/07/2024		690

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided	GL
1001234									
10012	MIDWEST CHEMICAL & EQ	7565	POLYMER	11/01/2024	1,156.50	1,156.50	11/07/2024		620
1001236									
10012	CONWAY OLEJNICZAK & JE	45157	CLINTON, ET. AL. STR CASE	09/30/2024	202.50	202.50	10/17/2024		100
10012	CONWAY OLEJNICZAK & JE	45157	RICKUN ORDER	09/30/2024	202.50	202.50	10/17/2024		100
10012	CONWAY OLEJNICZAK & JE	45157	WHITE STR CASE	09/30/2024	67.50	67.50	10/17/2024		100
10012	CONWAY OLEJNICZAK & JE	45159	CLINTON, ET. AL. STR CASE	09/30/2024	925.00	925.00	10/17/2024		100
10012	CONWAY OLEJNICZAK & JE	46478	ROBERTS ZONING APPEAL	10/31/2024	337.50	337.50	11/12/2024		100
10012	CONWAY OLEJNICZAK & JE	46478	MARINA DOCS REVIEW	10/31/2024	450.00	450.00	11/12/2024		690
10012	CONWAY OLEJNICZAK & JE	46479	WHITE STR CASE	10/31/2024	1,050.00	1,050.00	11/12/2024		100
10012	CONWAY OLEJNICZAK & JE	46480	CLINTON, ET. AL. STR CASE	10/31/2024	1,925.00	1,925.00	11/12/2024		100
1001238									
10012	ADVANCE AUTO PARTS	14666-417154	AIR ELEMENT	10/10/2024	41.14	41.14	10/17/2024		100
1001242									
10012	ZUCCHETTI NORTH AMERI	28267	LOGICAL SUBSCRIPTION - MA	11/01/2024	194.00	194.00	11/07/2024		690
1001246									
10012	CHURCH ENTERPRISES LL	5017	AC DELCO BATTERY - 78GHR	10/30/2024	191.58	191.58	10/31/2024		100
1001249									
10012	DOOR LANDSCAPE & NURS	18155	GRAVEL	10/09/2024	420.00	420.00	10/17/2024		400
1001256									
10012	TIM NELSON	Nelson Reimbu	MILEAGE REIMBURSEMENT- W	10/24/2024	150.08	150.08	11/07/2024		620
1001264									
10012	AIM COUNTRY WALK BP	Sept/Oct 2024	VILLAGE GAS	10/15/2024	71.90	71.90	10/17/2024		100
10012	AIM COUNTRY WALK BP	Sept/Oct 2024	UTIL GAS - W	10/15/2024	72.32	72.32	10/17/2024		610
10012	AIM COUNTRY WALK BP	Sept/Oct 2024	UTIL GAS - WW	10/15/2024	144.65	144.65	10/17/2024		620
10012	AIM COUNTRY WALK BP	Sept/Oct 2024	UTIL GAS - C	10/15/2024	24.11	24.11	10/17/2024		630
1001265									
10012	CATER PLUMBING LLC	11185	SPORTS COMPLEX WATER FO	10/03/2024	562.98	562.98	10/17/2024		100
10012	CATER PLUMBING LLC	11186	DOCK MAINTENANCE	10/03/2024	315.89	315.89	10/17/2024		690
10012	CATER PLUMBING LLC	11225	MARINA WINTERIZATION	10/17/2024	1,649.50	1,649.50	10/31/2024		690
10012	CATER PLUMBING LLC	11274	WINTERIZATION - PARKS & BLD	10/30/2024	699.50	699.50	11/07/2024		100
10012	CATER PLUMBING LLC	11274	WINTERIZATION - SPORTS CO	10/30/2024	200.00	200.00	11/07/2024		100
1001285									
10012	CARS & DOCKS LLC	5010455	SWIM LADDER	09/05/2024	174.40	174.40	10/17/2024		100
1001288									
10012	WI SCTF	C.S. 10/18/202	CHILD SUPPORT - 010/18/24 PA	10/17/2024	262.61	262.61	10/17/2024		100
10012	WI SCTF	C.S. 11-15-24	CHILD SUPPORT - 11/15/24 PAY	11/12/2024	262.61	262.61	11/12/2024		100
10012	WI SCTF	CS11-01-2024	CHILD SUPPORT - 11/01/24 PAY	10/30/2024	262.61	262.61	10/31/2024		100
1001289									
10012	INTEGRATED PROCESS SO	SI002695	PRETREATMENT REPAIR	10/08/2024	5,206.71	5,206.71	10/17/2024		620
1001299									
10012	JULIE SCHMELZER	November 202	MILEAGE REIMBURSE	11/04/2024	111.22	111.22	11/07/2024		100
1001302									
10013	ENDUSTRA	V244607-4	PRETREATMENT & SLUDGE BL	10/03/2024	946.00	946.00	10/17/2024		620
1001304									
10013	FIRST UNUM LIFE INSURAN	November 202	LTD INSURANCE	10/14/2024	359.63	359.63	10/17/2024		100
1001312									
10013	STANTEC CONSULTING SE	2299212	PROFESSIONAL SERVICES	10/16/2024	2,267.00	2,267.00	10/31/2024		100
1001320									
10013	MCAHON ASSOCIATES IN	603488	VH CONCEPTUAL DESIGN	10/08/2024	13,476.00	13,476.00	10/23/2024		400
10013	MCAHON ASSOCIATES IN	603489	PW BLDG	10/08/2024	1,544.67	1,544.67	10/23/2024		400
1001327									
10013	SAM JORDAN	November 202	MILEAGE REIMBURSEMENT	11/11/2024	117.25	117.25	11/12/2024		690
10013	SAM JORDAN	November 202	MEAL REIMBURSEMENT	11/11/2024	128.55	128.55	11/12/2024		690
10013	SAM JORDAN	November 202	AIRPORT PARKING	11/11/2024	68.00	68.00	11/12/2024		690
1001335									
10013	HUMAN RESOURCES CON	16453	BENEFITS CONSULTING	10/16/2024	1,800.06	1,800.06	10/17/2024		100

