



PARKS, PROPERTY & STREETS COMMITTEE MEETING AGENDA

MONDAY, JUNE 2, 2025, AT 1:00 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 and click 'Meetings'

AGENDA

1. Call to Order & Roll Call

1	Committee Chair, Trustee – 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 - Sarah Bertges</i>

2. Approve Agenda

3. Approve Minutes: May 5, 2025, Regular Meeting and May 19, 2025, Special Meeting

4. Comments, Correspondence, and Concerns from the Public

5. Discussion/Action Items

- a. Ice Rink; Draft Lease
- b. Market Square Parking Lot; Encumbrance & Potential Solutions
- c. WPS Dark Sky Lighting Initiative; Streetlights
- d. Concession Stand Bids; Resolution to Board
- e. Post Office; Lease Renewal
- f. Recycling Day Report

6. Staff Report(s)

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

8. Next Meeting: Special Meeting/Walking Tour – June 16, 2025, at 1:00 PM

9. 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.

To submit letters in support or opposition of an agenda item, email julie.schmelzer@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 _____

PARKS, PROPERTY & STREETS COMMITTEE MINUTES
MONDAY, MAY 5, 2025
(Approval Pending)

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

The May 5, 2025 monthly meeting of the Parks, Property & Streets Committee was called to order by Committee Chair Louise Howson at 2:33 P.M.

Committee Members Present: Committee Chair Louise Howson and members Denise Bhirdo, Nate Bell, Mike Laszkiewicz and Jerry Ahrens.

Staff Members Present: Parks & Streets Department Director Erik Linczmaier and Clerk Heidi Teich

Others Present: Laurel and Kurt Harff, Myles Dannhausen, Chris Schmeltz, Erin Peddle, Ellie Soderburg-Guger, Sklyer Witalison, Hannah Burns, and Jessica Hatch

Agenda Item No. 2. Approval of Agenda

A motion was made by Bell, seconded by Ahrens that the Agenda for the March 3, 2025 meeting of the Parks, Property & Streets Committee be approved as presented. Motion carried – All ayes.

Agenda Item No. 3. Approval of Minutes

A motion was made by Bhirdo, seconded by Laszkiewicz that the minutes for the April 7, 2025 meeting of the Parks, Property & Streets Committee be approved as amended. Motion carried – All ayes.

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

Howson asked if anyone would like to comment regarding a non-agenda item. Chris Schmeltz was recognized and read a prepared statement regarding the village's receipt of Knowles-Nelson Stewardship Grant Funds and its obligation to use lands acquired with those funds for public recreation purposes. He stated that the village is currently in non-compliance concerning lands adjacent to the Dorr Hotel, and that he was given consent by the village board to contact Vierbicher to research options for the village to bring the land back into compliance. Schmeltz distributed the results of Vierbicher's work to the members for their review.

Correspondence was received for this meeting from Terry Wolf, Sister Bay Historical Society, which Howson read for the public. Wolf indicated that he was unable to attend this afternoon's meeting, but that Schmeltz was familiar with the sites they were going to propose for historical signage near the boathouse.

Howson also distributed an email from Jessica Hatch, Door County Broadband Coordinator, concerning fiber markers in the right-of-way for the members to reference as part of Agenda Item No. 6, in which the Administrator reports on the broadband infrastructure.

Agenda Item No. 5. Discussion/Action Items

a. Property Lease Agreement; Friends of the Ice Rink

The committee previously reviewed a draft of a proposed Operating Agreement between the Village of Sister Bay and "The Friends of the Sister Bay Ice Rink" for the new Sister Bay Ice Rink, which was again included in the packet for this meeting. Dannhausen explained that he had corresponded with Schmeltz over the weekend and a red-line version of the agreement prepared by the Friends' legal counsel was forwarded to the village's attorney and will be available for review at the next Parks meeting. The changes

1 addressed in the draft currently being reviewed by legal counsel states that the term of the lease is 10
2 years, a termination clause given 90 days' notice by the village of the Friends' group's failure to meet the
3 terms of the agreement, and options for remedies if the village seeks to terminate for cause before the
4 term is up. Dannhausen continued, noting that additional language was added to address damage to the
5 Sports Complex facility, as the Friends' group cannot be held responsible for all potential damage done to
6 the facility when it is not being used for skating. Also, he shared the advice of their attorney to combine
7 the lease agreement and operating agreement either in the same document, or as separate documents
8 that have the same term dates.

9
10 Each of the committee members then shared comments. Laszkiewicz requested clarification on the use
11 of the terms "property owner" versus "village property" but liked that the agreement is short and simple.

12
13 Bell spoke in favor of auto-renewal of the lease and proposed it be with 12 months of lead time.
14 Dannhausen noted that the current draft includes a six-month lead time, but he would not be opposed to
15 a change to 12 months. Laszkiewicz spoke of the need to revisit the terms of the agreement throughout
16 the lease term to ensure the village is still benefiting from it.

17
18 Ahrens felt the land lease and operating agreement were inter-dependent and could be combined. He
19 asked Dannhausen what the group can do at this point with the lease agreement as the operating
20 agreement has not yet been approved. Dannhausen explained that the land lease will allow them to start
21 talking with contractors about renovations and prefers to move quickly to get it approved so they can
22 start work this year. He was also optimistic that both agreements could be carried out at the same time.
23 Howson added that the land lease provides assurances that work being done on the rink will be
24 undertaken by the Friends group and is not the obligation of village staff.

25
26 Bhirdo asks that the lease includes the provision that the lessor will automatically provide their certificate
27 of liability of insurance annually rather than requiring the village to ask for it each year. Teich added that
28 many insurance companies already do this for other entities that interact with the village.

29
30 Ahrens asked about the use of the rink during the summer months if it is under lease and being used for
31 other activities, such as basketball or pickleball. Bhirdo echoed this fact, and everyone agreed that this
32 needs to be brought up to the attorneys to contemplate a response. One initial thought was to relinquish
33 the land back to the village in the summer season (June – October) as it would not benefit anyone to close
34 it if the Friends group is unable to manage it during the summer. Bell pointed out that whatever the
35 arrangement, it will be crucial to make sure that any summer use of the ice rink doesn't damage its
36 surface.

37
38 Howson summarized the next steps to receive a revised draft of the land lease agreement for review at
39 the June Parks, Property & Streets Committee meeting in anticipation of it being forwarded to the village
40 board in June as well. Schmelzer will also be asked for an update on the status of the Operating Agreement
41 to keep that document moving forward as well.

42 43 **b. Bid Review; Highway 57 Trail**

44 Bids were received for both engineering and construction oversight of a proposed trail along State
45 Highway 57 from AECOM, Graef, McMahon, Robert E. Lee, and Stantec. Links to all the proposed bids
46 were included in the meeting packet and the committee members jointly reviewed that information.

Howson began by stating their task to recommend a company for award the engineering and construction oversight contracts. Due to the way in which this project is being funded, through a Department of Transportation TAP Grant, the actual costs of construction are not able to be known at this time. Skyler Witalison, of Stantec Consulting Services, Inc., was present at this meeting and asked by the committee to elaborate on this. Witalison explained that this practice by the state intends to make the selection of a contractor based on quality rather than cost.

Laszkiewicz noted the dramatic difference in pricing among the bidders and inquired about the grant amount. It was noted that the village received an award of \$906,000 from the TAP Grant. The actual costs of the trail construction, and construction oversight, are reimbursable by the DOT, but the engineering costs will be the responsibility of the village. Ahrens added that money has been budgeted for this expense, as well as funds allocated for a sidewalk near the new medical center when they opted not to install the sidewalk on the east side of the highway.

Howson asked if the village was required to decide right now, knowing that construction cannot begin until 2027. Witalison was again asked for input, and he replied that the DOT sets the schedule for when the trail can be completed based on their review timelines, which could be months. He stated that there are a dozen reviews involved in this project, which could push the actual construction date out further. This does not prevent the engineering component from being completed now and available when they are ready for it.

The committee members each voiced their preferences in recommending a firm to the board. They pointed out that Stantec was the lowest bidder, and AECOM is working on a trail in neighboring Ephraim right now. Robert E. Lee has done work with the village previously, but staff has not been asked to provide feedback on how they are to work with. Everyone agreed that Graef and McMahon were priced too high. The committee discussed the option of choosing different firms for each award, which is allowable.

A motion was made by Ahrens, seconded by Laszkiewicz to recommend to the Village Board that the award for engineering of the State Highway 57 trail be granted to Stantec Consulting Services, Inc. as presented. Motion carried – all ayes.

A motion was made by Laszkiewicz, seconded by Ahrens to recommend to the Village Board that the award for the construction oversight of the State Highway 57 trail be awarded to Stantec Consulting Services, Inc. as presented. Motion carried – all ayes.

c. Referral from Housing Committee; Stormwater Fence

The Sister Bay Housing Committee has brought up a concern regarding the stormwater pond off Ava Hope Court, which is without a physical barrier between it and the public. Their concern is that it could pose a potential hazard for curious children who might play in that area. The Parks, Property & Streets Committee previously visited this area and determined that no fencing was necessary.

