



## PARKS, PROPERTY & STREETS COMMITTEE MEETING AGENDA

**MONDAY, JULY 7, 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](http://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: June 2, 2025, Regular Meeting and June 16, 2025 Special Meeting

4. Comments, Correspondence, and Concerns from the Public

5. Discussion/Action Items

- a) Event Request; Long Dayze Festival; Waterfront Park Pavilion
- b) Operating Agreement; Friends of the Ice Rink; Ice Rink
- c) Lighting Retrofit; Ice Rink
- d) Park Vendor Contract & Storage; eBike Proposal; Peninsula Kayak Co.; Waterfront Park
- e) Lease Agreement; USPS; 10685 N Bay Shore Dr.
- f) Annual Crop Contract; Former Wiltse Property; Jim Seaquist
- g) Annual Crop Contract; Former Logerquist Property; Robbie Schopf
- h) Review Binocular Order
- i) Identify New Parking Lot Location, Re: Knowles Nelson Encumbrance
- j) Hwy 42 Crosswalk Concerns
- k) Stop Sign Request
- l) Prioritize Street Repairs for 2026
- m) Grant Opportunities
- n) Waterfront Park Landscaping Update; Jerry's Flowers Proposal
- o) Preliminary Budget Review

6. Staff Report(s)

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

8. Next Meeting: Regular Meeting August 4, 2025, at 1:00 PM

- Schedule Walking Tour – Pebble Beach

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](mailto:julie.schmelzer@sisterbaywi.gov). To submit letters in support or opposition of an agenda item, email [sarah.bertges@sisterbaywi.gov](mailto:sarah.bertges@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).

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



**PARKS, PROPERTY & STREETS COMMITTEE MINUTES**  
**MONDAY, JUNE 2, 2025**  
**(Approval Pending)**

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

The June 2, 2025 monthly meeting of the Parks, Property & Streets Committee was called to order by Committee Chair Louise Howson at 1:00 P.M.

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

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

**Others Present:** Kurt Harff, Mike and Angela Fitzgibbons, Ellie Soderberg-Guger, Jill Wiebe, Erin Peddle, Susan Gullick, Myles Dannhausen, Jr. and Chris Schmeltz.

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

*A motion was made by Howson, seconded by Bell that the Agenda for the June 2, 2025 meeting of the Parks, Property & Streets Committee be approved as amended to remove item 5.b. Motion carried – 3-1, with Bhirdo opposed.*

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

*A motion was made by Bell, seconded by Laszkiewicz that the minutes for the May 5, 2025 be approved as amended to correct a typo in the date. Motion carried – all ayes.*

*A motion was made by Bell, seconded by Howson to approve the minutes of the May 19, 2025 meeting of the Parks, Property & Streets Committee as presented. 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. Angela Fitzgobbons, 10842 N Bay Shore Dr, was recognized and asked if this committee was an advisory or a rule-making body, as she sees more trustees than citizen members being appointed, which is a structure that she is not familiar with. Howson and Schmelzer responded to her questions by explaining the role and function of this committee and extending the invitation to all citizens to seek appointment to a committee if they are interested.

Correspondence for this meeting was received from committee member Jerry Ahrens, who was unable to participate today. The email, in which Ahrens shared his thoughts on several items appearing on today's agenda, was shared with the committee members prior to the start of the meeting.

**Agenda Item No. 5. Discussion/Action Items**

**a. Ice Rink; Draft Lease**

A draft land lease between the Village of Sister Bay and Friends of the Sister Bay Ice Rink, Inc., was included in the meeting packet. The proposed agreement is for a ten-year term, and obligates the village to renovate and maintain the ice rink for an annual sum of \$1 from the Friends of the Ice Rink. An operational agreement is pending.

During discussion on this item, Laszkiewicz asked if a survey detailing the exact description of the rink

1 area will be required for insurance purposes. Schmelzer replied that the legal description included in the  
2 document is fairly standard and has not been called into question on other documents which included a  
3 similar description.

4  
5 Laszkiewicz also felt the \$1 million was low considering the sport being played on the rink. Schmelzer  
6 replied that the amount is the village's standard for all development agreements and Bhirdo brought up  
7 the village's protection under the recreational immunity law.

8  
9 Myles Dannhausen, representing the Friends of the Sister Bay Ice Rink, was present and invited to share  
10 any feedback on the draft. Dannhausen noted that he does have a more exact legal description of the  
11 rink that he could share. He inquired about the lack of language in the agreement that clarifies that the  
12 terms of the lease do not preclude the village from utilizing it during the summer months. Schmelzer  
13 noted she is still awaiting a response from the village's attorney on that issue.

14  
15 Schmelzer asked Dannhausen if the group has received their Wisconsin non-stock non-profit corporation  
16 status, and Dannhausen replied that they are registered with the State, but awaiting their 501(c)(3)  
17 certification.

