



## PARKS, PROPERTY & STREETS COMMITTEE MEETING AGENDA

**MONDAY, MAY 5, 2025, AT 2:30 PM**

**Sister Bay Liberty Grove Fire Station – 2258 Mill Road, Large Meeting Room**

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#

For additional information visit: [www.sisterbaywi.gov](http://www.sisterbaywi.gov) and click 'Meetings'

### AGENDA

1. Call to Order & Roll Call

|   |                                              |   |                                                |
|---|----------------------------------------------|---|------------------------------------------------|
| 1 | Committee Chair – Louise Howson              | 2 | Trustee - Denise Bhirdo                        |
| 3 | Trustee – Nate Bell                          | 4 | Citizen Member - Jerry Ahrens                  |
| 5 | Citizen Member - Mike Laszkiewicz            |   | <i>Village Administrator – Julie Schmelzer</i> |
|   | <i>Department Director – Erik Linczmaier</i> |   | <i>Administrative Assistant - Vacant</i>       |

2. Approve Agenda

3. Approve April 7, 2025, Regular Monthly Meeting Minutes

4. Comments, Correspondence, and Concerns from the Public

5. Discussion/Action Items

- a. Property Lease Agreement; Friends of the Ice Rink
- b. Bid Review; Highway 57 Trail
- c. Referral from Housing Committee; Stormwater Fence
- d. Dark Sky Initiatives; State Highway Streetlights
- e. Consider Jaco Management Offer to Install Sprinklers at N Bay Shore Dr. & Mill Rd.

6. Staff Report(s)

7. Walking Tour; Waterfront Park (Possible Discussion/Action)

- i. Historic Signage
- ii. Gazebo Benches
- iii. Ebike Shed
- iv. Little Library

8. Matters to be Placed on a Future Agenda or Referred to a Committee, Official or Employee

9. Next Meeting: Regular Monthly Meeting – June 2, 2025, at 2:30 PM

10. Adjourn

### **Public Notice – PARKS, PROPERTY & STREETS COMMITTEE MEETINGS ONLY**

For questions regarding the above agenda items or to review the related files contact Julie Schmelzer, Village Administrator at [julie.schmelzer@sisterbaywi.gov](mailto:julie.schmelzer@sisterbaywi.gov).

To submit letters in support or opposition of an agenda item, email [heidi.teich@sisterbaywi.gov](mailto:heidi.teich@sisterbaywi.gov) by 4:00 p.m. the day before the meeting. Letters received after the meeting packet has been mailed will NOT be sent to committee members but will be SUMMARIZED at the meeting.

It is possible that members of or quorum 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 or by writing to the Village Administration Building, 2383 Maple Drive, PO Box 769, Sister Bay, WI 54234. Copies of reports and other supporting documentation are available for review at the Village Administration Building during operating hours (8 a.m. – 4 p.m. Mondays through Thursdays, and 8 a.m. – 12:00 p.m. Fridays).

*The Village of Sister Bay is an Equal Opportunity Provider & Employer*

POSTED DATE/SIGNATURE \_\_\_\_\_

**MINUTES FOR THE HYBRID REGULAR MONTHLY MEETING OF THE  
PARKS, PROPERTY & STREETS COMMITTEE  
SISTER BAY-LIBERTY GROVE FIRE STATION – 2258 MILL ROAD,  
MONDAY, APRIL 7, 2025  
(APPROVAL PENDING)**

**Agenda Item No. 1. Call Meeting to Order and Roll Call:**

*The April 7, 2025 hybrid regular monthly meeting of the Parks, Property & Streets Committee was called to order by Committee Chair Louise Howson at 2:30 P.M.*

**Committee Members Present:** Committee Chair Louise Howson and Committee members Denise Bhirdo, Lilly Orozco, Mike Laszkiewicz and Jerry Ahrens.

**Staff Members Present:** Village Administrator Julie Schmelzer, Parks & Streets Department Director Erik Linczmaier, Utilities Director Megan Barnes, and Administrative Assistant Janal Suppanz.

**Others Present:** Kim Erzinger, Terry Wolf, John Lijewski, Ben Fitzgerald, Kurt Harff, Ellie Soderberg-Guger, Erin Peddle, Robert Geitner, Vivian Nienow, Jessica Hatch and four other individuals.

**Agenda Item No. 2. Approval of Amended Agenda:**

Schmelzer noted that representatives of "The Friends of the Ice Rink" didn't request that discussion take place regarding the terms of a potential Property Lease Agreement for the Ice Rink until this weekend, and, therefore, the Amended Agenda wasn't posted until Saturday, April 5, 2025. Because of that fact there could be assertions that there were "issues" with respect to the posting requirements that are delineated in the Wisconsin Statutes, and, therefore, if the Committee members deem such action to be necessary it would be appropriate for a motion to be made that Agenda Item No. 5(k) – Property Lease Agreement With The Friends of the Ice Rink, be deleted. If that action is taken Agenda Item No. 5(k) would be tabled until the next meeting of the Committee.

*Schmelzer then read an e-mail that had been received from Nick Deviley aloud. In his e-mail Mr. Deviley indicates that he believes discussion regarding "The Friends of the Ice Rink's" request for a Lease should be tabled until the next meeting of the Committee as the Amended Agenda on which that item is mentioned was not posted until this past weekend. He goes on and indicates that if the "Friends" request is not postponed he sincerely hopes that Village officials don't agree to a check in any amount as the Village is already "on the hook" for most of the expense that allows the rink to operate. In conclusion Mr. Deviley states that he would like to know how many of the "Friends" making the request for a lease actually reside in and/or pay taxes to the Village.*

*Discussion took place regarding this issue, and it was eventually the consensus that the previously mentioned Lease Agreement shall not be addressed until the next meeting of the Committee.*

*Motion by Orozco, second by Ahrens that the Agenda for the April 7, 2025 meeting of the Parks, Property & Streets Committee be amended in such fashion that Agenda Item No. 5(k) is deleted, but that that Agenda item be tabled until the next meeting of the Committee. Motion carried – All ayes.*

**Agenda Item No. 3. Approval of Minutes:**

**As to the minutes for the March 3, 2025 regular monthly meeting of the Parks, Property & Streets Committee:**

*Motion by Ahrens, second by Bhirdo that the minutes for the March 3, 2025 meeting of the Parks, Property & Streets Committee be approved as presented. Motion carried – All ayes.*

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

Schmelzer indicated that she had received a letter from Cesare Fontanini, and read that document aloud. In his e-mail Mr. Fontanini expresses concerns about the multi-family development that is being proposed for the Village owned property that is near Northwoods Drive. The Committee members asked if it would be possible for them to receive a copy of Mr. Fontanini's letter, and Schmelzer indicated that she will scan that document and send the digital file to them ASAP.