A brief discussion was held on what type of fencing might be appropriate for that area, but Ahrens reminded the committee that there was very little space to install a fence based on their prior visit to the area. It was suggested that if the concern came from residents at the Shoals, the management there could consider erecting a fence on their own property. If the village were to construct a fence, additional maintenance to do mowing and edging, as well as trash cleanup from debris that gets blown into it, would

1 be required of village staff.

2
3 Bell asked if there might be other ways to dissuade people from playing in the pond, such as planting tall
4 aquatic plants. It was noted that a fence could actually work to encourage bad behavior by those wanting
5 to access the pond, and signage will be ineffective.

6
7 Howson concluded the conversation by stating that they report back to the Housing Committee that the
8 Parks, Property & Streets Committee has agreed to not proceed with fencing at the retention pond,
9 however they will gauge the response of the Housing Committee and may consider additional research
10 and exploration in the future.

11 12 **d. Dark Sky Initiatives; State Highway Streetlights**

13 Schmelzer conducted some research into dark sky friendly streetlights and provided a report, which was
14 included in the meeting packets.

15
16 Bhirdo requested that this item be postponed until the members have more time to visit the sites and
17 observe the differences in lighting. The committee members all agreed. It was also requested that
18 Schmelzer update her committee report with the actual wattage in lumens, as there appears to be a
19 discrepancy in reference to those lights which are 135 lumens.

20 21 **e. Consider Jaco Management Offer to Install Sprinklers at N Bay Shore Dr & Mill Rd**

22 Jaco Management, owner of the Dorr Hotel and the property on which Chop Restaurant is located, will
23 be installing sprinklers on property it owns along North Bay Shore Dr. Chris Schmeltz, representing Jaco
24 Management, was present to ask for permission to also install sprinklers on the property owned by the
25 Village of Sister Bay at 2355 Mill Road.

26
27 Ahrens inquired about the maintenance of the sprinklers on village lands and who would be paying the
28 water costs. Schmeltz responded that he would fully cover those expenses for the period in which the
29 sprinklers are installed.

30
31 Bhirdo asked for an update on future plans to develop the properties along N Bay Shore Drive, where
32 Phase II of the Dorr Hotel project is slated to be. Schmeltz indicated that development plans are still in
33 the works, and they are simply looking to water the grass themselves rather than pay another company
34 to do it to keep it looking nice in the interim.

35
36 *A motion was made by Bhirdo, seconded by Laszkiewicz to recommend to the Village Board that a*
37 *proposal from Jaco Management to install and maintain sprinklers on the property at 2355 Mill Road*
38 *owned by the village be drafted and approved as presented. Motion carried – all ayes.*

39 40 **Agenda Item No. 6. Staff Reports**

41 Reports were provided by Parks & Streets Director Linczmaier and Village Administrator Schmelzer.
42 Neither one was in attendance to report at the time they were addressed. Bhirdo noted a typo in the
43 Parks & Streets Director's report to be corrected.

44
45 Howson updated the committee on the first home baseball game taking place this weekend, and the
46 concern about the work on the installation of the water lateral which will require the parking lot to be
47 closed for the game. Bhirdo commented on the unanticipated delays in the project to install water and

sewer at the concession stand, and the resulting added time and expense to the company completing the work.

The committee members all noted that, despite the lack of participation at their inaugural Volunteer Day event, they would like to try holding another event, possibly this year, when their schedules are more open.

Howson noted that she contacted Jessica Hatch regarding information on the broadband project provided in the Administrator's report. The orange posts used as fiber optic markers are five feet tall, not three. Hatch provided a note that there are no universal specifications in Wisconsin for those posts. Howson therefore suggested that they request the poles be reduced to less than two feet and be brown or black and white in color.

Laszkiewicz explained that these posts are permanent, used for identification, and to protect the connection points where the fiber is installed. However, as they are seeing in Baileys Harbor already, the posts are being knocked down. Bhirdo was strongly opposed to installing the posts at all and stated they have no place in Sister Bay.

Hatch was asked for input. She noted that the orange color is typically associated with utilities, and the posts contain the contact information needed of who to call if damage is done to the post or as a result of someone digging where they shouldn't. This information is beneficial as service providers change from one municipality to the next as you travel throughout the county.

It was the consensus of the committee that no such posts be installed in Sister Bay, and directed staff to contact Bertram with that request. They also noted that anyone doing digging of any kind should be contacting Digger's Hotline.

Linczmaier rejoined the meeting at 4:12 PM and was able to confirm that there will be no water for the baseball game this weekend, although they were able to turn it on temporarily to roll the fields. He noted that additional damage was done to the existing sidewalk and a bench pad in order to run the excavator for the lateral installation. As a precautionary measure during this weekend's game, the parking lot at the sports complex will be closed to prevent the possibility of accidents by individuals walking to the ball field.

Agenda Item No. 7. Walking Tour; Waterfront Park (Possible Action/Discussion)

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

It was the consensus of the committee that this agenda item be postponed until such time as Schmelzer can be present. A special meeting to conduct the walking tour only will be scheduled in the next couple of weeks.

Agenda Item. No. 8. Matters to be Placed on a Future Agenda or Referred to a Committee, Official or Employee:

It was the consensus of the committee that the following items be addressed at a future meeting of the

1 Parks, Property & Streets Committee:

- 2 • Final review of a land lease between the Village of Sister Bay and Friends of the Ice Rink group
- 3 • Review of the Operating Agreement between the Village of Sister Bay and Friends of the Ice Rink
- 4 group
- 5 • Dark Sky Initiatives discussion
- 6 • Walking tour of Waterfront Park
- 7

8 Additionally, a proposal from Jaco Management to install sprinklers on property owned by the village at
9 2335 Mill Road shall be brought before the village board.

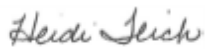
10
11 **Agenda Item No. 9. Next Meeting**

12 The next meeting of the Parks, Property & Streets Committee has been scheduled for **1:30 P.M.** on
13 Monday, June 2, 2025.

14
15 **Agenda Item No. 10. Adjourn**

16 *At 4:22 P.M. a motion was made by Laszkiewicz, seconded by Ahrens that the May 5, 2025 meeting of the*
17 *Parks, Property & Streets Committee be adjourned. Motion carried – All ayes.*

18
19 Respectfully submitted,



20 Heidi Teich, Village Clerk

PARKS, PROPERTY & STREETS COMMITTEE MINUTES

MAY 19, 2025

(Approval Pending)

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

The May 19, 2025 special 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 members Denise Bhirdo, Nate Bell, and Jerry Ahrens. Mike Laszkiewicz was absent.

Staff Members Present: Village Administrator Julie Schmelzer, Parks & Streets Director Erik Linczmaier and Clerk Heidi Teich

Others Present: Kurt Harff

Agenda Item No. 2. Approval of Agenda

A motion was made by Bhirdo, seconded by Bell that the Agenda for the May 19, 2025 meeting of the Parks, Property & Streets Committee be approved as presented. Motion carried – All ayes.

Agenda Item No. 3. Discussion/Action Items

a) STH 57 Trail Concerns

The Parks, Property & Streets Committee met on May 5, 2025 to choose and recommend companies for Engineering and Construction Oversight of the proposed State Highway 57 Trail. At that meeting, Stantec Consulting Services was selected, and an applicable recommendation to approve is scheduled to be discussed at the upcoming Village Board meeting on May 20, 2025. In the interim, it was discovered that Stantec Consulting is not eligible to be approved as the Construction Oversight firm, as they were the ones who submitted the application to the Department of Transportation (DOT) for grant funding for the trail.

A motion was made by Bell, seconded by Howson to reconsider the motion made at the May 5, 2025 meeting of the Parks, Property & Streets Committee regarding the choice of an Engineering Firm for the State Highway 57 trail construction. Motion carried – all ayes.

After a brief discussion in which the members reviewed the bids for engineering services and spoke of the advantages of having the same company handle both components of the construction, the committee settled on Robert E. Lee for their choice of both engineering and construction services.

A motion was made by Bhirdo, seconded by Ahrens to recommend to the Village Board of Trustees the award of bid for the engineering component of the State Highway 57 trail to Robert E. Lee & Associates. Motion carried – all ayes.

A motion was made by Howson, seconded by Bell to recommend to the Village Board of Trustees the award of bid for the construction component of the State Highway 57 trail to Robert E. Lee & Associates. Motion carried – all ayes.

Agenda Item. No. 4. Matters to be Placed on a Future Agenda or Referred to a Committee, Official or Employee:

1 It was the consensus of the committee that the following items be addressed at a future meeting of the
2 Parks, Property & Streets Committee:

- 3 • A referral will be made to the Village Board of Trustees to award the engineering and
4 construction bids for the State Highway 57 trail to Robert E. Lee and Associates

5
6 **Agenda Item No. 9. Next Meeting**

7 The next meeting of the Parks, Property & Streets Committee has been scheduled for **1:00 P.M.** on
8 Monday, June 2, 2025.