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided	GL
10013 1001341	HUMAN RESOURCES CON	16511	BENEFITS CONSULTING	11/01/2024	1,312.50	1,312.50	11/07/2024		100
10013 1001342	DOOR COUNTY STORAGE	925	TEMPORARY STORAGE	09/01/2024	900.00	900.00	10/17/2024		100
10013 1001343	KIRBY BUILT PRODUCTS LL	KB2000114090	LIBRARY TABLE	10/31/2024	1,656.94	1,656.94	10/31/2024		100
10013 1001344	ALLIANCE CONSTRUCTION	4274 - DRAW 1	DPW BULDING - DRAW 1	11/07/2024	265,524.05	265,524.05	11/12/2024		400
10013	DOOR COUNTY CLERK OF	23FA62-11.15.	CC - 11/15/24 PAYROLL	11/12/2024	25.00	25.00	11/12/2024		100
Grand Totals:					498,365.63	498,365.63			

Dated: _____

Staff: _____

Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Only paid invoices included.

Invoice Detail.Input date = 10/12/2024-11/15/2024

Dated this 19th day of November, 2024

Respectfully Submitted



Volodymyr Gannik

Finance Director/Village Treasurer

AGENDA ITEM 9

Staff Report(s)



PARKS & STREETS DIRECTOR'S REPORT

Date: November 19, 2024

Board/Committee: Parks, Property & Streets Committee

Re: Monthly Report

Author: Erik Linczmaier, Director

1. Alliance Construction has broken ground on the new Parks facility. Hopefully the weather cooperates, and we do not have to pay the added costs for working in unexpectedly cold conditions.
2. Action Electric has started to remove and replace the light poles located in Waterfront Park with the ones staff refurbished over this past winter. Hopefully by the end of the year we will have more uniform, dark sky friendly lighting, that is more welcoming.
3. With the warmer weather earlier this month we were able to get many of our holiday decorations in place. It was nice to work in warmer weather, and some people do like the decorations going up earlier. We will hold off on actually lighting them until Capture the Spirit.
4. Staff did a great job this year preparing and executing Fall Fest. Between Saturday and Sunday, the crew each put in about 27 hours of time.
5. Finally, we are seeing progress on getting the swim dock repaired. The DNR has acknowledged receipt of our permit application to repair the swim dock. We are now waiting for the permit before we can proceed further.