Kim Erzinger stated that he is hopeful that the existing drainage issues on Maple Drive will be addressed when the engineering work is done on "The Triangle Road Repair Project". He also noted that he is concerned that 1" rock was placed along the boulevard by Mill Road as it "will not hold up".

**Agenda Item No. 5. Discussion/Action Items:****(a) Concession Building Restrooms; Review Design and Approve For Bid:**

The Architects from McMahon have completed the draft of the building and floor plans for the proposed restroom addition to be constructed at the Sports Complex, and a copy of the related plan set was included in the digital meeting packets. Schmelzer noted that the employees at McMahon have offered to help prepare engineered drawings so that the restroom project can be let for bids in as timely a fashion as possible, and have also offered to perform some construction management services. (All of that work would be performed at no extra charge, but the employees from McMahon will not be able to be on site on a routine basis to do inspections, and, instead, will stop in from time to time during the time that construction is taking place to do them.)

Discussion took place regarding this issue, and during that time Schmelzer distributed copies of an updated plan set that had been received from the employees at McMahon to each of the Committee members. During the review process Bhirdo noted that it is her understanding that the new restrooms will not be heated, and stated that she finds that fact to be very troubling. Schmelzer pointed out that there isn't funding available for such an upgrade, and also noted that there is no heat in any other portions of the concession building as it was intended to only be utilized on a seasonal basis. Lengthy discussion took place regarding this issue, and it was eventually the consensus that the employees from McMahon shall be asked to investigate the options for winterizing the new restrooms and report their findings to Schmelzer in as timely a fashion as possible.

*Motion by Orozco, second by Laszkiewicz that the Parks, Property & Streets Committee gratefully accepts the offer from the employees at McMahon & Associates to create engineered drawings and specifications for the restroom addition to the Baseball Field Concession Building at the Sports Complex, and let that project for bids in as timely a fashion as possible. Motion carried with Bhirdo opposed.*

*Motion by Orozco, second by Laszkiewicz that prior to the time that bids are actually let for the restroom addition to the Concession Building at the Sports Complex, Schmelzer shall ask the employees from McMahon to investigate the possibility of winterizing the restrooms, and, if necessary, see that a related referral is made to the Parks, Property & Streets Committee. Motion carried – All ayes.*

**(b) Mill Road Closure Request; Peninsula Century Fall Challenge Bike Ride:**

The start/finish line for the Peninsula Century Fall Challenge Bike Ride, that will be take place on Saturday, September 13, 2025, will be located in Waterfront Park, and some diagrams that depict the road closures and detours that have been suggested by Brian Fitzgerald of the Peninsula Pacers were included in the digital meeting packets. A letter from Mr. Fitzgerald was also included in the digital meeting packets, and in that document he indicates that he believes the proposed detours and temporary road closures are necessary to ensure that motorists as well as the bicyclists who participate in the ride are safe.

*Motion by Ahrens, second by Orozco that the Parks, Property & Streets Committee grants the request from Brian Fitzgerald of the Peninsula Pacers to detour Mill Road traffic for a portion of the day on Saturday, September 13, 2025 for the Peninsula Century Fall Challenge Bike Ride, and, therefore, the road closures and detours that are depicted on the diagrams that were included in the digital meeting packets will be enforced during the stated times. Motion carried – All ayes.*

**(c) Waterfront Park Concession Proposal; E-Bike Rental Proposal; Robert Geitner:**

An E-Bike Rental Concession Proposal that was received from Robert Geitner of Peninsula Kayak Company was included in the digital meeting packets. That proposal was not submitted by the deadline that had been established for submission of proposals from individuals who wished to offer concession services in Waterfront Park, but at their last meeting the Committee members had indicated that they would be interested in seeing such a proposal when Mr. Geitner, who had submitted a kayak rental proposal that was accepted, indicated that he would also be able to offer e-bike rental services.

*Schmelzer indicated that in accord with Robert's Rules of Order the Committee could make a motion to reconsider Mr. Geitner's proposal, and a motion was subsequently made by Laskiewicz, seconded by Orozco that the Parks, Property & Streets Committee will reconsider the concession proposal that was submitted by Robert Geitner at this meeting as he would also like to offer e-bike rental services in Waterfront Park. Motion carried – All ayes.*

The proposal that had been received from Mr. Geitner was included in the digital meeting packets, and the Committee members jointly reviewed that document. During the review process discussion took place regarding the setbacks that would be imposed for the storage shed that will be used to store the e-bikes, and it was eventually the consensus that if the e-bike proposal is accepted a location for that structure should be determined when the Committee members take their spring walking tour of the Village. Mr. Geitner did point out that because there is potential for the cost of the e-bikes to increase he would like to order them as soon as possible.

*Motion by Ahrens, second by Orozco that the Parks, Property & Streets Committee recommends that the Village Board accept the proposal that was submitted by Robert Geitner of Peninsula Kayak, who would also like to provide e-bike rental services in Waterfront Park, on the condition that at the end of the season proceeds of 10% of Mr. Geitner's gross bike rental proceeds must be provided to the employees in the Village Administration Office. This approval is contingent upon Schmelzer making a determination that the provisions of the Zoning Code will be satisfied with respect to placement of the storage shed for the e-bikes, and receiving confirmation from a licensed Electrician that the fashion in which Mr. Geitner would like to charge the e-bikes satisfies the provisions of the State Electrical Code. Motion carried – All ayes.*

**(d) Historic Signage Program:**

As requested the members of the Sister Bay Historical Society have begun drafting verbiage for the proposed historic signs that were discussed by the Committee members in the past, and rough drafts of

the proposed verbiage as well as historical photos to be included on the signage for The Logerquist Farm, Little Sister/Pebble Beach and the Village Hall, as well as signage that describes some of the history of the Village were included in the digital meeting packets. The Committee members jointly reviewed the drafts, and during that time Terry Wolf and John Lijewski, representatives of the Historical Society, indicated that they believe Waterfront Park and/or the waterfront area might be an excellent location for the proposed signage. It was eventually the consensus that the first step in the signage process should be to incorporate stories and photos about several different historical locations in the Village on two larger display boards. One of them could be erected near the marina and the other one could be placed near the Village's boathouse. Schmelzer indicated that she will work with the members of the Historical Society on this issue and see that related cost estimates as well as artists renderings of the proposed signage are referred to the Parks, Property & Streets Committee in as timely a fashion as possible.