18  
19 There were a number of other modifications to the draft presented, including:

- 20 • *Section 2. Right to Renew* and *Section 3. Surrender and Termination* should be modified to require  
21 twelve (12) months prior notice of intent to not renew.
- 22 • *Section 3. Surrender and Termination* should be modified to separate the statement reading "in  
23 the event the Operator fails to erect and operate the ice rink..." into two distinct clauses and  
24 include the timeline of "within two years of the date of the agreement."
- 25 • *Section 2. Right to Renew* includes a statement that the parties engage in good faith negotiations  
26 to find an alternate location for the ice rink should the Landowner give notice of non-renewal.  
27 Bhirdo asked for clarification of this statement and Dannhausen stated he would follow up with  
28 his attorney.
- 29 • *Section 6. Insurance* should include the clause that certificates of liability insurance should be  
30 automatically sent to the village and not require staff to request them on an annual basis.
- 31 • *Section 8. Access to Property* should include a statement that access be granted during the  
32 months of December to March.

33  
34 The suggested revisions to the documents will be made by Schmelzer and forwarded to Attorney Nesbitt  
35 and Dannhausen for review, and then forwarded to the Village Board. Bhirdo requested that a track  
36 changes version of the document be presented at that time.

37  
38 Mike Fitzgibbons, 10842 N Bay Shore Dr. requested to speak, and asked if the new ice rink would impact  
39 any of the existing ballfields at the sports complex. Howson responded that the ballfields would not be  
40 affected in any way.

#### 41 **c. WPS Dark Sky Lighting Initiative; Streetlights**

42 Schmelzer provided a staff report with further detail on the lumens of village streetlights. During  
43 discussion, Bell clarified that *lumens* is a measure of light output, while *wattage* is the amount of energy  
44 required so the two are not synonymous terms.

45  
46  
47 Bell noted his satisfaction with the lights as they are. Laszkiewicz noted that there are inconsistencies in



1 color of the lights and asked if this could be corrected. He also shared that the worst area of the village  
2 for light pollution appears to be around the Door County Medical Center and Scand (Serenity Springs  
3 Senior Living Facility). Howson shared her opinion that medium output lights are adequate.

4  
5 *It was the consensus of the committee that WPS be asked for the lowest possible output on the remaining*  
6 *eight lights in the village that have yet to be converted. If nothing less than medium output is available,*  
7 *then the request is for the medium output lights.*

8  
9 As an aside, Bhirdo asked if the committee could hold a future discussion on pedestrian crossing at the  
10 intersection of Mill and N Bay Shore Dr. The decorative lights there do a fine job of illuminating the  
11 sidewalk, but not the crosswalks. Schmelzer noted that any potential solutions to this issue will be need  
12 to be researched and put into the budget.

13  
14 Bell asked what the procedure is for removing streetlights should the public no longer want them in their  
15 neighborhood. Schmelzer responded that affected landowners would approach this committee with that  
16 request.

#### 17 18 **d. Concession Stand Bids; Resolution to Board**

19 The village received a grant of \$75,000 to construct restrooms at the sports complex concession stand.  
20 A request for bids was let to find a contractor to complete the work at that price. However, all of the  
21 bids received came in far over the budgeted amount. The options open to the committee now are to  
22 accept the lowest bid (which is more than double the budgeted amount), or recommend to the board  
23 that a Resolution be passes rejecting all bids. This would then allow the village to subcontract and  
24 complete the work itself.

25  
26 *A motion was made by Bhirdo, seconded by Howson that a recommendation be made to the village board*  
27 *to pass a Resolution to reject all bids received for the sports complex restroom construction and proceed*  
28 *with hiring the village's own contractor to complete the work. Motion carried – all ayes.*

#### 29 30 **e. Post Office; Lease Renewal**

31  
32 The post office lease for the property at 10685 N Bay Shore Dr. is due for renewal. The procedure for  
33 renewal has changed, and a brokerage commission is now part of the lease price. Per the postal service,  
34 the lease amount cannot exceed \$25,000, which includes a 4% commission to their broker. The term of  
35 the lease would be five years.

36  
37 Bhirdo was in favor of raising the annual fee to \$25,000, and the renewal option be removed at Section  
38 4 and made the following motion:

39  
40 *A motion was made by Bhirdo, seconded by Laszkiewicz to recommend to the Village Board that a lease*  
41 *with the United States Postal Services for the property located at 10685 N Bay Shore Dr. be approved as*  
42 *presented with a cap of \$25,000 including the brokerage fee.*

43  
44 Bell was not in favor of accepting the lease with a limit of \$25,000 as dictated by the USPS, and felt this  
45 was a negotiable point.

46  
47 After further discussion, the committee requested that Schmelzer as the USPS for more information on

1 their reasons for a lease with a “not-to-exceed” amount.

2  
3 *A motion was made by Bhirdo, seconded by Laszkiewicz to rescind their prior motion. Motion carried –*  
4 *all ayes.*

#### 6 **f. Recycling Day Report**

7 A report on the village’s annual recycling and shredding day event was prepared by Teich and included  
8 in the meeting packet. She reported that, despite the lack of newspaper advertising, the event appeared  
9 to be a success. Teich highlighted the move to the utilities plant as a better space for the event, and the  
10 willingness of the utilities director to offer the location for future events. Laszkiewicz shared that he  
11 participated in this year’s event and felt that it was very well done.

12  
13 Schmelzer noted the remarks from Sunshine Resources which detailed the amount of shredding material  
14 collected that did not need to be shredded, namely newspapers and magazines. In order to control  
15 unnecessary costs, the committee members requested that future event notices include the specification  
16 that shredding is for sensitive documents only. Newspaper and magazines will not be accepted.