9
10 A special meeting of the Parks, Property & Streets Committee will take place on Monday, June 16, 2025
11 at 1:00 PM to conduct a walking tour of the Waterfront Park. The meeting will be called to order at the
12 gazebo and proceed from there.

13
14 **Agenda Item No. 10. Adjourn**

15 *At 2:42 P.M. a motion was made by Bhirdo, seconded by Ahrens to adjourn the May 19, 2025 meeting of*
16 *the Parks, Property & Streets Committee. Motion carried – All ayes.*

17
18 Respectfully submitted,



19 Heidi Teich, Village Clerk

**STAFF REPORT****Ice Rink Land Lease**

Date: June 2, 2025

Board/Committee: Parks, Property & Streets Committee

Author: Julie A. Schmelzer

Attached is the proposed land lease incorporating the items requested by the Friends Group, their attorney, and the committee. If acceptable, this draft lease will be forwarded to the Board for adoption.

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 Sister Bay Ice Rink, Inc., a Wisconsin non-stock non-profit corporation (the "Operator").

Landowner grants a lease to Operator for a ten (10) year term, beginning on July 1, 2025, and ending on June 30, 2035, for the right to erect, and operate the Village of Sister Bay Teresa K Hilander Ice Rink located on the real estate described in Exhibit "A" hereto which is incorporated herein (the "Property").

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 an 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

This Agreement shall automatically renew for a subsequent ten (10) year period so long as Operator is in good standing hereunder, unless either party gives notice to the other of their intent to not renew at least six (6) months prior to the end of the current term. In the event such notice is given by Landowner, and Operator desires to nevertheless continue with the Agreement, the parties agree to engage in good faith negotiations to find an alternative location for the ice rink or to otherwise address the Landowner's concerns. Any renewal will be on the same terms and conditions as set forth herein, unless otherwise agreed in writing.

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 in the event Operator fails to erect and operate the ice rink at any time during the period December – February immediately preceding the notice of termination. Operator or Landowner may otherwise terminate this Agreement by providing Landowner no less than six (6) months advance notice of termination.

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 mutually agreed upon and entered into by September 1, 2025. Failure to enter into such an agreement or the termination of such agreement shall render this Lease void.

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 and the ice rink users shall be entitled to access to the Property from the public roadways and across Village of Sister Bay Sports Complex property adjoining the Property so as to provide ingress and egress to the Property. Any damage caused to adjoining property used for

ingress and egress attributable to Operator's acts or omissions 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: _____
Print Name: _____
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

Marketplace Parking – Knowles Nelson Grant

Date: June 2, 2025

Board/Committee: Parks, Property & Streets Committee

Author: Julie A. Schmelzer

In 2011 we received a \$1.4 million Knowles-Nelson Stewardship grant to acquire land for Waterfront Park.

In 2015 we entered an agreement with the DNR to amend the 2011 award. We agreed to reduce the size of Waterfront Park to create some parking along the highway, near the park, and the size of the park was subsequently decreased by 0.063 acres.

The remainder of Waterfront Park remained encumbered by the grant requirements. The 'lost' land (that went for parking along the highway) was replaced with 0.6 acres of land off Mill Road called the Marketplace Parking Lot. The Marketplace lot in turn also became encumbered by the grant restrictions – basically, the parking lot had to remain open to the public.

Aside from this, when the village approved the Development Agreement for The Dorr hotel, we agreed to give The Dorr exclusive use of a portion of the lot. Per the DNR, that was not allowed because the lot was to remain open to the public. We now stand in violation of the grant restrictions/agreement.

To rectify the situation we either had to tell The Dorr they did not have exclusive rights to the parking stalls, which would have then violate our agreement with The Dorr, or, we had to find a new parking lot of equal value to replace the stalls we lost to The Dorr. We looked, as did Chris from The Dorr, but no land was available. The third option to be in compliance with the grant is to pay the DNR back the value of the land lost to The Dorr for parking.

The DNR has now agreed that we could replace the lost stalls on property we own where the current Parks Maintenance Building is located. However, to do so, the land and anticipated parking would have to be of equal or greater value to the stalls we are losing in the Marketplace lot. To proceed we would have to have the stalls lost at Marketplace appraised, and then have the land at the Parks Maintenance Building appraised, and a bid for a parking lot. If the site of the Parks Maintenance Building and parking lot bid exceed the value of the stalls lost, we could begin the legal process of removing the encumbrance on the stalls we gave The Dorr.

At your May 5 meeting Chris from The Dorr presented a plan to you. That plan does not meet code requirements so we would need to develop our own plan.

Per our 2007 agreement with the Library Board, we are to provide the Library 37 stalls. Of the stalls on the Marketplace lot, 22 are restricted to The Dorr, meaning we have to create 22 stalls at the Parks Maintenance Building site, if inclined to use that site to correct the grant violation.

Do we want to have a parking lot designed and bid? Do we want to have a portion of the Marketplace lot appraised, and the Parks Maintenance Building site appraised? If not, how do we propose to resolve the grant violation?

Do we want a bid to convert the entire Parks Maintenance Building site to public parking?

Below is a photo of the land we own at the Marketplace lot, as well as the land at the Parks Maintenance Building site. The land owned for the Library also appears in the below photo.





STAFF REPORT

STREETLIGHT DISCUSSION

Date: June 2, 2025

Board/Committee: Parks, Property & Streets Committee

Author: Julie A. Schmelzer

Last month I shared research I had conducted into dark sky friendly streetlights and the progress WPS has made in changing the streetlights over to dark sky approved lighting. In that report I shared information from WPS, which the committee requested I convert to lumens. The updated information from WPS is below, in lumens, as requested. (For more information, please see last month's report where the conversion was explained and the list of where the various types of lighting could be found throughout the village.)

WPS is waiting for guidance on how to proceed with 8 of the 250 watt fixtures, as described below. Do we want them to be high output (135 lumens LED), or medium output (90 lumens LED)?

From WPS (lumens explanation in red):

In Sister Bay, 76 streetlights are maintained by WPS.

- *As of March 24, 2025, all 65 x HPS 100W and 150W (14,000 lumens) cobra heads were converted to the International Dark Sky Association compliant LED equivalent fixtures, LED Low Output (45 lumen LED) and LED Medium Output (90 lumen LED) cobra heads, making Sister Bay WPS maintained street lighting ~90% compliant.*
- *3 x HPS 250W (27,000 lumens) cobra heads had already been replaced with the LED High Output (135 lumens LED) 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
• <i>8 x HPS 250W (27,000 lumens) still remain. They can be replaced with the LED equivalent fixture LED High Output (135 lumens LED) cobra head, or, 'downsized' to LED Medium Output (90 lumen LED) cobra head. Sister Bay can decide how to proceed. I listed locations below.</i>				
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 (27,000 lumens) & LED High (135 lumens LED) 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.

In conclusion, do we want the 8 fixtures to be similar to those at the intersection of Hwy 42 and Pebble Beach or Hwy 42 and Fieldcrest (both considered high output), or, do we want them to be similar to the medium output ones at: Hwy 42 - 300' east of Westwood Dr.; Hwy 42 at Church St.; Hwy 57 at Orchard?



STAFF REPORT

Concession Stand Bids

Date: June 2, 2025

Board/Committee: Parks, Property & Streets Committee

Author: Julie A. Schmelzer

Our budget to build the restroom addition to the concession stand was \$75,000. We put the project out to bid, and all bids exceeded our budget. Bids were as follows:

CONTRACTOR:	RJM Construction LLC	Alliance Construction and Design	Milbach Construction Services, Co.
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Base Bid	\$193,900	\$195,964	\$217,600
Addenda Acknowledgement A, B, C	YES	YES	YES

Per state law, we have to accept the lowest bid (unless there was something wrong with the bid). However, there is an exception: Wis. Stats. 62.15(5) allows us to reject all bids if the Board agrees, by Resolution, with at least a 2/3 vote. Stats also allow us to then complete the work ourselves – we can hire subcontractors (we’d solicit bids from local contractors).

Do we want to refer a resolution to the Board? Do we want to proceed in building it ourselves (with a local contractor)?

**STAFF REPORT****POST OFFICE LEASE**

Date: June 2, 2025

Board/Committee: Parks, Property & Streets Committee

Author: Julie A. Schmelzer

The leasing agent for the post office contacted me to see if we were ready to discuss a lease. Terms would be:

- Term: 5 Years
- Misc: All current lease terms regarding utilities, parking, etc. remain in place (see attached)
- Rent: Annual - \$20,565 (\$1713.75/mo., or 80 cents per square foot)// Term total - \$102,825 // Commission – 4% // Amount Due Broker at Lease Signing - \$4,113 (I objected to this and reached out to the gentleman that helped us this past winter – he said this is now standard and most people roll that added commission into the rent cost).