**(e) Wayfinding Signage:**

In 2016 Village officials finalized a Wayfinding Signage Plan, and hyperlinks to the digital version of that plan were included in the digital meeting packets. Schmelzer noted that money had originally been included in the Village's Capital Improvement Plan to implement the Wayfinding Signage Plan, but the Finance Committee has now recommended that implementation of that plan be removed from the CIP as there are other Village projects that must take precedence. Discussion took place regarding this issue, and the Committee members concurred that no money should be allocated for the Wayfinding Signage Project at this time, but suggested that there still be reference made to the related plan in the CIP so that it does not "get forgotten".

**(f) Sports Complex Lift Station; Request To Remove; Refer For Funding Approval:**

Schmelzer noted that there is an old, non-functioning lift station near the TKH Building at the Sports Complex that is adjacent to where the sewer lateral for the new Parks/Maintenance Building will be installed. The contractor who is working on the Parks/Maintenance Building has informed the Utilities Director that he can remove the lift station now for under \$12,000.00, or, if it is removed at a later date, that work will be much more costly. In light of the circumstances staff is recommending that the old lift station be removed in as timely a fashion as possible, and is also recommending that a portion of the March, 2025 Municipal Reimbursement Funds be utilized to pay the related costs. Such actions must be approved by the Finance Committee.

*Motion by Orozco, second by Bhirdo that the Parks, Property & Streets Committee recommends that the Finance Committee authorize utilization of a portion of the Village's March, 2025 Municipal Reimbursement Funds to cover the costs related to removal of the old lift station that is near the TKH Building at the Sports Complex in as timely a fashion as possible. Motion carried – All ayes.*

**(g) Multi-Family Housing and Community Park Proposal; Northwoods and Ava Hope Court:**

The Village's Housing Committee has recommended that the Village solicit proposals from contractors who are interested in constructing affordable housing on the Village owned land that is located at the intersection of Northwoods Drive and Ava Hope Court, and a draft of the related RFP was included in the digital meeting packets.

The Committee members jointly reviewed the RFP, and during that time the Committee members agreed that the members of the Housing Committee had come up with a really great idea. Schmelzer indicated that the hope is that developers will come up with unique ideas for development of the previously mentioned property that will ensure that the housing that is created on the Village's property remains affordable for many years to come, and the Committee members requested that she see that related

1 conditions are included in the RFP.

2  
3 *It was eventually the consensus that the Request For Proposals from contractors who are interested in*  
4 *constructing affordable housing on the Village owned land that is located at the intersection of*  
5 *Northwoods Drive and Ava Hope Court that was reviewed at this meeting should be released as amended*  
6 *at this meeting. Motion carried – All ayes.*  
7

8 **(h) “Dark Sky Friendly” Streetlights:**

9 The Plan Commission is currently working on the drafting of “Dark Sky Friendly” lighting regulations, and  
10 in the course of conducting the required research Schmelzer contacted representatives of Wisconsin  
11 Public Service Corp., who indicated that they would be willing to replace all the bulbs on the streetlights  
12 that are north and south of the Village on Highway 42 as well as Highway 57 with “dark sky friendly”  
13 bulbs. That work would be done at no cost to the Village, but the officials from Wisconsin Public Service  
14 informed Schmelzer that they won’t make any lighting changes unless and until formal Village approvals  
15 have been obtained. Schmelzer also contacted officials from the Door County Highway Department  
16 regarding this issue, and they informed her that they don’t have any objections to the previously  
17 mentioned changes being made.  
18

19 *The Committee members indicated that they would like to know how many lumens the new bulbs will*  
20 *actually contain, and Schmelzer indicated that she will do the related research and see that all of that*  
21 *data is included in the digital packets for the next meeting of the Committee.*  
22

23 **(i) Winter Snow Removal Schedule:**

24 For obvious reasons during and after snow storms the Parks Department crew members always remove  
25 snow from the EMS entrance at the Fire Station first; then they plow the Post Office, and from there they  
26 proceed down the alley by Grasse’s on their way to the Administration Building. After the Administration  
27 Building is done they do snow removal at the Sister Bay-Liberty Grove Library. A staff member in the  
28 Administration Office recently approached one of the Trustees with concerns that after a recent snow  
29 storm the Administration Building wasn’t plowed out or shoveled by 8:00 A.M., when the office is  
30 supposed to be open, and the Trustee requested that this matter be referred to the Parks, Property &  
31 Streets Committee. Linczmaier indicated that he has established a prioritized winter  
32 plowing/shoveling/snow removal duty list for his crew members, and they always make an effort to see  
33 that the Administration Building is plowed before 8:00 A.M., but on the date in question the snow was  
34 very wet and heavy and it took longer than normal to do the required plowing.  
35

36 *Bhirdo stated that she believes the Administration Building should become a higher priority if necessary,*  
37 *and it was eventually the consensus that all the plowing, snow shoveling and salting should be done at*  
38 *the Administration Building before any plowing is done at the Post Office. Linczmaier indicated that he*  
39 *will see that the snow removal list is amended accordingly.*  
40

41 **(j) Parks & Streets Department Staffing:**

42 At a previous meeting the members of the Committee had discussed the possibility of not filling the  
43 vacant Parks Maintenance Technician I position, and, instead, had recommended that the current  
44 Maintenance Department employees assume the duties that would have been performed by a  
45 Maintenance Technician I, but be given a bonus, since they would be assuming more work and would  
46 have to put in more hours on the weekends. The decision was made that such an arrangement should be  
47 instituted on a trial basis, and a related recommendation was made to the Personnel Committee. In an  
48 attempt to reduce the weekend hours that would have to be worked during the winter months

1 Linczmaier did request proposals from snow removal companies, but none of the contractors who were  
 2 contacted submitted proposals. Discussion took place regarding this issue, and it was eventually the  
 3 consensus that the original plan shall be adhered to, but if issues arise another referral will be made to  
 4 the Personnel Committee.