#### 18 **Agenda Item No. 6. Staff Reports**

19 Reports included in the meeting packet were provided by Parks & Streets Director Linczmaier and Village  
20 Administrator Schmelzer.

21  
22 Bhirdo raised a concern about the item in the Parks & Streets Director Report which mentioned a delay  
23 in installing the swim raft at the beach. Linczmaier explained that the water is too cold at this time for a  
24 staff member to dive in and locate the chain needed to secure the raft, which was broken over the the  
25 winter. The committee suggested finding an experienced diver to assist, and Linczmaier noted that he  
26 will inquire with the fire department.

27  
28 Bhirdo also asked about the trees around the ball field which appear to be dying. Linczmaier explained  
29 that the trees are planted on the slope and are not catching water as well as if they were on flat land. His  
30 crew is trying alternative methods to save the trees, including changing fertilizer, the cessation of weed  
31 trimming around the trees to preserve moisture, and more frequent watering.

32  
33 Regarding the Administrator’s report, Schmelzer shared that the construction on the Parks Building has  
34 now been delayed to August. Bhirdo suggested that this be referred to the June village board meeting  
35 for further discussion, and the committee members concurred.

#### 37 **Agenda Item. No. 7. Matters to be Placed on a Future Agenda or Referred to a Committee, Official or Employee:**

38  
39 It was the consensus of the committee that the following items be addressed at a future meeting of the  
40 Parks, Property & Streets Committee:

- 41 • Review of the Ice Rink Operating Agreement
- 42 • Discussion on potential solutions for illuminating pedestrian crosswalks
- 43 • Review of the USPS lease for the property at 10685 N Bay Shore Dr.
- 44 • Discussion on alternate locations for parking related to the Marketplace Property encumbrances

#### 46 **Agenda Item No. 8. Next Meeting**

47 The next regular meeting of the Parks, Property & Streets Committee has been scheduled for 1:00 P.M.

1 on Monday, July 7, 2025.

2  
3 *A special meeting of the Parks, Property & Streets Committee will be held at 1:00 PM on Monday, June*  
4 *16, 2025. This meeting will start at the Waterfront Park Gazebo.*

5  
6 **Agenda Item No. 10. Adjourn**

7 *At 2:31 P.M. a motion was made by Bhirdo, seconded by Laszkiewicz that the June 2, 2025 meeting of the*  
8 *Parks, Property & Streets Committee be adjourned. Motion carried – All ayes.*

9  
10 Respectfully submitted,



11 Heidi Teich, Village Clerk

**PARKS, PROPERTY & STREETS COMMITTEE MINUTES  
MONDAY, JUNE 16, 2025 (SPECIAL MEETING)  
(Approval Pending)**

## 1. Call Meeting to Order and Roll Call

Chair Louise Howson called the meeting to order at 1:00 p.m.

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

Staff Members Present: Village Administrator Julie Schmelzer, Parks & Streets Department Director Erik Linczmaier, and Administrative Assistant Sarah Bertges

Others Present: (None)

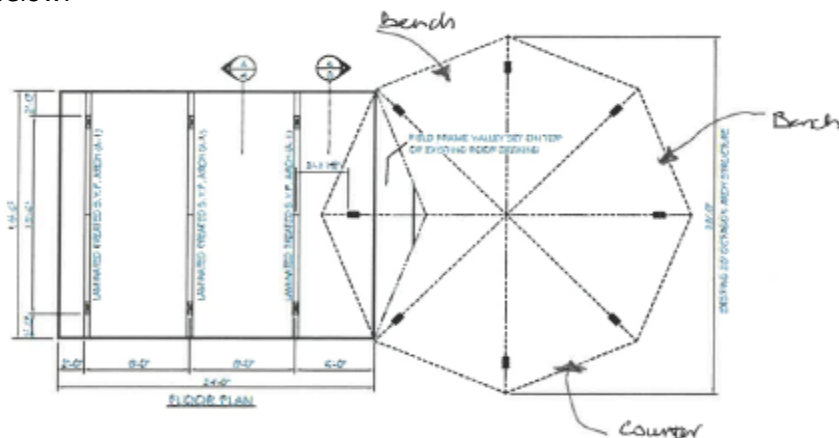
## 2. Approve Agenda

Motion by Bell, second by Bhirdo, to approve the agenda as presented. Motion carried unanimously.

### 3. Walking Tour

The committee met at the gazebo at Waterfront Park and proceeded to discuss the following items. Unless noted, all directives were by consensus:

- Gazebo counter and benches – Schmelzer updated the committee that the counter and benches had not been built because the contractor was told by someone he had to clean up every night and could not leave his materials in the park. She also explained there was \$12,388.34 left for the project, and Municipal Reimbursement Funds may be needed to complete the project. By consensus the committee elected to proceed with the project, noting structures should be erected as shown below:



- Binocular Viewers by Tower Optical – Schmelzer explained the committee previously heard a proposal to erect stand-up, and ADA, binocular viewers. Members supported the idea provided the village owned, not leased them, and, purchased the versions which did not require coin operation. A slab will be need to be installed to mount the binoculars. A request would be made to the Finance Committee to use Municipal Reimbursement Funds. Schmelzer is to proceed with the order, and the final location, west of the fire pit, is to be approved at a later date.
- Historic signage – The Historical Society is to proceed with the design and obtaining an estimate for the sign, which is to be mounted in stone. Schmelzer is to request a bid from the company installing the gazebo and benches, if the stone base is not provided by the sign maker. A request would be made to the Finance Committee to use Municipal Reimbursement Funds. The final

location, in the vicinity of the fire pit, is to be approved at a later date.