The lease can't exceed \$25,000. Should it be increased to \$25,000 to cover the leasing agent's commission that we now must pay? The lease plus commission equals \$24,678.



Lease (Not to Exceed \$25K)

SISTER BAY - MAIN OFFICE (567630-001)
10685 N BAY SHORE DR, SISTER BAY, WI 54234-9595



Lease (Not to Exceed \$25K)

Single-Tenant

Facility Name/Location
SISTER BAY - MAIN OFFICE (567630-001)
10685 N BAY SHORE DR, SISTER BAY, WI 54234-9595

County: Door
Lease: Q90000848511

This Lease, by and between VILLAGE OF SISTER BAY, ("**Landlord**") and the United States Postal Service ("**USPS**" or "**Postal Service**"), is made as of the Effective Date. The "**Effective Date**" is the date the Postal Service executes this Lease.

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. PREMISES: Landlord hereby leases to the Postal Service and the Postal Service leases from Landlord, the following premises (the "**Premises**") consisting of the entire building having a street address of 10685 N BAY SHORE DR, SISTER BAY, WI 54234-9595 (the "**Building**") situated upon the real property with an Assessor's Parcel Number of 1810005312841P3. The Premises is located on the property described in Exhibit A attached hereto and incorporated herein (the "**Property**"). The Premises consists of approximately 2,144 square feet of net interior space and 8,114 square feet of exterior space consisting of platform, ramp, reserved parking and maneuvering, access areas, driveways and drive aisles and sidewalks. The reserved parking area, if any, is shown on Exhibit B attached hereto and incorporated herein. The Premises Area is shown on Exhibit C attached hereto and incorporated herein.

If the Premises is only a portion of the Property, then the Postal Service shall have the non-exclusive right in common with other tenants, if any, of the Building to use any and all stairways, halls, toilets and sanitary facilities, and all other general common facilities in the Building as well as appurtenances and easements benefiting the Premises and the Property, and all common sidewalks, driveways, drive lanes, entrances, exits, access lanes, roadways, service areas, parking and other common areas, wherever located in or on the Property, which the Postal Service deems necessary or appropriate to support its intended use of the Premises and to exercise its rights under this Lease. Landlord shall not make any changes to the size, location, nature, use or place any installations upon, the common areas immediately adjacent to the Premises, including, without limitation the sidewalks and parking areas, which impair the accessibility to or visibility of or ease of use of the Premises by the Postal Service and/or its customers, as reasonably determined by the Postal Service.

The Landlord has supplied the following systems and equipment:

1. Heating System
2. Air Conditioning System
3. Electrical Distribution System
4. Light Fixtures
5. Water Distribution System including hot water supply
6. Sewer or Septic System

The maintenance of these items is governed by the Maintenance Rider Landlord Responsibility attached to this Lease (the "Maintenance Rider").

2. TERM: The Lease shall be effective as of the Effective Date but the term of this Lease and the obligations of the Postal Service, including the payment of any charges or rent under this Lease, shall be for a period of 5 years commencing on March 01, 2026 ("**Commencement Date**") and ending on February 28, 2031, unless sooner terminated or extended as provided herein. If this Lease is extended, then such extended period shall also be referred to herein as the "**term**."



Lease (Not to Exceed \$25K)

Single-Tenant

Facility Name/Location
SISTER BAY - MAIN OFFICE (567630-001)
10685 N BAY SHORE DR, SISTER BAY, WI 54234-9595

County: Door
Lease: Q90000848511

3. RENT: The Postal Service will pay Landlord an annual rent of: \$20,565.00 ("**Rent**"), payable in equal installments at the end of each calendar month during the term. Rent for a part of a month will be prorated according to the number of days of the month occurring during term.

Rent shall be paid to:
VILLAGE OF SISTER BAY
P O BOX 769
SISTER BAY, WI 54234-0769

4. RENEWAL OPTIONS: The Postal Service shall have the right to the following renewal options:

Period		Annual Rent
03/01/2031	02/29/2036	\$21,593.00
03/01/2036	02/28/2041	\$22,673.00

provided that the Postal Service send notice of exercise of each such renewal option is sent in writing, to the Landlord at least 0 days before the end of the initial Lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

5. OTHER PROVISIONS: When used herein the term "lease" or "Lease" includes all of the following additional provisions, modifications, riders, layouts, and/or forms which were agreed upon prior to execution and made a part of this Lease.

- General Conditions to USPS Lease
- Exhibit A (Legal Description of Property)
- Exhibit B (Parking Area)
- Exhibit C (Premises Area)
- Utilities and Services Rider
- Maintenance Rider Landlord Responsibility

6. TERMINATION: There shall be no early termination rights, except as otherwise provided in this Lease.

7. CONFLICT OF INTEREST. To avoid actual or apparent conflicts of interest, the Postal Service requires the certification set forth on the signature page from Landlord. The Postal Service will be relying on the accuracy of the statements made by you in this certification. If Landlord's certifications below are false, or Landlord breaches the certification and fails to notify the Postal Service Contracting Officer as provided below, then the Postal Service may exercise any or all of the following remedies: (i) withhold Rent and all other payments and reimbursements



Lease (Not to Exceed \$25K)
Single-Tenant

Facility Name/Location SISTER BAY - MAIN OFFICE (567630-001) 10685 N BAY SHORE DR, SISTER BAY, WI 54234-9595	County: Door Lease: Q90000848511
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due or to become due under this Lease until Landlord remedies the misrepresentation or the Postal Service waives such conflict of interest, (ii) terminate the Lease on a date set forth in the notice to Landlord without penalty, or (iii) exercise any other remedy it may have for damages or injunctive relief.

[Conflict of Interest/Signature Page Follows]



Conflict of Interest/Signature Page

Facility Name/Location
SISTER BAY - MAIN OFFICE (567630-001)
10685 N BAY SHORE DR, SISTER BAY, WI 54234-9595

County: Door
Lease: Q90000848511

CONFLICT OF INTEREST CERTIFICATION BY LANDLORD

LANDLORD: Please check all that apply in item A below and complete item B below if necessary.

The undersigned certifies to the Postal Service as follows:

A. (Check all that apply) Landlord is:

- (i) ☐ A Postal Service employee or a business organization owned or controlled by a Postal Service employee;
- (ii) ☐ The spouse of a Postal Service employee or a business organization owned or controlled by a spouse of a Postal Service employee;
- (iii) ☐ A family member of a Postal Service employee or a business organization owned or controlled by a family member of a Postal Service employee;
(Relationship) _____
- (iv) ☐ An individual residing in the same household as a Postal Service employee or a business organization owned or controlled by an individual residing in the same house as a Postal Service employee;
- (v) ☐ None of the above.

B. If you checked any of A (i) through (iv) above complete as applicable:

- (i) Postal Service Employee:
(Name) _____ (Title) _____ (Location) _____
- (ii) Spouse who works for the Postal Service:
(Name) _____ (Title) _____ (Location) _____
- (iii) Family member who works for the Postal Service:
(Name) _____ (Title) _____ (Location) _____
- (iv) Household Member who works for the Postal Service:
(Name) _____ (Title) _____ (Location) _____

C. If you have checked "none of the above" and during the lease term or any renewal term, you do fall into any of the categories listed in A (i) through (iv) above, you must notify the Postal Service's Contracting Officer in writing within 30 days of the date you fall into any of the categories and shall include an explanation of which of the above categories now applies.

The person signing this Lease certifies under penalty of perjury that he/she/they has full power and authority to bind the Landlord named below.