5  
 6 There will be a vacancy in the Administration Office as Suppanz has decided to retire, and her last day of  
 7 employment with the Village will be Thursday, April 10, 2025. In the past discussion had taken place  
 8 regarding the possibility of hiring a part-time Administrative Assistant for the Parks/Maintenance  
 9 Department, but at that time Linczmaier felt such action would be premature. Since Suppanz will be  
 10 leaving the members of the Personnel Committee are working on revising the Administrative Assistant's  
 11 job description and specified duties, and Schmelzer is recommending that the individual who is hired to  
 12 replace Suppanz spend 50% of their time on general Village administrative work and 50% of their time  
 13 on Parks/Maintenance Department clerical needs, including coordinating facilities rentals and memorial  
 14 bench rentals.

15  
 16 Discussion took place regarding this issue, and it was the consensus that the 50%/50% Administrative  
 17 Assistant job duties are preferred.

18  
 19 Those were present gave Suppanz a round of applause, and she thanked everyone for the recognition.

20  
 21 **(k) Property Lease Agreement With The Friends of the Ice Rink:**

22 *In accord with the previously mentioned motion, this agenda item won't be addressed until the next*  
 23 *meeting of the Committee.*

24  
 25 **Agenda Item No. 6. Staff Reports**

26 *Linczmaier and Schmelzer's Staff Reports were included in the digital meeting packets and the Committee*  
 27 *members jointly reviewed both of those documents. During the review process Howson noted that the*  
 28 *Village's first Community Volunteer Day has been scheduled for Saturday, April 26, 2025 and will take*  
 29 *place from 8:00 A.M. to noon. At that event a concerted effort will be made to pick up trash throughout*  
 30 *the Village. Bhirdo and Orozco indicated that they will not be able to volunteer on April 26, 2025 as they*  
 31 *have to work, and suggested that in the future the Committee members consider scheduling volunteer*  
 32 *opportunities for sometime during the week or on a Sunday.*

33  
 34 *Bhirdo noted that the "Frosty the Snowman" that's normally placed in the flower beds by the Village Hall*  
 35 *"looks pretty sad", and Linczmaier was asked to see that that decoration is discarded.*

36  
 37 *Bhirdo noted that there is mention of The Brooks Act in Schmelzer's Administrator's Report, and asked*  
 38 *what that act actually requires. Schmelzer responded that The Brooks Act requires that bids for municipal*  
 39 *projects must be based on qualifications of the contractors who submitted those bids; not cost. Further,*  
 40 *D.O.T. officials must approve any and all related contracts that are entered into.*

41  
 42 *Schmelzer indicated that she has talked with representatives of the Village's engineering firm that will be*  
 43 *working on the "Triangle Project" and they are aware of the drainage issues that Mr. Erzinger referred to.*

**Agenda Item Nos. 7 and 8. Matters to be Placed on a Future Agenda or Referred to a Committee, Official or Employee:**

**Next Meeting:**

**a. Schedule Walking Tour**

**b. Regular Monthly Meeting – Monday, May 5, 2025 at 2:30 P.M.**

*The next regular monthly meeting of the Parks, Property & Streets Committee has been scheduled for 2:30 P.M. on Monday, May 5, 2025. In accord with the Committee's directives the following issues will be addressed at that meeting:*

**Discussion/Action Items:**

- **Property Lease Agreement With The Friends of the Ice Rink:**
- **Marge Grutzmacher's "Little Library" location and the appearance of that structure**
- **Establishment of a Village Tree Planting Plan**
- **Possible Locations For Historical Markers**

**The Committee members also decided that their annual spring walking tour of the Village shall be conducted as soon as the May 5, 2025 meeting has concluded.**

**Agenda Item No. 9.**

**(a) Consider a motion to convene into executive session pursuant to Wis. Stats., §19.85(1)(g) to confer with legal counsel who either orally or in writing will advise the Village Board on strategy to be adopted with respect to current or likely litigation: Broadband Contract.**

*At 4:56 P.M. a motion was made by Orozco, seconded by that the Parks, Property & Streets Committee convene into executive session pursuant to Wis. Stats., §19.85(1)(g) to confer with legal counsel who either orally or in writing will advise the Village Board on strategy to be adopted with respect to current or likely litigation: Broadband Contract.*

*A roll call vote was taken on that motion and the Committee members voted in the following fashion:*

*Bhirdo – Aye; Howson – Aye; Orozco – Aye; Ahrens – Aye; Laszkiewicz – Aye*

*Motion carried.*

**(b) Motion to reconvene into open session:**

*At 5:39 P.M. a motion was made by Orozco, seconded by Ahrens that the Parks, Property & Streets Committee reconvene into open session.*

*Another roll call vote was taken, and the Committee members again voted in the following fashion:*

*Bhirdo – Aye; Howson – Aye; Orozco – Aye; Ahrens – Aye; Laszkiewicz – Aye*

*Motion carried.*

**(c) Motion for action, if appropriate:**

*No formal action was taken, but staff members will take the actions that were recommended by the Committee during the closed session.*

1   **Agenda Item No. 10. Adjournment**

2   *At 5:44 P.M. a motion was made by Ahrens, seconded by Orozco that the April 7, 2025 meeting of the*  
3   *Parks, Property & Streets Committee be adjourned. Motion carried – All ayes.*

4

5   Respectfully submitted,

6   

7   Janal Suppanz,

8   Administrative Assistant

**STAFF REPORT****ICE RINK LEASE**

**Date:** May 5, 2025

**Board/Committee:** Parks, Property & Streets Committee

**Author:** Julie A. Schmelzer

Staff was directed to work on a land lease for the ice rink. This past month the attorney reviewed my draft, made edits, Myles reviewed it, and it is now with the attorneys again. Attached is the original draft, but we are waiting for legal edits to some items Myles had questions about, shown below.

- Should the lease auto renew?
- Should the termination clause have more detail about when a lease can be terminated?
- Should there be more specifics in the section about damage caused to the Sports Complex?

## **ICE RINK AGREEMENT**

ICE RINK AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Village of Sister Bay (the "Landowner"), and the Friends of the Ice Rink, an existing non-profit organization (the "Operator").

Landowner leases, lets and demises to Operator for a ten (10) year term, beginning on June 1, 2025, and ending on May 31, 2035, the Village of Sister Bay TKH Ice Rink located on the real estate described in Exhibit "A" hereto which is incorporated herein.