Village of Sister Bay
Sewer and Water Utilities Committee
Operations Report

Board Meeting – November 19, 2024

Private Hauler Spill at WWTP

On Monday October 28th, 2024, at 1:01 p.m. the Utilities Department Operators were notified that a hauler discharged an estimated amount of 1,000 gallons of holding tank waste onto the pavement at the Village of Sister Bay Wastewater Treatment Facility. The discharge started at 1:00 p.m. The hauler that discharged the waste left the hose unattended while discharging. The hose came out of the septage receiving hole and discharged onto the pavement. The private hauling company notified the DNR of the spill. A notice of the event was posted on the village website and will be posted on the November 8, 2024, printing of the Peninsula Pulse. Barnes completed and submitted the necessary DNR Sanitary Sewage Overflow Notification Summary Report. To avoid this occurrence in the future, haulers will be required to attend to the discharge hose from the time the valve is open until the valve is closed and the discharge is entirely complete.

Hydrant Hit and Run on Maple Drive

A pedestrian called in a hydrant that was lying in the ditch. It appears to be a hit and run. It was not reported. Barnes will be filing a police report and insurance claim. The fire department has been notified of the broken hydrant. Operators have started the repairs.

Sludge Drying

We continue to struggle with waste hauling, who will take our waste, and the impact the costs will have on our users. I have been doing as much research as time allows, but with the uncertainty in whether our septage will be accepted, where, and at what costs, I am more convinced we need to move sooner than later on addressing our sludge drying needs. I am working with an engineer on all our options and the costs.

Sports Complex Lateral

As part of the Parks Maintenance Facility project it was discovered the lift station that would serve the building was failing and we therefore had to plan for a new lateral to serve the building. The lateral will also serve the proposed ice rink/community center, and, the concession stand by the baseball field. I'm happy to report the engineering is in its final stages and I anticipate the project will be put out for bid this month.



STAFF REPORT

Date: November 19, 2024

Board/Commission: Board of Trustees

Re: Conversion of Village of Sister Bay's Checking Accounts with Nicolet Bank into new product-Municipal Plus Checking Account.

Author: Vlad Gannik, Finance Director/Treasurer

- After bringing to Krystal Thibodeau's attention (VP Treasury Management at Nicolet Bank) that all VOSB checking accounts have a significant cash balance and making way below 1% interest rate, a meeting was scheduled. At that meeting I expressed the village's concerns and needs. Subsequently, Nicolet Bank came back with an offer to convert all village checking accounts but one to a new product that they call 'Municipal Plus Checking'. The current rate on the account is 5.15%. This account is an investment option for special purpose funds (combination of money market with regular checking accounts). Nicolet Bank waived all the extra charges. (The Marina checking account was combined with one of the money market accounts to enlarge the balance, so Nicolet Bank were willing to waive all the transactions fees.) All the changes were confirmed with the Auditors.
- The only account that was not converted to Municipal Plus Checking is the VOSB General Fund account. This account is a main operating account that has too many daily activities for Municipal Plus Checking. Previously the GF account had a minimum daily operating balance of \$250,000.00. After the discussion with Krystal, and comparing to other municipalities, we decided to lower the daily operating balance of the general fund to \$50,000.00. So, \$200,000.00 will automatically be moved to the General Fund Sweep Account for a higher interest rate, which is 5.15% for now.
- Nicolet Bank also came back with better CD options, which bring them almost at the level with ADM (American Deposit Management).

Increases by Funds:

1. **VOSB General Fund** ($\$200,000.00 \times (5.15\% \text{ new interest rate} - 0.8\% \text{ old interest rate}) / 12 = \725.00 per month as long as interest rate stays 5.15%.
2. Marina-Dock Fund was combined with Dock MM-Commercial Platinum + MMA
Marina-Dock Fund ($\$449,531.43 \times (5.15\% \text{ new interest rate} - 0.8\% \text{ old interest rate}) / 12 = \1629.55 per month as long as interest rate stays 5.15%. **Dock MM-Commercial Platinum + MMA** ($\$314,481.48 \times (5.15\% \text{ new interest rate} - 2.20\% \text{ old interest rate}) / 12 = \773.10 per month as long as interest rate stays 5.15%.