LANDLORD NAME: VILLAGE OF SISTER BAY

Signature: _____

Print Name: _____

Title: _____

Date: _____

Telephone No: _____

Email Address: _____

(Official notices under the Lease are delivered pursuant to Section 10(n) of the General Conditions to USPS Lease)

POSTAL SERVICE:

Signature: _____

Print Name: JAMIE KATERBERG

Title: Contracting Officer

Date: _____



Exhibits

Facility Name/Location
 SISTER BAY - MAIN OFFICE (567630-001)
 10685 N BAY SHORE DR, SISTER BAY, WI 54234-9595

County: Door
 Lease: Q90000848511

Exhibit A

[Legal Description of Property]

All that certain plot of land situated in the Village of Sister Bay, County of Door, State of Wisconsin, being more particularly described as follows: That portion of Government Lot 3, Section 5, T31N, R27E, Village of Sister Bay, Door County, Wisconsin, described as follows: Commencing at the NE corner of Lot 2, Block 2, Village of Sister Bay Assessor's Plat No. 1, thence N 34 degrees 32' E 10.0 feet to the place of beginning; thence continue N 34 degrees 32' E 86.5 feet, thence N 55 degrees 28' W 93.0 feet, thence S 43 degrees 32' W 88.0 feet, thence S 56 degrees 23' E 93.0 feet to the place of beginning containing 8,114 square feet. The northeasterly 22.5 feet of this tract is subject to a driveway for access to and from a public parking lot, together with improvements thereon: A one story concrete and wood building providing approximately 2,144 net interior square feet, a mailing platform (8' x 10') providing approximately 80 square feet, a joint use driveway (15' x 70') providing approximately 1,050 square feet and a parking and maneuvering area providing approximately 2,916 square feet, all with a street address of: 621 N Bay Shore Drive, Sister Bay, Wisconsin 54234-9998





Exhibits

Facility Name/Location
SISTER BAY - MAIN OFFICE (567630-001)
10685 N BAY SHORE DR, SISTER BAY, WI 54234-9595

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Exhibit B

Parking Area
(If Applicable)



Exhibits

Facility Name/Location
SISTER BAY - MAIN OFFICE (567630-001)
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County: Door
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Exhibit C

Premises Area

Lease Defined Space Measurements	Sq ft
Rentable SF:	2,144
Total USPS Leased SF:	2,144
Total Property Site SF:	8,114
Exterior, Platform and Ramp:	80
Exterior Parking, USPS:	2,916
Driveway:	1,050
Other:	1,924

Area Comments



General Conditions to USPS Lease

Facility Name/Location
SISTER BAY - MAIN OFFICE (567630-001)
10685 N BAY SHORE DR, SISTER BAY, WI 54234-9595

County: Door
Lease: Q90000848511

1. APPLICABLE CODES AND ORDINANCES

The Landlord shall comply with all codes and ordinances applicable to the ownership and operation of the Building and Property without regard to the Postal Service tenancy. The Postal Service agrees to comply with all applicable codes and ordinances to the operations of the Postal Service at the Premises, to the extent enforceable against the Postal Service. Nothing herein shall be construed as a waiver of the Postal Service's sovereign immunity.

2. LANDLORD'S INTEREST

a. Landlord represents and warrants to the Postal Service that as of the Effective Date, (i) Landlord owns the Building and the Property; (ii) there are no encumbrances, liens, agreements, or covenants in effect that would materially interfere with the Postal Service's ability to operate, or materially impair the Postal Service's rights or materially increase the Postal Service's obligations under this Lease; and (iii) Landlord is unaware of any existing or impending condemnation plans, proposed special assessments or other adverse physical conditions relating to the Property (provided that if the Premises has been previously occupied by the Postal Service, then Landlord's representation regarding adverse physical conditions is limited to conditions that Landlord is responsible for under this Lease).

b. If this Lease provides for payments aggregating \$10,000 or more to Landlord, claims for monies due or to become due from the Postal Service this Lease may be assigned by Landlord to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party at a time, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this Lease. No assignment or reassignment by Landlord will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment and other reasonable documentation, including without limitation, a W-9, is filed with:

1. the Postal Service's Contracting Officer; and
2. the surety or sureties, if any, upon any bond.

c. Assignment by Landlord of this Lease or any interest in this Lease other than in accordance with the provisions of this clause will be grounds for termination of this Lease by the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the Premises by Landlord, provided that:

1. such transfer is subject to this Lease;
2. a copy of the recorded deed or other official transfer instrument evidencing the transfer is provided to the Postal Service; and
3. Landlord shall cause its assignee or transferee to assume the provisions of this Lease in a writing that is delivered to the Postal Service along with a notice of the transfer. These should be delivered to the Postal Service within 15 days of the date of the transfer or assignment. In addition, both the original Landlord and the new landlord must execute the standard *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form within 15 days after receipt of such form from the Postal Service. In addition



General Conditions to USPS Lease

Facility Name/Location
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the new landlord shall provide a Federal W-9 form. Until the Postal Service has the required forms, the Postal Service will continue to pay rent and give all notices to Landlord and not the new landlord. Provided Landlord's successor or assignee expressly assumes Landlord's duties and covenants under this Lease, Landlord shall be released from all liability toward the Postal Service arising from any act, occurrence or omission of Landlord's successor or assign occurring after the transfer of Landlord's interest in this Lease. However, Landlord will not be relieved of liability for its acts, omissions or obligations occurring or accruing up to and including the date of such transfer, and the Postal Service can pursue its remedies for default against either the Landlord or the new landlord.

3. ASSIGNMENT/SUBLEASE BY THE POSTAL SERVICE

The Postal Service may sublet all or any part of the Premises or assign this Lease only with the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned, or delayed, but the Postal Service shall not be relieved from any obligation under this Lease by reason of any subletting or assignment. If Landlord fails to respond in writing to a written request to sublease or assign from the Postal Service within thirty days after receipt by Landlord of the Postal Service's written request, Landlord shall be deemed to have consented to such sublease or assignment, as applicable.

4. ALTERATIONS AND RESTORATION

a. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures and install flags and flagpoles or signs in or upon the Premises or install flags and flagpoles and collection boxes in the common areas (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the Property); which fixtures, additions, structures, flags or signs so placed in, upon or attached to the Premises or common areas shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service at any time and from time to time, including, without limitation, at the end of the term or any renewal term, subject to the provisions of Section 4b below.

b. Upon expiration or termination of this Lease, the Postal Service shall remove its personal property and restore the Premises to a "broom clean" condition with any systems and structures for which the Postal Service is responsible (under the Maintenance Rider attached to this Lease) in working order. The Postal Service is not responsible to restore any condition due to reasonable and ordinary wear and tear, damages by the elements, or by circumstances over which the Postal Service has no control. The Postal Service at its sole option may, prior to the expiration or termination of the Lease, remove any or all of the alterations or improvements or elect to abandon the alterations or improvements in or on the Premises. If the Postal Service elects to abandon, the abandoned alterations and improvements shall become the property of the Landlord and the Postal Service shall be relieved of any liability in connection therewith; provided, however, if following expiration of the Lease the Postal Service enters into a new lease agreement with Landlord to remain in the Premises, the Postal Service shall have continued responsibility for maintenance of such alterations or improvements which were installed by the Postal Service during the term of this Lease (and not by Landlord) in accordance with the Maintenance Rider attached to this Lease.

5. [INTENTIONALLY BLANK]

6. [INTENTIONALLY BLANK]

7. HAZARDOUS/TOXIC CONDITIONS CLAUSE



General Conditions to USPS Lease

Facility Name/Location
SISTER BAY - MAIN OFFICE (567630-001)
10685 N BAY SHORE DR, SISTER BAY, WI 54234-9595

County: Door
Lease: Q90000848511

a. Definitions. As used in this Lease, the following terms have the following meanings:

"Environmental Laws" mean all federal, state or local statutes, laws, ordinances, rules or regulations, relating to protection of human health or the environment, including but not limited to (i) all laws relating to the release of Hazardous Materials into the air, surface water, groundwater or land, or relating to the reporting, investigation or remediation of, licensing, manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; (ii) all laws pertaining to the protection of the health and safety of employees.

"Hazardous Materials" mean (i) any toxic substance or hazardous waste, substance or related material, or any pollutant or contaminant that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any and all Environmental Laws; (ii) petroleum, radon gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent; and (iii) any substance, gas material or chemical that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any Environmental Laws.

"Environmental Contamination" means the presence of any Hazardous Materials which includes the presence of friable asbestos materials at any level, in, on, or under the Property, the Premises, common areas or the Building, at levels that require reporting to the enforcing environmental regulatory agency and/or environmental response action (s) under applicable Environmental Laws.

"Asbestos-Containing Material" (ACM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACM that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

b. Landlord Certification. By execution of this Lease, the Landlord certifies that, to the best of its knowledge and excluding any written disclosures made to the Postal Service: (i) the Property and premises are free of Environmental Contamination; (ii) there are no undisclosed underground storage tanks or associated piping on, in, or under the premises or Property; (iii) there are no ACMs, radon, lead-based paint, or lead piping or solder in drinking water systems, or in or on the Property; and (iv) Landlord has not received, nor is Landlord aware of, any notification or other communication from any party concerning any environmental condition, or violation or potential violation of any Environmental Law, regarding the Property or its vicinity. If the Landlord becomes aware of any such conditions, potential conditions, or violations of any Environmental Laws regarding the Property or its vicinity defined herein, subsequent to Lease commencement or any renewal thereof, Landlord must disclose the new information to the Postal Service as soon as possible, and under no circumstances later than 5 business days after first becoming aware.

c. Environmental Condition of the Premises.