The parties to this Agreement for and in consideration of the mutual covenants contained in this Agreement agree with each other as follows:

### **SECTION 1. PAYMENT**

In consideration of the use of the property to reconstruct and maintain the ice rink thereon, the Landowner shall charge the Operator an annual sum of \$1, payable to the Village of Sister Bay within ten (10) days of the signing of this Ice Rink Agreement.

### **SECTION 2. RIGHT TO RENEW**

A renewal of this Agreement upon expiration will be by mutual consent of both parties in ten-year increments. No rent will be due for the renewal period through the end of the agreement, subject to the terms and conditions of this Agreement, and on the same terms expressed in this Agreement.

### **SECTION 3. SURRENDER AND TERMINATION**

Operator agrees that at the expiration of this Agreement or any extension thereof, Operator will surrender peaceful possession of the described property to the Landowner. Landowner reserves the right to early termination of this Agreement upon 90 days notice to Operator, provided the ice rink has been reconstructed.

### **SECTION 4. TAXES AND ASSESSMENTS**

Landowner agrees to pay all taxes and assessments for the demised premises, if any.

### **SECTION 5. CARE OF ICE RINK**

Operator agrees, at all times during the term of this Agreement, to abide by an Operational Agreement to be entered into by August 1, 2025.

### **SECTION 6. INSURANCE**

Operator shall procure and maintain insurance during the term of this Agreement as follows:

Public liability insurance naming the Landowner as an additional insured and property damage insurance, with a responsible insurance company, with limits of not less than \$500,000.00 for injury to one person, \$1,000,000.00 for injury to two or more persons in one occurrence, and \$50,000.00 for damage to property.

Such insurance (I) shall cover all risks arising directly or indirectly out of Operator's activities on or any condition of the demised premises whether or not related to an occurrence caused or contributed to by the Operator's negligence; (II) shall protect the Landowner against the claims of the Operator on account of the obligations assumed by the Operator in this Agreement; and (III) shall protect the Operator and the Landowner against claims of third persons.

Operator shall also procure and maintain worker's compensation insurance for all persons employed by Operator who work on the property that are not Village of Sister Bay employees.

Certificates evidencing such insurance shall be furnished to Landowner on an annual basis upon request by Landowner. In the event that the Operator's insurance policy is cancelled, the Landowner will be given notice within 10 days.

#### **SECTION 7. DEFAULT**

In the event Operator fails, refuses, or neglects to keep or perform any of the terms and conditions of this Agreement agreed to be kept and performed by the Operator, or the terms of the Operational Agreement between Landowner and Operator, then Landowner, at its option, may take possession of the demised premises and terminate and cancel any rights that the Operator may have under this Agreement. Said Agreement may not be terminated, however, without prior written notice to the Operator indicating the default of the Operator and allowing the Operator a reasonable period of time but not to exceed sixty (60) days to cure such default.

#### **SECTION 8. ACCESS TO PROPERTY**

Operator shall be entitled to access to the property described in Exhibit "A" hereto from the public roadways and across Village of Sister Bay Sports Complex property near same so as to provide ingress and egress to said property. Any damage caused to property used for ingress and egress shall be repaired by the Operator at the Operator's expense.

#### **SECTION 9. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated into this Agreement.

#### **SECTION 10. MODIFICATION OF AGREEMENT**

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by each party of an authorized representative

of each party.

#### **SECTION 11. NO WAIVER**

The failure of either party to this Agreement to insist on the performance of any of the terms and conditions of the Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be constructed as thereafter waiving any such terms and conditions, but such terms and conditions shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

#### **SECTION 12. BINDING EFFECT**

This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, and assigns.

#### **SECTION 13. MEDIATION**

In the event of any claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof wherein a method of resolving same is not otherwise specified herein, and, if agreement cannot be reached by the parties the parties shall first participate in non-binding mediation by a mediator mutually agreed to by the parties, or if they are unable to agree to a mediator, with a mediator selected in accordance with a conflict resolution service. The parties agree to use their best efforts to resolve any claim or dispute by conflict resolution rather than by formal arbitration proceedings.

Notwithstanding anything to the contrary herein, the Landowner, upon breach of this Agreement by the Operator, may exercise their rights of re-entry and/or repossession of the premises along with any other equitable or legal remedies available to them.

*[Signature page to follow]*

**IN WITNESS, WHEREOF**, the parties have hereunto set their hands and seals on the day first above written.

**Landowner:**

**The Village of Sister Bay**

By: \_\_\_\_\_

Nate Bell, Village President

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, the above-named Nate Bell, to me known to be the person who executed the foregoing instrument and have acknowledged the same.

State of Wisconsin }  
County of Door }

\_\_\_\_\_  
Notary Public:

My commission expires: \_\_\_\_\_

**Operator:**

**Friends of the Ice Rink**

By: \_\_\_\_\_

\_\_\_\_\_, Registered Agent

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, the above-named \_\_\_\_\_, to me known to be the person who executed the foregoing instrument and have acknowledged the same.

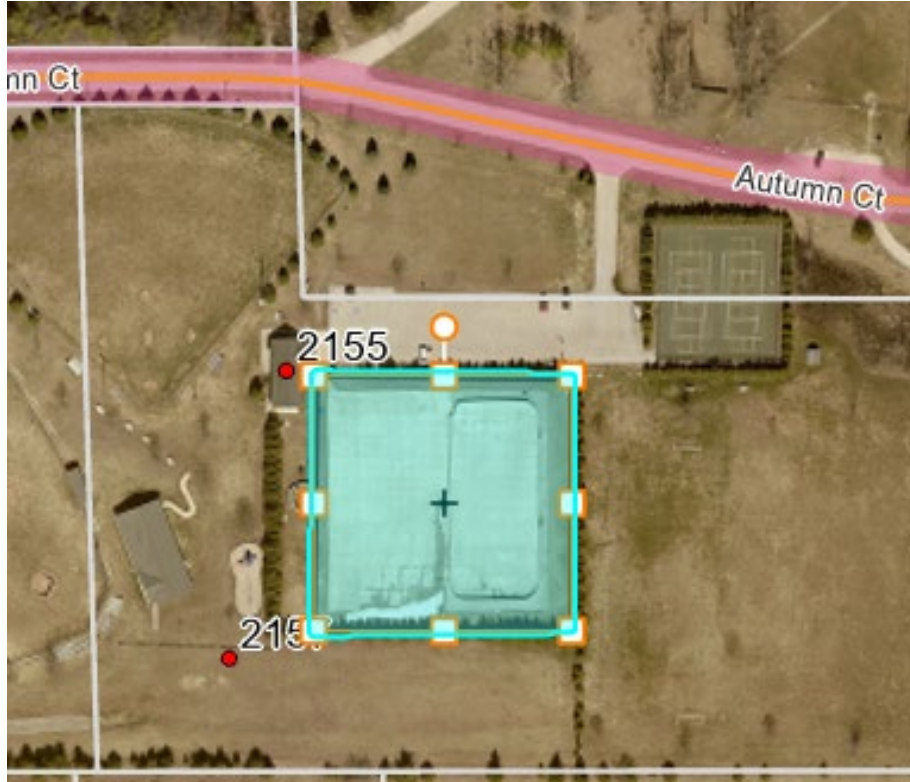
State of Wisconsin }  
County of Door }

\_\_\_\_\_  
Notary Public:

My commission expires: \_\_\_\_\_

## EXHIBIT A

*(Agreement is not to exceed those areas highlighted in blue on portions of the Village of Sister Bay Sports Complex, 2155 Autumn Court, Sister Bay, Wisconsin.  
Area is approximately 1.25 acres.)*





## STAFF REPORT

### HIGHWAY 57 TRAIL

**Date:** May 5, 2025

**Board/Committee:** Parks, Property & Streets Committee

**Author:** Julie A. Schmelzer

As you know the DOT requires a separate bid for engineering and a separate bid for construction. Attached are the bids received. Each company submitted both an engineering bid and a construction bid. We don't have to select the same firm for both, but it is advantageous for communication. For engineering, we were allowed to ask cost (because the village pays for engineering). We were not able to ask the cost of construction. Whomever we select, needs Board approval. Also, the DOT must approve the company that will be doing the construction services.

The DOT also set a schedule for us whereby construction could not be let for bid until December 2026, meaning the trail wouldn't be built until 2027. As such, ignore any timelines in the attached.

Click the link below to view the **Engineering** bids received:

<https://storage.googleapis.com/juniper-media-library/57/2025/05/Combined%20Bid%20Package%20-%20Engineering.pdf>

AECOM – pages 3 - 23

GRAEF – pages 24 - 63

MCMAHON – pages 64 - 91

ROBERT E LEE – pages 92 - 118

STANTEC – pages 119 - 129

Click the link below to view the **Construction** bids received:

<https://storage.googleapis.com/juniper-media-library/57/2025/05/Combined%20Bid%20Package%20-%20Construction.pdf>

AECOM – pages 3 - 22

GRAEF – pages 23 - 28

MCMAHON – pages 29 - 39

ROBERT E LEE – pages 40 - 57

STANTEC – pages 58 - 66



## STAFF REPORT

### FENCE AT STORMWATER POND

**Date:** May 5, 2025

**Board/Committee:** Parks, Property & Streets Committee

**Author:** Julie A. Schmelzer

The Housing Committee has requested a fence be installed around the stormwater pond off Ava Hope Court.

From the April 22, 2025, Housing Committee minutes:

*The committee also discussed the stormwater pond near the area where the village has seen a lot of multiple family development and is proposing additional multi-family development. Of concern was the large stormwater pond and how children find it interesting and visit there; there was concern over children's safety, and the reality children go along the perimeter to play and disrupt the stones which are protecting the pond. Schmelzer explained the Parks, Property & Streets Committee toured the pond area last year for purposes of considering a trail around the pond, and a fence, but after seeing the encroachment on the pond by neighbors' plantings, and limited space between the encroachments and the pond, the committee decided not to install a trail or a fence around the pond. By consensus the Housing Committee requested the Parks Committee revisit the idea, pointing out as more and more children visit the area – often times to use the Shoal's playground, and then exploring the pond – a child could get hurt.*



## STAFF REPORT

### STREETLIGHT DISCUSSION

**Date:** May 5, 2025

**Board/Committee:** Parks, Property & Streets Committee

**Author:** Julie A. Schmelzer

The committee had asked staff to find examples of what dark sky friendly streetlights would look like.

Based on my December 2024 conversation and data from WPS:

WPS replaces 250-watt high pressure sodium lights (which have 27,000 lumens) with 135 lumen LED lights, which are dark sky friendly, but considered 'high' impact for dark sky protection, but are dark sky friendly nonetheless and meet IDA (International Dark-sky Association) standards. Examples of what would be considered 'high' dark sky lighting (135 lumens) can be found at:

- Hwy 42 at Pebble Beach
- Hwy 42 and Fieldcrest

A 150-watt high pressure sodium light is 14,000 lumens. Most of our streetlights are 150-watt. A 90-lumen LED light replaces the 150-watt light and is considered a 'medium' dark sky friendly light.

Examples of 90 lumens are:

- Hwy 42 300' east of Westwood Dr.
- Hwy 42 at Church St.
- Hwy 57 at Orchard

A 'low' impact LED light, that meets IDA standards, is 45 lumens. That style light is at the intersection of Sunset and Woodcrest.

Last week WPS gave me an update on the fixtures they have/are replacing:

*By default, WPS purchases light fixtures that take dark sky compliance into consideration. In fact, all LED Low & Medium Output cobra heads (3000K) are compliant with the International Dark-Sky Association. The LED High Output cobra head (4000K) is not but is used selectively and strategically in areas that have increased safety/security needs or high traffic volume. The fixtures do not have shields but are designed to eliminate upward light.*

*In Sister Bay, 76 streetlights are maintained by WPS.*

- *As of March 24, 2025, all 65 x HPS 100W and 150W cobra heads were converted to the International Dark Sky Association compliant LED equivalent fixtures, LED Low Output and LED Medium Output cobra heads, making Sister Bay WPS maintained street lighting ~90% compliant.*
- *3 x HPS 250W cobra heads had already been replaced with the LED High Output cobra head equivalent as part of routine maintenance (when HPS light went out). Locations listed below.*

|           |                             |           |          |                                |
|-----------|-----------------------------|-----------|----------|--------------------------------|
| 3128-6R1  | 05 - SISTER BAY,VILLAGE OF  | LS-1(COS) | 05/01/19 | ON HWY 42 AT FIELD CREST RD    |
| 3128-7W66 | 105 - SISTER BAY,VILLAGE OF | LS-1(COS) | 04/16/19 | HWY 42 AT PEBBLE BEACH         |
| 3128-8W18 | 105 - SISTER BAY,VILLAGE OF | LS-1(COS) | 05/01/24 | ON HWY 57 AT SISTER BAY SCHOOL |