- Landscaping – There were a lot of weeds in the flower beds, and by one group of shrubs, a substantial amount of ivy. Staff needs to pull the weeds/ivy. Howson is to contact Jan from the local nursery to see if she would agree to maintain the beds. At Marina Park the center group of landscaping is to be removed and planted with grass.
- Marina restroom sign – Needs to be revised to make it clear they are for public use, not just marina customers.
- Little Library – The committee agreed the Grutzmacher Little Library should be located south of the hedge, south of the Grutzmacher and Kane benches.
- Trees – There was much discussion about the tree planted about two years ago that is south of the village hall. Bhirdo advocated that the tree should be removed and planted south of the Grutzmacher and Kane benches. Eventually there was a motion by Bell to keep the tree and install two benches under it, second by Laszkiewicz, but the motion failed: Aye -2 (Bell, Laszkiewicz); Nay -3 (Ahrens, Bhirdo, Howson). There was then a motion by Laszkiewicz to keep the tree in its current location, remove the shrubbery, and add two benches, second by Bell. Motion carried 5-1: Aye – Ahrens, Bell, Howson, Laszkiewicz; Naye -Bhirdo. The committee proceeded to the area near the restrooms. Motion by Bhirdo, second by Howson, that the birch on the south side of the new asphalt path south of the restrooms is to be removed and a balsam fir tree planted. Motion carried all ayes with Bell voting nay. More trees need to be planted in the park and staff is to contact the DNR to make sure the village is diversifying its species; staff is to incorporate autumn blaze maples periodically. Trees are to be planted along the shore between the pavilion and west lot line; staff is to plant at least a red maple and an autumn blaze maple to add more color in the park.
- Post Office light – Staff is to tilt the light down so it doesn't shine towards the beach and does not illuminate more than the back of the building.
- Asphalt – Staff is to contact Pigeon Asphalt to repair the dip in the new asphalt near Highway 42.
- eBike Shed – Committee members noted the shed had been erected, although it had not yet been approved. It was nestled in the trees along the shore, near the Yacht Club. Concern was raised over Yacht Club owners looking out from their decks and seeing the shed. Motion by Bhirdo, second by Howson, the shed is to be relocated south of all trees, between the sidewalk and west lot line, and cedars be planted to screen the shed from view. The village is to plant the trees. Motion carried unanimously. The location would need approval of the Plan Commission. There is to be no electric provided to the shed.
- Misc. – Frontier is to be contacted to straighten out their utility boxes. Benches to be power washed with Wet and Forget to return them to a lighter color. Research a robo mower.

#### **4. Matters to be Placed on a Future Agenda or Referred to a Committee, Official or Employee:**

Walking tours to be scheduled for the Sports Complex and Pebble Beach. Other items are as noted above.

#### **5. Next Meeting**

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

#### **6. Adjourn**

Motion by Bhirdo, second by Howson, to adjourn. Motion carried unanimously. The meeting adjourned at 3:23 p.m.

Notes by Sarah Bertges, Administrative Assistant/Minutes by Julie Schmelzer, Village Administrator

**From:** [Louise Howson](#)  
**To:** [Julie Schmelzer](#); [Sarah Bertges](#)  
**Subject:** Fw: Condition of Sunset Dr  
**Date:** Wednesday, June 25, 2025 12:44:58 PM

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Hello Julie and Sarah,

Could you please include this email from one of our residents in the July Parks meeting packet.

Thanks

Louise Howson  
Village Trustee  
[louise.howson@sisterbaywi.gov](mailto:louise.howson@sisterbaywi.gov)

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**From:** mark lindem <[lindem\\_mark@yahoo.com](mailto:lindem_mark@yahoo.com)>  
**Sent:** Tuesday, June 24, 2025 12:21 PM  
**To:** Louise Howson <[louise.howson@sisterbaywi.gov](mailto:louise.howson@sisterbaywi.gov)>; Denise Bhirdo <[denise.bhirdo@sisterbaywi.gov](mailto:denise.bhirdo@sisterbaywi.gov)>; Nate Bell <[nate.bell@sisterbaywi.gov](mailto:nate.bell@sisterbaywi.gov)>  
**Subject:** Condition of Sunset Dr

Good afternoon,

I am writing to express my concern over the condition of Sunset Drive between the exit of the marina parking and Woodcrest. This has become a very popular road to walk, bike and drive down. As a resident on the road who sees it all the time, I am concerned about people getting injured and the overall deterioration of the surface. Please take a look at this stretch of road and look to replace it. Thank you for your time and consideration.