3. **Sister Bay Utilities Accounts** ($\$1,141,278.11 \times (5.15\% \text{ new interest rate} - 0.8\% \text{ old interest rate}) / 12 = \4137.13 per month as long as interest rate stays 5.15%).
Village of Sister Bay Restricted Water Replacement ($\$121,554.50 \times (5.15\% \text{ new interest rate} - 2.38\% \text{ old interest rate}) / 12 = \280 per month as long as interest rate stays 5.15%).
Village of Sister Bay Sewer/Water DNR Replacement Fund ($\$293,892.7 \times (5.15\% \text{ new interest rate} - 2.40\% \text{ old interest rate}) / 12 = \673.50 per month as long as interest rate stays 5.15%).
Starting in December **Village of Sister Bay Sewer Collection Replacement Fund** ($\$55,000.00 \times (5.15\% \text{ new interest rate} - 0.3\% \text{ old interest rate}) / 12 = \222.29 per month as long as interest rate stays 5.15%).

Interest changes on CD rates were not included in this report, even though Nicolet Bank came back with better CD rates than before. Overall, the VOSB has gained substantially from the conversions on the accounts. Projected gains per month in total should be around \$8440.57. Conversions took place at the end of October; interest rates were recalculated accordingly as a result of the extra gain in interest. Starting November 1st the new interest rates are in effect.

Marina Report

1. The marina closed for outside business on October 13th, 2024. The winterization started the next day on October 14th with water shut off and draining of fixtures, restrooms, and dockside lighthouses.
2. November 14 the in- water dock winterization was completed, and all floating piers are consolidated into a few areas of the marina or removed and placed on the break walls. Barricades are set up on the walkways with caution signs. The launch ramp also closed on this date.
3. The parks crew help train Sam, the assistant manager, on placing “ice eaters” on all the steel pilings around the marina. There are 20 + pilings that are bubbled throughout winter to prevent ice from pushing them up. The parks crew has also removed the benches and picnic tables located on the break walls to prevent winter ice damage.
4. Over the last 4 seasons we have been rehabbing the floating finger piers on A dock, C dock, and D dock. This year the 10 floating finger piers on B dock will be removed and taken to an onshore facility and rebuilt. They will be replaced in the spring. The rehab extends the life of the piers by 10 to 15 years and costs less than 25% of purchasing new.
5. Sail Door County has notified the Marina that the ownership of Sail Door County will be changing. Peder Nelson is selling the business to Marley Inksetter. The marina committee reviewed those plans and approved the transfer of ownership. Marley will assume the business at the end of this year.
6. Sam Jordan completed a segment of marina manager training the first week of November. Sam is enrolled in a 3-year program to become a certified marina manager. The training is a combination of classroom and on the job training in a structured environment working with his peers.
7. David Lienau, the marina manager, received notification he has been awarded certification as a Certified Marina Operator. The award will be presented at a national conference in January. Dave completed his three-year training program last year.
8. Renewal notices have been sent to our 100 seasonal slip holders. They have until December 15th to complete the renewal contract and send a 500\$ deposit to hold the slip for next season. New transient reservations began on January 1st.
9. We continue to work on winter projects including replacing the boardwalk area located close to the commercial vendors. In addition, we plan to redeck the entire length of the C dock and, redecking of the floating pier on the south side of D dock.

AGENDA ITEM 10

Committee Reports

Click on the link below to access the committee reports for this meeting:

<https://storage.googleapis.com/juniper-media-library/57/2024/11/November%20Committee%20Reports.pdf>

AGENDA ITEM 11

Matters to be placed on a future agenda, or referred to a committee, official or employee

AGENDA ITEM 12

Executive Session:

- a. Wis. Stats §19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: purchase of 2313 Mill Rd.
- b. Wis. Stats §19.85(1)(g) conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved: Knowles-Nelson Stewardship Program Grant No. UGS3-166, public parking lot on Mill Rd.