(i) Unless due to the negligence of the Postal Service, if after the Commencement Date or any renewal thereof, Environmental Contamination is at any time identified on the Property, upon notification by the Postal Service, Landlord agrees to remediate or abate such Environmental Contamination to the extent required by Environmental Laws. Prior to performing any work, Landlord must seek and receive written approval by the Postal Service Contracting Officer of the Landlord's contractor and scope of work, and such approval will not be unreasonably withheld. The foregoing notwithstanding, the Postal Service shall pay that portion of the costs of remediation of



General Conditions to USPS Lease

Facility Name/Location
SISTER BAY - MAIN OFFICE (567630-001)
10685 N BAY SHORE DR, SISTER BAY, WI 54234-9595

County: Door
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Environmental Contamination caused directly by the negligence of the Postal Service. The parties agree that neither of the following shall constitute the negligence of the Postal Service: (a) reasonable and ordinary wear and tear and (b) damages by the elements or by circumstances over which the Postal Service has no control.

(ii) If the Landlord fails to diligently remove, or otherwise respond to in accordance with Environmental Law, any Environmental Contamination, the Postal Service shall have the right to perform the work, and withhold the cost plus administrative costs and/or interest, from Rent and other payments and reimbursements due or to become due or to become due to Landlord from the Postal Service or federal government. Alternatively, if Landlord fails to prosecute the work as required and the Postal Service determines that the Premises are untenantable or unfit for use or occupancy, the Postal Service may, with reasonable discretion, cancel this Lease in its entirety without liability. The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law. Completion of the work by Postal Service shall not relieve Landlord of its responsibility to perform the work in the future. In addition, the Postal Service may proportionally abate the Rent and all other payments and reimbursements due or to become due under this Lease for any period the Premises, or any part thereof, are determined by the Postal Service to have been rendered untenantable or unavailable to it by reason of such condition. If non-friable ACM, whether disclosed by the Landlord prior to execution of this Lease or subsequently found in or on the Property after execution of this Lease, should become friable due to any cause other than the negligence of the Postal Service, the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM shall be performed by the Landlord at the Landlord's sole cost and expense. If ACM in or on the Property or the Building was rendered friable due to the negligence of the Postal Service (including any such negligence of the Postal Service under any prior lease or leases of the Premises), the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense. The parties agree as follows: (1) to the extent a failure by the Postal Service to maintain the improvements containing ACM in accordance with the Postal Service's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Postal Service hereunder, and the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense; and (2) to the extent a failure by the Landlord to maintain the improvements containing ACM in accordance with the Landlord's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Landlord hereunder, and the Landlord shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Landlord's sole cost and expense.

(iii) Without limiting the foregoing, regardless of whether Landlord is required by this Lease to provide fuel for a heating system as set forth in the Utilities and Services Rider, any investigative and remediation cost associated with a release or suspected release of fuel from the heating system, including any fuel tank, shall be the responsibility of the Landlord, unless, and to the extent that, the release is caused by the negligence of the Postal Service's agents or employees, in which event the Postal Service shall be responsible for a portion of the investigative and remediation costs associated with the release to the extent such release was due directly to the Postal Service's agents' or employees' negligence.

d. Rights to Contribution. Nothing stated herein is intended to limit the right of the Landlord or the Postal Service to make claims for contribution or cost recovery under applicable laws against each other or any other persons or entities responsible for such Environmental Contamination.

e. Landlord Indemnification of Postal Service. The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and from and against any and all claims, losses, damages,



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actions, causes of action, expenses, fees and/or liability resulting from, brought for, or on account of any violation of this Clause or in any way arising out of or connected to Environmental Contamination on the Property, except that Landlord shall not be required to indemnify the Postal Service for, and to the extent of, that portion of the Environmental Contamination caused directly by the negligence of the Postal Service. The parties agree that neither of the following shall constitute the negligence of the Postal Service: (a) reasonable and ordinary wear and tear and (b) damages by the elements or by circumstances over which the Postal Service has no control.

8. FORCE MAJEURE

In the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such party (a "**Required Act**"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, acts or threats of terrorism, fire, flood, earthquake, delays by governmental authorities or other casualty or acts of God (a "**Force Majeure Event**"), then the performance of such Required Act shall be excused for the period of delay, and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Lease, the financial inability of Landlord or the Postal Service to perform any Required Act, including (without limitation) failure to obtain adequate or other financing, shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence sooner than 15 days before the date on which the party who asserts some right, defense or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party hereto. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (i) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (ii) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood or other natural phenomena of normal intensity for the locality where the Premises are located.

9. GOVERNING LAW; CLAIMS AND DISPUTES

a. This Lease shall be governed by federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C. 7101-7109) (the "**Act**"). Except as provided in the Act, all disputes arising under or relating to this Lease must be resolved under this clause.

b. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this Lease. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

c. A claim by the Landlord must be made in writing and submitted to the Postal Service Contracting Officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the Postal Service Contracting Officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:



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"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

d. For Landlord claims of \$100,000 or less, the Postal Service Contracting Officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the Postal Service Contracting Officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.

e. The Postal Service Contracting Officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.

f. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.

g. The Postal Service will pay interest on the amount found due and unpaid from:

1. the date the Postal Service Contracting Officer receives the claim (properly certified if required); or
2. the date payment otherwise would be due, if that date is later, until the date of payment.

h. Simple interest on claims will be paid at a rate determined in accordance with the Act.

i. Landlord must proceed diligently with performance of this Lease, pending final resolution of any request for relief, claim, appeal, or action arising under this Lease, and comply with any decision of the Postal Service Contracting Officer.

j. In the case where the Landlord has alleged a Postal Service default, and where the Postal Service has vacated the Premises, Landlord must use reasonable efforts to obtain another tenant for the Premises at a fair market rental and to otherwise mitigate its damages.

k. In no event shall the Postal Service or Landlord be liable for any consequential, punitive, or special damages under this Lease. The parties agree that this restriction shall not apply to liquidated damages, if any, provided for in any work letter or other rider or attachment to this Lease.

10. GENERAL

a. **Quiet Enjoyment.** Without limiting any rights the Postal Service may have by statute or common law, Landlord covenants and agrees that, provided that the Postal Service is not in default under this Lease, and for so long as this Lease is in full force and effect, the Postal Service shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease from and after Landlord's delivery of the Premises to the Postal Service until the end of the term, without disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming by, through or under Landlord. In the event of substantial, material or unreasonable interference by Landlord as a result of the Landlord exercising its rights and obligations under this Lease, the Rent and all other payments and reimbursements due or to become due under this Lease all shall be equitably abated if the interference continues for more than 24 hours. In the event such interference shall continue for longer than 6



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months, the Postal Service shall have the option to terminate this Lease or continue to operate with rent abatement until the interruption ceases. Notwithstanding the foregoing, in the event that, as a result of any substantial, material or unreasonable interference, the Postal Service is legally required to move any of its operations, then Landlord shall reimburse the Postal Service for the actual reasonable costs incurred in connection with such move.

b. Exterior of Building. Landlord shall not place, or allow any other person or entity to place, any advertising, bas reliefs, murals or other decorations on the exterior walls of the area in which the Premises is located nor shall Landlord place, or allow any other person or entity to place any additional landscaping or plantings in such area in excess of that landscaping or planting in existence at the commencement of this Lease. Nothing stated herein is intended to prohibit Landlord from replacing the landscaping or plantings in existence at the commencement of this Lease as needed.

c. Landlord's Access. Landlord and Landlord's agents shall have the right to enter the Premises upon reasonable prior written notice for the purpose of performing inspections, maintenance or repairs that are the responsibility of Landlord under this Lease; provided that no inspections may occur during the Postal Service's peak season (November 1 of each year through January 31 of the following year) other than those necessitated by the sale or refinance of the Property. The Landlord's right of entry hereunder shall be exercisable only during normal business hours and only on the terms set forth in a separate right of entry agreement available to Landlord upon written request to the Postal Service. All other access to the Premises, including but not limited to showing the property to potential buyers, and within 30 days of the end of the Lease term, showing the property to potential tenants, shall be at the sole discretion of the Postal Service.

d. Calendar Days. All references herein to "days" shall mean calendar days unless specified to the contrary.

e. Counterparts. This Lease may be executed in counterparts, which together shall constitute a single instrument. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments, addendums, assignments, or other records associated with this Lease is not an original but is an electronic signature, scanned signature or a digitally encrypted signature, then such electronic signature, scanned signature or digitally encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory. Signatures required under this Lease, or any amendments, addendums, assignments, or other records associated therewith, may be transmitted by email or by fax and, once received by the party to whom such signatures were transmitted, shall be binding on the party transmitting its signatures as though they were an original signature of such party.

f. Notices. Whenever a provision is made under this Lease for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and sent by (i) United States mail, certified, postage prepaid or (ii) by Priority Mail Express (overnight), in each instance to the addresses set forth below or at such address as either party may advise the other from time to time in writing. Notices to the Postal Service must include the identification of the facility name and location to be effective. Notices given as required by this Lease will be deemed to have been given three (3) days after the date of certified mailing or the next business day after being sent by Priority Mail Express (regardless whether the addressee rejects, refuses to sign, or fails to pick up such delivery).