Mark Lindem  
Sister Bay

**STAFF REPORT**  
**LONG DAYZE EVENT**

**Date:** July 7, 2025

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

**Author:** Julie A. Schmelzer

Attached is an email regarding an event proposed at the Waterfront Park Pavillion. After I emailed the organizer with questions, I did not get a response. Because the organizer did show up at two of our meetings, I felt it necessary to add this item to the agenda in case they want to provide more information.

**From:** [Julie Schmelzer](#)  
**To:** ["Sage Baruth"](#)  
**Cc:** [Heidi Teich](#); [Sue Clarke](#)  
**Subject:** RE: Long Dayze Festival Agenda Proposal  
**Date:** Monday, June 9, 2025 9:44:00 AM

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Hi Sage,

We have a lot of questions for you, but for now we will make sure this is on the July 7 agenda of the Parks, Property & Streets Committee. Normally events like this also need approval of the Board, which would meet after your event, so I'm not sure if the committee will waive the requirement – that is up to them. You're cutting it close though – if the committee meets July 7, that only gives you two weeks to organize and advertise. Are you sure you want to hold the event on such short notice, or would a different date be better?

We have a family event that day at the Village Hall ('Brick Party', its similar to a Lego party for kids), so I do not know if the committee would be inclined to approve a music event the same day. Brick Party runs from 10-3.

Thank you for the explanation below. Now that we know what is proposed, I can help you further. First, you will need to complete a Festival Permit Application from the Clerk. By copy of this email I am asking her to forward one to you.

**Questions:**

- Do you have security available (such as a reserve deputy)?
- How will underage drinking be monitored?
- Will you have a dumpster for trash, and where? Who will be maintaining the park and picking up litter? We don't use village staff to pick up garbage for events, unless we know in advance and then we schedule accordingly and invoice the organizer for our time and the garbage.
- Will you have porta potties, and where, and how many?
- Will there be water available?
- Have you checked with the county Department of Health to see what they require for the festival, if anything?
- Be advised we don't allow noise in the park after 10 PM. We do monitor it and do issue citations if it is violated. See Sec. 38.2(m) of the Municipal Code for more information, if interested in reading the code language.
- On such short notice I don't know if parking will be a concern, but if this occurs next year, the village may require you to shuttle patrons in that parking in summer is very limited in our downtown area.
- We are checking to make sure the Wild Tomato's liquor license covers the park, where people will be drinking, and will let you know if a liquor license is required.
- Signage -what is proposed, and where?

Be advised the below also applies:

**Sec. 38.3 Regulation of group events.**

The following regulations shall apply to group activities or events in the Parks.



- (a) No person or group shall conduct any business of any kind unless the operation is approved by the Parks Committee of the Village of Sister Bay.
- (b) Any group, which organizes any activity, which is expected to be attended by more than twenty-five persons, shall obtain a permit application from the Village.
- (c) The application for permit shall be made to the Village in advance of the event.
- (d) The Village may require that a group provide for law enforcement.
- (e) The Village may require that a group provide for the removal of solid waste, and the Village may charge the group if the waste is beyond what is provided for by the group.
- (f) Any group using a park shall be responsible for cleanup of any litter, for restoring the park to its original condition, and for repair of damage caused by persons attending the activity.
- (g) The Village may charge a group for the cost of cleaning and restoring the park and for the repair of damage if the group fails to clean, restore, and/or repair, and the group shall not be given a permit to use a park for 12 months subsequent to the imposition of the costs.
- (h) The Parks Committee may establish other rules and regulations for group events or festival events.

#### **Sec. 38.5 Alcohol in the parks.**

- (a) *Alcohol beverages.* (1) Alcoholic beverages may be consumed for personal use by any person in any Village Park except as modified by (2).
- (2) Subject to the approval of a facilities usage permit, the Parks Committee is authorized to approve the consumption of alcoholic beverages at events in Village parks and Village buildings, if the permit holder has obtained the appropriate liquor license and shall provide evidence that the dispensing of alcohol is done by a bartender or other licensed individual(s).

Julie Schmelzer  
Village Administrator

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**From:** Sage Baruth <6706chopboyz@gmail.com>  
**Sent:** Saturday, June 7, 2025 12:51 PM  
**To:** Julie Schmelzer <julie.schmelzer@sisterbaywi.gov>  
**Subject:** Fwd: Long Dayze Festival Agenda Proposal

----- Forwarded message -----

From: **Sage Baruth** <[6706chopboyz@gmail.com](mailto:6706chopboyz@gmail.com)>  
 Date: Sat, Jun 7, 2025 at 12:49 PM  
 Subject: Long Dayze Festival Agenda Proposal  
 To: <[julie.schmelzer@sisterbay.gov](mailto:julie.schmelzer@sisterbay.gov)>

good afternoon. my name is sage baruth.

i have been a door county resident for going on eight years now.

i work at hidden acres as a field laborer during the summer, and at yachtworks in winter doing repairs and maintenance.

with my land lords permission, i cut down cedars with my roommate on our rural nasuwaupsee property back in 2019, and built a stage and converted our barn into a music venue.

we threw our first event that November, and our first multi day festival in the summer of 2020.

long dayze is a multi-generational, genre diverse, door county festival that typically takes place on the solstice weekend in june. however, moving forward i would like it to be a concert series that pops up a few times in different locations each month to raise money for different local non profits.