- *8 x HPS 250W still remain. They can be replaced with the LED equivalent fixture, LED High Output cobra head, or, 'downsized' to LED Medium Output cobra head. Sister Bay can decide how to proceed. I listed locations below.*

|            |                            |           |          |                                 |
|------------|----------------------------|-----------|----------|---------------------------------|
| 3128-5E106 | 05 - SISTER BAY,VILLAGE OF | LS-1(COS) | 05/31/90 | INT BIRCHWOOD DR & TRILLIUM LN  |
| 3128-5E108 | 05 - SISTER BAY,VILLAGE OF | LS-1(COS) | 05/31/90 | BLUEBIRD LA AND BIRCHWOOD DR    |
| 3128-5E36  | 05 - SISTER BAY,VILLAGE OF | LS-1(COS) | 05/31/90 | BIRCHWOOD DR AND HILL RD        |
| 3128-5E97  | 05 - SISTER BAY,VILLAGE OF | LS-1(COS) | 01/01/90 | PHEASANT CT AT ROBIN LANE       |
| 3128-5L80  | 05 - SISTER BAY,VILLAGE OF | LS-1(COS) | 05/31/90 | HWY 42 TOP O HILL SE SISTER BAY |
| 3128-5L90  | 05 - SISTER BAY,VILLAGE OF | LS-1(COS) | 05/31/90 | HWY 42 AT CARROLL HSE RESTRAUNT |
| 3128-8E41  | 05 - SISTER BAY,VILLAGE OF | LS-1(COS) | 05/31/90 | HWY 57 & NOR-DOR CLINIC         |
| 3128-8W19  | 05 - SISTER BAY,VILLAGE OF | LS-1(COS) | 05/31/90 | ON HWY 42 AT HIGHLAND RD        |

*In theory, removing/downsizing all HPS 250W & LED High will make Sister Bay WPS maintained streetlights 100% complaint with International Dark Sky Association, however, safety, security, pedestrian, and vehicular traffic volume should be taken into consideration.*

*Also, if people see a purple hue on these lights, they should contact WPS and they will repair the lights.*



## STAFF REPORT

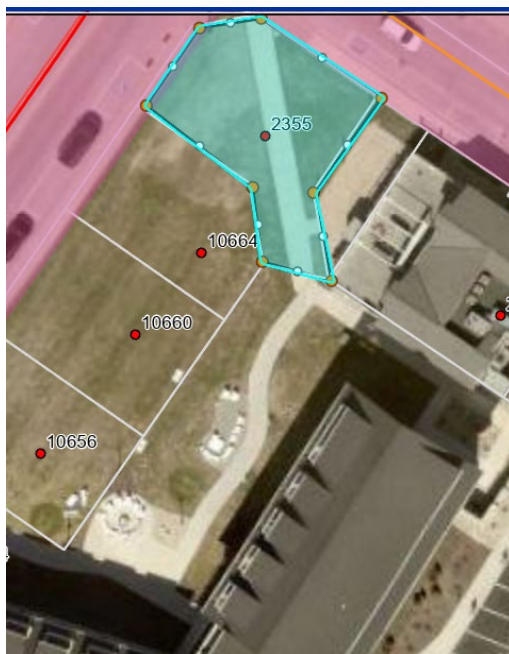
### JACO MANAGEMENT SPRINKLER OFFER

**Date:** May 5, 2025

**Board/Committee:** Parks, Property & Streets Committee

**Author:** Julie A. Schmelzer

Jaco Management will be installing sprinklers in front of the Dorr Hotel. They have asked if they could install them on village property, shown below. Erik has indicated we have no sprinkler system there at the current time. If approved, it is recommended an agreement be in place (needs Board approval) regarding maintenance, repairs, cost, etc.





## PARKS & STREETS DIRECTOR'S REPORT

**Date:** May 5, 2024

**Board/Committee:** Parks, Property & Streets Committee

**Re:** Monthly Report

**Author:** Erik Linczmaier, Director

1. Staff repainted all entry doors to the Waterfront Park bathrooms.
2. Staff have been working on getting the parks and streets cleaned and set up for the upcoming season.
3. The county come through the Village with the street sweeper.
4. The 2024 work truck has had its plow, back-up alarm, light bar and lift gate installed by Monroe trucking.
5. The blacktop walking path near the Waterfront bathrooms has been resurfaced.
6. The trash dumpster located at the Post Office has been moved to its new location. Ferrellgas has installed the new tanks and removed the old one.
7. A radon test was performed in the Village Hall for the remodeling grant the Village was hoping to receive. The Village Hall test results came back with low levels. No need for further ventilation.
8. Sewer lateral project Sports Complex Update: The installment of the sewer lateral through the sports complex has been slowed significantly by bed rock. I have been in contact with members of the Bays and Little League team. I have made them aware of what's going on and the possibility of work still being performed when their season starts up. I have been in communication with the contractor going over parking and safety. I have also added additional two porta johns down by the Bays concession for their home opener May 11, in the event the water cannot be turned back on.

## ADMINISTRATOR'S REPORT

May 2025

- **Volunteer Day/Earth Month Celebration** – As you know, as part of ‘Earth Month’, the village had a Volunteer Day and through Green Tier we distributed trees (estimated cost was under \$500). For Volunteer Day we had posters designed and printed and the Clerk hung them throughout town; SBAA was asked to help promote the event through their means; and we sent the notices to everyone on our distribution list (over 300 people). Erik had everything set up, and staff working for the event, but no one showed up.

This year’s tree giveaway apparently had a lot of leftover trees, but staff has not been able to find out where the leftovers went. We are trying to locate them to plant the extras on village property.

- **‘Triangle’ Project** – Robert E Lee sent their survey crew out the past two weeks and will now prepare a survey. From that data, they will begin road design proposals, which is expected to take all summer.
- **Village Hall Additions/Renovations** – The Board decided not to pursue the CDBG application at this time. This project is on hold until further notice (the earliest we can try for the grant again is May 2026).
- **Concession Stand Restroom Addition Winterization** – At the last meeting the Committee had asked staff to ask the architect if he could design the addition for use in winter/potential use in winter. I spoke with the architect after the meeting but the design was completed and was already scheduled for bid. It has also been submitted for state plan review. He told me the addition was designed with 2x4s to match the construction of the concession building and as a seasonal use building, but he did require the foundation be insulated in case the village ever decides to make the restrooms available for winter use. To proceed with a building that can be used year ‘round, insulation would need to be foamed in the walls and fiberglass insulation would need to be blown into the attic to meet energy code, and, a heating source added (which would require it being run through the existing concession building, or a utility closet added and run from there).
- **Broadband Update** – The Board decided to extend to Bertram’s contract and implement a phasing plan (attached). Staff has requested Bertram use shorter, brown or green ‘warning’ poles, vs. the 3’ tall orange poles. Their contractor is working

on options for consideration. Also, I have asked Bertram to send a letter to all property owners notifying them of the new installation schedule; we will be working together on that letter.