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To Landlord at: VILLAGE OF SISTER BAY
P O BOX 769
SISTER BAY, WI 54234-0769

With a copy to:

To the Postal Service at: Contracting Officer
USPS Facilities Leasing East
PO Box 27497
Greensboro, NC 27498-1103

With a copy to: Postmaster/Installation Head
10685 N BAY SHORE DR, SISTER BAY, WI 54234-9595

Anything in the foregoing to the contrary notwithstanding, in the case of multiple persons or entities comprising Landlord under this Lease or in the case of a person or entity acting as an agent of Landlord, notices to any one of such multiple persons or entities or notice to an agent of Landlord shall be deemed to be sufficient notice to Landlord.

11. FACILITIES NONDISCRIMINATION

a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.

b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

12. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at <http://about.usps.com/manuals/spp/html/spp10.htm> or by searching www.usps.com.

Clause 1-5, Gratuities or Gifts

Clause 1-6, Contingent Fees

Clause 9-3, Davis-Bacon Act¹

Clause 9-7, Equal Opportunity²

Clause 9-13, Equal Opportunity for Workers with Disabilities³

Clause 9-14, Equal Opportunity for VEVRAA Protected Veterans⁴

Clause 9-16, Employer Reports on Employment of Protected Veterans⁴

Clause B-25, Advertising of Contract Awards

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Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

¹ For premises with net interior space in excess of 6,500 SF.

² For leases aggregating payments of \$10,000 or more.

³ For leases aggregating payments of \$10,000 or more.

⁴ For leases aggregating payments of \$25,000 or more.



Maintenance Rider Landlord Responsibility

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1. **Landlord Responsibilities.** Landlord shall, except as otherwise specified herein and except for damage resulting from, and to the extent of, the negligence of the Postal Service's agents or employees (which portion of the damage arising directly from Postal Service's agents or employees negligence shall be the responsibility of the Postal Service), maintain the Premises, including the building and any and all equipment, fixtures, systems, common facilities and appurtenances (including but not limited to parking lots, driveways, fencing and sidewalks), furnished by Landlord under this Lease, in good repair and tenantable condition consistent with standards of comparable buildings and/or projects located in the vicinity of the Property. Landlord's duties under this Rider shall include repair and replacement, as necessary, and includes without limitation:
 - a. **Pest Control.** Landlord is responsible for inspection, prevention and eradication of vermin, birds, insects, including, without limitation, termites and any other wood-eating insects and for repairs of any damage resulting therefrom.
 - b. **Casualty.** Landlord is responsible to repair damages resulting from Acts of God; acts of public enemy, riot or insurrection; and vandalism and damages resulting from fire or other casualty (except to the extent such damages were caused due to the negligence of the Postal Service agents or employees in which case the Postal Service shall be responsible for the portion of repairs caused directly by its negligence).
 - c. **HVAC.** Any heating system and air conditioning equipment furnished by Landlord must be properly sized for the facility, must be in good working order at the commencement of the term, and must be maintained and, if necessary, replaced by Landlord to ensure that it remains in good working order and in proper operation; such system and equipment must be capable of providing heat to a minimum temperature of 68 degrees Fahrenheit (68°F) and cooling to a maximum temperature of 78 degrees Fahrenheit (78°F) in all enclosed portions of the Premises (excluding any rear vestibule) at all times during the appropriate seasons. Landlord shall be responsible for maintaining and servicing of the heating system and air-conditioning equipment, including, refrigerant and filters per manufacturer's recommendation as required for proper operation of the equipment and for replacing the same at the end of its useful life or earlier.
 - d. **Heating and Hot Water Supply.** Boilers and unfired pressure vessels provided by Landlord as part of the Premises shall be maintained and, if necessary, replaced by the Landlord in accordance with the most stringent of the federal, state or local codes and ordinances. Current safety certificates issued by an organization recognized by the National Board of Boiler and Pressure Vessel Inspectors or a federal, state or municipal authority which has adopted the American National Standard Institute/American Society of Mechanical Engineers Boiler and Vessel Code, must be provided by Landlord for boilers and unfired pressure vessels. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections and require corrective actions by Landlord.
 - e. **Electrical System.** Any electrical/power system furnished by Landlord must be properly sized for the facility, must be in good working order at the commencement of the term, and must be maintained and, if necessary, replaced by Landlord to ensure that it remains in good working order and in proper operation.
 - f. **Water and Sewer.** Whether public or private water or sewer systems are provided, said systems (including potable water) must be properly sized for the facility and be maintained, in good working order at all times during the term and replaced by Landlord as necessary to ensure that the same remain in good working order including having any inspections that may be required performed.



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g. **Wiring.** Any wiring, including, but not limited to, wiring for the Electronic Security and Surveillance Equipment, Closed Circuit Television, Very Small Aperture Terminal, Criminal Investigation System, Intrusion Detection System, etc., installed by Landlord shall be maintained, and if necessary, replaced by Landlord. However, the Landlord shall not attempt any maintenance of, or repair of, or interfere with, the actual security, telephone, or telecommunications equipment, such as cameras, consoles, monitors, satellite dishes, telephone handsets, and Point-of-Service equipment of the Postal Service.

h. **Utilities Distribution Systems.** Landlord is responsible for all utilities (i.e., water, gas, electrical, sewer) distribution systems and structures and the components thereof which deliver such utility services to the Premises and the Property, including but not limited to base building electrical, plumbing, pipes, conduit, wiring, and related components located within the facility including, without limitation, behind walls, under floors and inside ceilings. This excludes additional systems and/or structures that were specifically installed by the Postal Service or its contractors for the Postal Service's particular furniture, fixtures, and equipment needs.

2. **Postal Service Responsibilities.** Notwithstanding anything herein to the contrary, the Postal Service shall, except for damage resulting from, and to the extent of, the negligence of Landlord's, agents, employees, or contractors, maintain the following items at the Premises if originally installed by the Postal Service: flag poles, dock lifts, roll-up customer service windows, roll-up doors, scissor lifts, electronic security systems, and lobby and back-door locks. The Postal Service's duties include repair and replacement, as necessary, of the aforementioned items and shall be fulfilled at such time and in such manner as the Postal Service reasonably considers necessary. The Landlord shall be responsible for the portion of maintenance, repair and replacement costs for damage to such items resulting directly from its negligence.

3. Completion of Maintenance, Repair, or Replacement by Landlord.

a. If the Landlord is required to maintain, repair or replace something under this Lease, including, without limitation, this Rider, Landlord must perform all maintenance, repairs and replacements promptly and in any event within the time period provided in the Postal Service's notice to Landlord and submit photographs of the completed repair to the Postal Service at the address designated in such notice provided by the Postal Service. If Landlord does not finish such maintenance, repairs or replacements within the time period set forth in the Postal Service's notice, then unless the Landlord requests more time, and the Postal Service grants more time using its reasonable judgment, then the Postal Service may (i) perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or federal government, or (ii) terminate the Lease on a date specified by the Postal Service in the notice to Landlord.

b. In the case of an emergency (as reasonably determined by the Postal Service), then notwithstanding the above provision, the Postal Service may give Landlord notice by phone or other method and may give such shorter notice as is practicable under the circumstances. Upon notice, Landlord must immediately start the maintenance, repairs or replacements and if Landlord fails to start such maintenance, repairs or replacements immediately, the Postal Service may immediately perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from



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the Landlord and from Rent and any other payments and reimbursements due or to become due to Landlord from the Postal Service or the federal government.

- c. In addition to any other remedies of the Postal Service, the Postal Service may abate Rent and all other payments and reimbursements due or to become due under this Lease for any period the Postal Service reasonably determines all or any portion of the Premises, any common areas of the Property providing access to the Premises, or parking areas are untenable or unfit for the Postal Service's use as a result of Landlord's failure to maintain, repair or replace as required by this Lease. Rent and other payments due or to become due to Landlord will be abated in proportion to the impairment or loss of use as determined by the Postal Service.

4. Health and Safety. In performing the maintenance, repair and/or replacement obligations under this Lease, Landlord must:

- a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations (CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA);
- b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with section (a) above; and
- c. take all other proper precautions to protect the health and safety of:
 - (1) any laborer or mechanic employed by the Landlord in performance of this Lease;
 - (2) Postal Service employees; and
 - (3) the public.

Landlord must include this clause in all contracts hereunder and require its inclusion in all subcontracts of a lower tier. The term "Landlord" as used in this clause in any contract must be deemed to refer to the contractor.

5. Landlord Access. In the event of emergency requiring access after-hours, Landlord must call the Postal Inspection Service at 1-877-876-2455 Option 2 "Emergency" prior to entry. When entering or performing any repair, maintenance, replacements or other work in the Premises, Landlord, its agents, employees and/or contractors (i) shall identify themselves to the Postal Service's personnel immediately upon entering the Premises, and must be accompanied by a Postal Service employee when not in public areas; and (ii) shall use commercially reasonable, good faith efforts not to affect, interrupt or interfere with the Postal Service's use, business or operations on the Premises or obstruct the visibility of or access to the Premises by more than a de minimis extent, as determined by the Postal Service



Utilities and Services Rider

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Unless otherwise indicated below, the responsibilities of Landlord identified in this Utilities and Services Rider are a part of the Rent paid under the Lease and are not subject to reimbursement by the Postal Service.