With three successful, "long dayze" festivals, and dozens of other events under our belt.

we have set out to try and incorporate ourselves into the door county mainstream.

we understand the importance of maintaining a family friendly atmosphere at the sister bay beach, and will be booking our acts according to the set and setting.

wild tomato has agreed to cover all of the upfront costs and sponsor the event, they will also be handling all food and drink sales at the restaurant next to the amphitheater.

so there will be no need for us to get a liquor license.

we have chosen to partner with the door county land trust as the beneficiary of all proceeds for the event, in hopes that we as artists can use our talents and skills in such a way as to

garner more attention to the conservation of land, keeping our home pristine for generations to come.

ideally we would like to book the Amphitheatre for noon on Saturday July 19th. and end at 11 when the noise curfew goes into effect.

we are excited to bring new types of music to the village. we have booked dozens of different acts over the years and we strive to bring the best from each line up.

i have acts on stand by, ready to be booked. we hope that this years lineup would include

classical music, blue grass, country, rock, electronica, hip hop, house.

final bookings are still pending upon approval.

transitioning between genres and acts as the day goes on, ending in an all ages dance party on the beach.

thank you for your time .

below are a few images from events in the past.

if you have any additional questions feel free to reach out via email and i can provide any additional information you require.

 [IMG\\_0107.JPG](#)

 [IMG\\_0273.JPG](#)

 [IMG\\_0707 \(2\).JPG](#)

 [IMG\\_0711 \(2\).JPG](#)

 [IMG\\_0770 \(2\).JPG](#)

 [IMG\\_0783.JPG](#)

 [IMG\\_1102.JPG](#)

 [IMG\\_6567.JPG](#)

 [IMG\\_6701.JPG](#)

 [IMG\\_6732.JPG](#)

 [IMG\\_6736.JPG](#)

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☐ [IMG\\_6748.JPG](#)☐ [IMG\\_6754.JPG](#)☐ [IMG\\_6776.JPG](#)☐ [IMG\\_6789.JPG](#)☐ [IMG\\_6859.JPG](#)☐ [IMG\\_6885.JPG](#)☐ [IMG\\_6902.JPG](#)☐ [IMG\\_7057.JPG](#)☐ [IMG\\_7156.JPG](#)☐ [IMG\\_8080.JPG](#)☐ [IMG\\_8099.JPG](#)☐ [IMG\\_8127.JPG](#)☐ [IMG\\_8146.JPG](#)☐ [IMG\\_8284.JPG](#)☐ [IMG\\_8307.JPG](#)☐ [IMG\\_9720.JPG](#)☐ [IMG\\_9866.JPG](#)☐ [P1066597.JPG](#)☐ [P1066799.JPG](#)

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**STAFF REPORT**  
**ICE RINK OPERATING AGREEMENT**

**Date:** July 7, 2025

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

**Author:** Julie A. Schmelzer

Attached is the village's first draft of the proposed Operating Agreement with the Friends of the Ice Rink group.

## **AGREEMENT BETWEEN THE VILLAGE OF SISTER BAY & THE FRIENDS OF SISTER BAY ICE RINK, INC.**

**THIS AGREEMENT** is made and entered into by and between the VILLAGE OF SISTER BAY, a public body corporate and politic, duly created under the laws of the State of Wisconsin (the "Village"), and the FRIENDS OF SISTER BAY ICE RINK, INC., a Wisconsin non-stock non-profit corporation (the "Operator").

### **RECITALS**

**WHEREAS**, pursuant to the provisions of Section 61.34(1) of the Wisconsin Statutes the Village has the authority and power to act for the government of the Village and for its peace and good order as well as its health, safety, welfare and convenience; and,

**WHEREAS**, the Operator, among other things, is to provide the public a recreated ice rink on land it leases from the Village and provide oversight of the daily operations thereof; and,

**WHEREAS**, the Village is willing to fund certain ice rink operations in exchange for the Operator recreating the ice rink and managing the operation of the recreated ice rink, its staff, and daily operations.

**NOW, THEREFORE**, the Parties hereto, by their respective authorized agents and representatives, do hereby agree in and to the following:

### **ARTICLE I: TERM AND TERMINATION**

**Section 1.1-Term:** The term of this Agreement shall be for a period commencing as of the effective date of signature hereof and ending December 31, 2035. If the adjacent warming house is reconstructed prior to December 31, 2035, a new Agreement shall be negotiated.

**Section 1.2 - Renewal:** This Agreement shall not automatically renew but may be renewed upon the mutual agreement of the parties hereto.

**Section 1.3 - Termination:** This agreement may be terminated by either party hereto at any time upon twelve (12) months written notice to the other party. No further funding will be paid by the Village to the Operator or for operations after the twelve (12) month notice period terminates.

### **ARTICLE II: OPERATIONAL ACTIVITIES**

**Section 2.1 – Village Responsibilities.** In exchange for Operator managing the reconstruction of and daily activities of the ice rink, and current warming house, the Village agrees to:

- a. Provide water, sewer, electricity, heating and internet service to the ice rink and warming house at a base level consistent with current annual expenditures in the 2025 Budget.
- b. By February 1 of each year notify the Operator, in writing, the cost to provide said services in Section 2.1.a. above for the preceding year so the Operator can reimburse the Village for the additional expenses and budget accordingly.
- c. Plow and clear snow and ice in the parking lot immediately north of the ice rink and sidewalk adjacent to the warming house.
- d. Supply cleaning supplies and toiletry items for the restrooms, said stock to be at current annual operating levels in the 2025 Budget.