- **Road Closure Permits** – The Road Closure Permit for the Goat Parade has been secured. Janal usually handled these permits but left good instructions on applying for the permits, and SBAA provided the application form and detour map, so staff's application process was pretty simple easy this year. I am just waiting to hear from SBAA on their role in assisting the village meet the conditions of the permit.

April 14, 2025

To: Village of Sister Bay

Bertram Communications is committed to providing the Village of Sister Bay residents and businesses with fiber internet access. We understand that completing the fiber project is important to everyone.

The original estimated completion date of May 2025 is in need of being extended to May 2027 due to several factors:

- 1 Resident Sign-Ups – As of now, we have received sign-ups from 369 residents and 460 condominium addresses. Reaching this level of participation has taken significantly longer than anticipated. When we originally outlined the 18-month project timeline, it was based on the understanding that the sign-up process would be completed in advance. This would have allowed us to proceed efficiently—working down one road, then back up the other, before moving on to the next phase.
- 2 Current Construction Progress in Neighboring Projects – We are actively monitoring construction progress in nearby areas, including Bailey's Harbor. Delays on that particular project have had a direct impact on our scheduling and resource availability for your project. The WI DNR changed their permitting process and requirements mid project which caused significant delays to all of our projects as it took the DNR over 12 weeks to secure the permitting process requirements.
- 3 Weather-Related Delays – The unusually mild winter presented challenges with frost lines. Without consistent snow cover, ground conditions became less stable, leading to significant disruption to landscaping. As a result, restoration efforts in the spring would be more extensive and costly.

We appreciate your understanding and patience as we work toward the infrastructure improvement. Bertram Communications will update its website to show the progress of the fiber project and have included a Phase map, and construction timeline for the Village. We are more than willing to attend monthly update meetings upon request from the Village administrator in a timely request.

Sincerely,

Bertram Communications

Project Name: Sister Bay Timeline - Bertram Fiber

Project Start Date May/2025

| 2025 |     |     | 2025 |     |     | 2025 |     |     | 2026 |     |     | 2026 |     |     | 2026 |     |     | 2026 |     |     | 2027 |     |     | 2027 |     |     | 2027 |     |     |
|------|-----|-----|------|-----|-----|------|-----|-----|------|-----|-----|------|-----|-----|------|-----|-----|------|-----|-----|------|-----|-----|------|-----|-----|------|-----|-----|
| Q2   |     |     | Q3   |     |     | Q4   |     |     | Q1   |     |     | Q2   |     |     | Q3   |     |     | Q4   |     |     | Q1   |     |     | Q2   |     |     | Q3   |     |     |
| Apr  | May | Jun | Jul  | Aug | Sep | Oct  | Nov | Dec | Jan  | Feb | Mar | Apr  | May | Jun | Jul  | Aug | Sep | Oct  | Nov | Dec | Jan  | Feb | Mar | Apr  | May | Jun | Jul  | Aug | Sep |

| #  | Task Title                  | Start    | End      | Status | % Done |
|----|-----------------------------|----------|----------|--------|--------|
| 4  | Phase 1                     |          |          |        |        |
| 5  | Construction                | May/2025 | Jun/2025 |        |        |
| 6  | Drops/Activation of fiber   | Jul/2025 | Aug/2025 |        |        |
| 7  | Phase 2                     |          |          |        |        |
| 8  | Construction                | Aug/2025 | Oct/2025 |        |        |
| 9  | Drops/Activation of fiber   | Nov/2025 | Dec/2025 |        |        |
| 10 | Phase 3                     |          |          |        |        |
| 11 | Construction                | Oct/2025 | Dec/2025 |        |        |
| 12 | Drops/Activation of fiber   | Mar/2026 | May/2026 |        |        |
| 13 | Phase 4-5                   |          |          |        |        |
| 14 | Construction                | Mar/2026 | May/2026 |        |        |
|    | Drops/Activation of fiber - |          |          |        |        |
| 15 | Tentative Due to Moratorium | Jun/2026 | Jul/2026 |        |        |
| 16 | Phase 6                     |          |          |        |        |
| 17 | Construction                | May/2026 | Aug/2026 |        |        |
|    | Drops/Activation of fiber - |          |          |        |        |
| 18 | Tentative Due to Moratorium | Sep/2026 | Oct/2026 |        |        |
| 19 | Phase 7                     |          |          |        |        |
| 20 | Construction                | Jun/2026 | Aug/2026 |        |        |
| 21 | Drops/Activation of fiber   | Sep/2026 | Oct/2026 |        |        |
| 22 | Phase 8                     |          |          |        |        |
| 23 | Construction                | Aug/2026 | Dec/2026 |        |        |
| 24 | Drops/Activation of fiber   | Mar/2027 | May/2027 |        |        |

Phase 4-7: Moratorium Revisit December 2026 - May 2027

NOTE: Construction will begin weather dependent after the frostline is out

NOTE: Construction phase timelines can change due to unforeseen weather conditions/rock ground con

Note: Phases may be shuffled due to Moratoriums and collaboration with Village Schedules.



## STAFF REPORT

### E-BIKE SETBACKS

**Date:** May 5, 2025

**Board/Committee:** Parks, Property & Streets Committee

**Author:** Julie A. Schmelzer

The committee considered allowing E-bikes at Waterfront Park. They discussed the bike shed be located at the NW corner of the park.



Required setbacks are:

- 50' from the street
- 40' from a front lot line, edge of an easement, or edge of pavement. Although the code doesn't specify 'what pavement' it is implied it is street pavement or easement pavement.
- 50' from a side lot line.
- 50' from the ordinary high-water mark.

Other requirements:

- No pole or block buildings with smooth faced block or standing rib metal siding will be permitted in any district.
- OSHA allows extension cords only for a temporary use, defined as 90 days.