1. HEAT

The Postal Service pays all recurring fuel charges to the Premises, provided such charges are separately metered, by a meter or sub-meter installed by Landlord at Landlord's expense, to measure the Postal Service's consumption of fuel.

2. ELECTRICITY

The Postal Service will pay all recurring electric bills, provided such charges are separately metered, by a meter or sub-meter installed by Landlord at Landlord's expense, to measure the Postal Service's consumption.

3. WATER

At all times, Landlord must ensure that there is potable water serving the Premises. If at any time the water provided to the Premises is not potable, then the Landlord shall furnish potable water in a quantity sufficient to serve the maximum number of postal employees located at the Premises on a regular basis, and shall ensure such potable water is available at all times. Landlord must pay for all recurring charges related to the provision of such potable water.

The Premises are hooked up to a public water system. The Postal Service must pay for all recurring charges for provision of such water services, provided such charges are separately metered by a meter or sub-meter installed by Landlord at Landlord's expense, to measure the Postal Service's consumption.

4. SEWER

The Premises are hooked up to a public sewer system. The Postal Service must pay for all recurring charges for such sewer services, provided such charges are separately metered, by a meter or sub-meter installed at Landlord's expense, for the measurement of Postal Service's consumption.

5. TRASH

Postal Service is responsible for all trash removal and disposal from the Premises and will provide its own trash receptacle or receptacles at its cost in a location acceptable to the Postal Service either on the Premises or in the common areas, if any.

6. SNOW

The Postal Service agrees to remove snow and ice at the cost of the Postal Service from only those areas used exclusively by the Postal Service, which may include all or only portions of the sidewalks, driveways, drive aisles, entrances, exits, parking and maneuvering areas, and any other areas providing exclusive access to the Premises used by the Postal Service's employees, contractors, or customers (including, but not limited to, stairs, handicap access ramps, carrier ramps, etc.). The Postal Service is not responsible for, and will not pay the costs of, the removal of snow and ice from the roof or any areas not exclusively used by the Postal Service. Landlord is responsible for and must pay the costs of the timely removal of snow and ice from the roof, as well as all areas not exclusively used by the Postal Service.



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7. CUSTODIAL SERVICES

Custodial Services for purposes of this Lease means the following: all duties considered necessary or desirable by the Postal Service to maintain cleanliness at the Premises and the Property. Custodial services include, but are not limited to the following tasks: vacuum and mop floors, empty trash containers, clean windows, sanitize bathroom fixtures and carry out any other tasks related to cleaning dirt and debris from the inside or the outside of a particular building. Custodial services do not include roof or gutter cleaning, or landscaping.

The Postal Service will provide its own custodial services for the interior and exterior of the Premises at its cost.

8. LANDSCAPING

Landscaping for purposes of this Lease means an exterior area devoted to or developed and maintained with plantings, decorative outdoor landscape elements, sculptures, benches, water features, paved or decorated surfaces of rock, stone, brick, block or similar material (excluding sidewalks, driveways, parking, loading or storage areas).

The Postal Service has no responsibility for any landscaping, except that the Postal Service will be responsible for cutting the grass and trimming low shrubs at such times and in such manner as the Postal Service determines necessary in its sole discretion.



Date: June 2, 2025

Board/Committee: Parks, Property & Streets Committee

Re: Electronics Recycling/Shredding/Medication Drop-off Event

Author: Heidi Teich, Village Clerk

On May 10, 2025, the Village hosted its annual appliance/electronic recycling and document shredding event. The event was scheduled for the sports complex, but moved to the utility plant due to the ongoing construction at the ball field concession stand. The WWTP parking lot was an excellent location, offering plenty of room for cars to navigate the drop-offs for document shredding and electronics, as well as still allow hauler trucks the access they needed to discharge at the plant. A large banner was hung from the WWTP gate and two ground signs were placed at the entrance to the sports complex to alert the public to the change in location. Utilities Director Barnes has offered to allow this event to continue at the plant in the future if the committee desires.

A total of 102 cars were counted at the event. This is sixty fewer cars than in 2024, but the advertisement scheduled to appear in the newspaper did not get printed. When called, staff from *The Pulse* could not explain what happened, but did note that the advertisement was published in their *Pulse Picks* online. The village will not be charged for the missing ads.

Other advertising was done by posting notices around the Village and on the village's website. When the change in location took place, an additional notification was sent out from the website to its 520 subscribers to remind those individuals of the event and the new location.

Of those who participated in the event, 79 cars brought materials for appliances/electronics recycling (120 in 2024), 31 cars came for document shredding (66 in 2024), and 13 cars brought unwanted medications to drop off (20 in 2024). Two individuals inquired about hazardous waste cleanup and were referred to the Door County Highway Department, who hosts that event, typically in the Fall.

Despite the fewer number of participants in the electronics/appliance recycling drop-off as compared to 2024, the truck was full when the event ended.

Staff did note that two individuals who came with documents for shredding expected the shredding to be on-site and left with their documents. They were informed that on-site shredding will be available at Liberty Grove in the Fall. The representative from Sunshine Resources also commented that some of what was dropped off were newspapers and magazines. I confirmed with Sunshine Resources that 1496# of paper was received, but 97# of that amount were items that did not need to be shredded. The total bill for shredding services came to \$568.48.

At least 75% of the approximately 5.25# of medications dropped off appeared to be vitamins and supplements, rather than prescriptions. No one from the Door County Sheriff's showed up for Saturday's event, but immediately came to the administration office the following Monday when called.

When asked at entry, most participants seemed unaware that disposal of unwanted medications was an option, which could also be due to the lack of newspaper advertising.



PARKS & STREETS DIRECTOR'S REPORT

Date: June 2, 2025

Board/Committee: Parks, Property & Streets Committee

Re: Monthly Report

Author: Erik Linczmaier, Director

1. Staff completed the committee's request to mark out a yellow 'no parking' grid in front of Mill Road Gallery.
2. Staff resprayed multiple yellow 'no parking' grids along North Bay Shore Dr. and Mill Rd.
3. Staff have completed spring set up.
4. Staff have been working on refreshing mulch beds throughout park facilities.
5. All facilities are now open for the season.
6. The county rolled all the fields out at the Sports Complex and Dog Park.
7. Staff collected the 18 remaining Balsam Fir trees that were being handed out by green tire for earth day. Staff planted the trees on the south side of the farm property along the stone fence.
8. The swim raft is going to be delayed in going out this year. The target date to have the raft out is the first week of June. However, the ice broke off our guide chain that is attached to the swim dock. This chain leads to the anchor base. We have not been successful in retrieving it with magnets. Once the water warms staff will dive down to manually retrieve the chain.
9. Sports Complex sewer lateral update: The lateral has been installed. The park grounds have been restored to their original grade. Staff are in the process of restoring the grass in the affected areas.
10. DC Landscape planted the shrubs along the sidewalk/parking lot along Mill Road.
11. Update to the driveway access in front of Marina View condos: JF Construction is looking to start this project on June 2nd.
12. Update on the swim dock: After hearing of the struggles the Sister Bay Marina had with Somerset Marine. I reached out to Pier and Waterfront solutions to have them make the repair to the Swim Dock. I'm Looking to have the piece of sheet steel re-installed this summer and this winter have the rocks installed along the north wall.
13. Robotic mower Marina Park: I have been working with a local company that sells GPS guided Husqvarna robotic mowers. The sales representative I've been working with offered a free demonstration of their 2-acre cut mower. Marina Park was chosen to have this trial take place. The robotic lawn mower has done well in maintaining the grass in the park. I don't see this machine replacing are zero turn lawn mowers throughout the downtown park system. It gets hung up on picnic tables and must be cut during the day to maintain the grass height. Where I do see a possible future for this technology is out at the sports complex. Husqvarna makes an 18-acre GPS guided robotic lawn mower which would be perfect for the sports complex. I began talking with the sales rep to see if a demonstration of the 18-acre mower could take place.



ADMINISTRATOR'S REPORT

June 2025

New Administrative Assistant

We have a new Administrative Assistant who will work for both the Administrative Offices as well as the Parks & Streets Department. We have offered the position to Sarah Bertges of Sister Bay. Sarah will begin work on June 3, provided all hiring paperwork has been completed.

Library Staff

The Library has a new facilities operation manager: Richard (Rick) Kingsbury.

Parks Maintenance Building

Originally the new building was to be substantially completed by March 25, 2025 with final completion by May 1, 2025. Due to winter conditions, the completion date was extended to mid-June. Alliance Construction has now said the building won't be completed until the end of August. Do we want to pursue a breach of contract? If so this matter can be placed on the next agenda for discussion.