- e. Pay for the disposal of refuse and recycling from daily activities.
- f. Village agrees to waive the Zoning Permit fee and any potential Site Plan Review or Development Agreement fee(s) during the reconstruction of the ice rink and future renovations to the warming house, if any.
- g. If the Village has firewood available, provide said firewood to the Operator.
- h. Coordinate with Operator on the hiring and termination of Village staff necessary for the operation of the ice rink, maintenance of the warming house, skate rentals, and concessions annually from December 1 to April 1.
- i. Provide a monetary contribution to the Operator for concession sales and rentals at current annual operating levels in the 2025 Budget. All profits are to be maintained by Operator.
- j. Assist in the promotion of events which further awareness and utilization of the ice rink by printing 11" x 17" or smaller posters.
- k. Village to assist in grant writing and fund management for improvements to the ice rink and warming house.
- l. Village to pay all associated bank fees and finance charges for funds managed by the Village; workers comp insurance, retirement, social security, medical, dental and life insurance (if selected) for eligible Village employees; property and liability insurance.
- m. Village to fund the annual audit of the ice rink, as it relates to the Village's finances.

**Section 2.2. Operator Responsibilities.** In exchange for contributions expressed in Section 2.1 above, Operator agrees:

- a. To reimburse the Village, by April 1 of each year, for any water, sewer, electricity, heating and internet service to the ice rink and warming house above the base level consistent with current annual expenditures in the 2025 Budget.
- b. Plow and clear snow from the ice rink. Operator may use a Zamboni to clear snow, at their expense. Said Zamboni must be insured, with the Village as an additional insured party. The Zamboni shall be removed from Village property by April 1 of each year and shall not be placed on Village property prior to December 1 of each year. Any damage to the parking lot caused by the Zamboni shall be repaired at Operator's expense.
- c. Ensure staff they manage clean the restrooms and other public spaces within the warming shelter.
- d. Collect refuse and recycling generated from daily activities and place in the dumpster at the Village Parks Maintenance Facility. During the reconstruction of the ice rink, the Operator is responsible for disposal of all demolition debris and shall take precautionary measures to ensure said debris does not leave the construction site.
- e. Operator agrees to pay for any state Plan Review or Building Permit fees, and, Village connection fees, if applicable.
- f. Operator agrees to abide by all laws and regulations during the reconstruction of the ice rink, and renovations to the warming house, if any, and during the daily operations thereof.
- g. Supply any necessary firewood not otherwise supplied by the Village. All firewood must be harvested in Door County.
- n. Oversee and manage Village staff hired for the operation of the ice rink, maintenance of the warming house, skate rentals, and concessions from December 1 annually to April 1 annually.
- o. Agree all volunteers at the ice rink or warming house, or at associated events, complete a Volunteer Waiver Form, said forms to be submitted to the Village Office at 2383 Maple Drive, Sister Bay, WI 54234.
- p. Purchase product and manage concession sales and rentals, including skate rentals, on behalf of the Village at current operating levels. All profits are to be maintained by Operator.
- q. Organize, promote and manage events which further awareness and utilization of the ice rink. Revenues from events, including registration fees, to be held by Operator.
- r. Make repairs and general maintenance of the ice rink.
- s. Operator agrees to continue to fundraise to ensure funds are available for the reconstruction and ongoing maintenance of the ice rink.



- t. Operator to maintain insurance and list Village as an additional insured.
- u. Operator responsible for all expenses not otherwise listed above; said expenses may be negotiated with the Village if expenses are unknown at time of signing of this Agreement.

### **ARTICLE III: INSURANCE AND INDEMNIFICATION**

**Section 3.1 - Insurance:** The Operator agrees, both generally and specifically with respect to the services to be provided herein, that it will procure and maintain insurance against such risks in such amounts as are customarily insured for such services. Such insurance shall be obtained by purchasing and maintaining in place during and for such time as it has an obligation to the Village under this Agreement a policy or policies of insurance issued by licensed and reputable insurance companies authorized and qualified to underwrite such risks. The Operator shall further require all contractors, co-sponsors of events or others with whom it may partner in connection with the promotional services to be provided hereunder, to have, maintain general liability and worker's compensation insurance coverage consistent with the nature and extent of such third party's interest and involvement in any project or event arising under this Agreement. The Operator shall name the Village of Sister Bay as "additionally insured". In turn, the Village will procure and maintain its own insurance against such risks, in such amounts as are customarily insured for such services.

### **ARTICLE IV: MISCELLANEOUS PROVISIONS**

**Section 4.1 – Amendments:** This Agreement supersedes all prior agreements. No modifications, alterations or amendments to this Agreement shall be binding upon either party hereto until such modifications, alterations or amendments is/are reduced to writing and signed by both parties hereto.

**Section 4.2 – Governing Law and Venue:** This Agreement and the rights of the parties hereunder shall be interpreted and enforced in accord with the laws of the State of Wisconsin.

**Section 4.3 – Compliance with Laws and Orders:** In providing the promotional services to be provided under this Agreement the Operator shall comply with all local, state and federal laws, ordinances and regulations.

**Section 4.4 – Notices:** Should the Agent for the Operator change, Operator has thirty (30) days to notify the Village, in writing, of the Agent change. Notice to either party shall be given in the following fashion:

**IF TO THE VILLAGE:**

VILLAGE OF SISTER BAY  
P.O. Box 769  
2383 Maple Drive  
Sister Bay, WI 54234

**IF TO THE OPERATOR:**

FRIENDS OF SISTER BAY ICE RINK, INC  
c/o Myles Dannhausen, Jr., AGENT  
1968 CTH ZZ  
Sister Bay, WI 54234

**Section 4.5 – No Third-Party Beneficiaries:** This Agreement does not create any third-party benefits to any person or entity other than the parties hereto and is solely for the consideration herein expressed.

**Section 4.6 – No Assignment:** This Agreement may not be assigned by the Operator to any third party.

**Section 6.7 – Headings:** The headings, titles or captions contained in this Agreement have been inserted only as a matter of convenience and for reference, and such captions in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

**Section 6.8 – Independent Association:** Notwithstanding any other representation, oral or written, between the parties hereto, including any and all agents or representatives thereof, the Operator is at all times hereunder acting as a free and independent Operator and not as an agent of the Village.

**Section 6.9 - No Joint Venture:** No promotional event sponsored in whole or in part by the Operator shall at any time be, or be considered, a joint venture by and between the Operator and the Village. The Village bears no responsibility in promoting the event, managing the event, or being liable for losses, injuries or damages as a result of the event.

**Section 6.10 - Entire Agreement:** This Agreement contains the entire agreement between the parties with respect to the transactions contemplated by this Agreement and matters related thereto and does hereby supersede and render null and void and of no further force or effect any and all prior Agreements, drafts of Agreements, and understandings between the parties, excepting therefrom the Land Lease dated June 17, 2025.

*[Signature page to follow]*

**IN WITNESS WHEREOF**, the parties hereto have by their duly authorized officers and representatives set their hands and affixed their seals on the date set forth by their name.

**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 Sister Bay Ice Rink, Inc**

By: \_\_\_\_\_  
Myles Dannhausen, Jr., 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:

**STAFF REPORT**  
**ICE RINK LIGHTING RETROFIT**

**Date:** July 7, 2025

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

**Author:** Julie A. Schmelzer

The committee had asked Erik to explore more efficient lighting at the sports complex. He received proposals on the ice rink, attached. Be advised though the Friends of the Ice Rink Group allegedly plan to upgrade the lights as part of their ice rink reconstruction project, so if true, we may not need to pursue the efficiency upgrade. Erik is coordinating with Myles to determine what the Friends Group is proposing.



The  
**FFHE**<sup>TM</sup>  
Series

Sports and Flood Lights





## Sports and Flood Light



PROJECT: \_\_\_\_\_

DATE: \_\_\_\_\_

TYPE: \_\_\_\_\_

PREPARED BY: \_\_\_\_\_



### KEY FEATURES

1000w Metal Halide equivalent

Mounting Options for sports and flood applications

10kV Surge Protection standard on all models

Compatible with NEMA 3/5/7 prong Twist-lock lighting controls

Networked Lighting Control option

## TECHNICAL SPECIFICATIONS

### COMPLIANCE

#### UL Listed

UL 1598, Suitable for Wet Locations

#### IESNA LM79 & LM-80 Testing

PacLights LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and LM-80.

#### DLC Qualification

Selected models of this product are on the Design Lights Consortium (DLC) Qualified Products List and are eligible for rebates from DLC Member Utilities. To view our DLC qualified products, please consult the DLC Qualified Products List at [www.design-lights.org/qpl](http://www.design-lights.org/qpl)

### OPTICAL

#### LEDs

Long-life, high-efficacy, surface-mount LEDs

#### Lifespan

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations

#### Lumen Maintenance

L90 ≥ 36,000 hours

#### Color Rendering Index

&gt;70

#### Beam

30° beam, NEMA 4, B5-U0-G3.

#### Color Uniformity

PacLights' range of Correlated Color Temperature follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2017

### OTHER

#### 5-Year Limited Warranty\*\*

The PacLights 5-year, limited warranty covers light output, driver performance and paint finish.

\*\*PacLights's warranty is subject to all terms and conditions found at [paclights.com/warranty](http://paclights.com/warranty)

### CONSTRUCTION

#### IP Rating

Ingress Protection rating of IP65 for dust and water

#### Ambient Temperature

Suitable for up to 50° C (122° F) ambient, minimum starting -40 F°/-40° C

#### Housing

Die-cast aluminum housing; stainless steel external hardware; silicone gasket.

#### EPA

1.4 ft².

#### Mounting Methods

Yoke/Trunnion (standard); 2-3/8" Slipfitter (optional), Knuckle (optional).

#### Green Technology

Mercury and UV free, and RoHS compliant.

#### Lens

Polycarbonate.

### ELECTRICAL

#### Driver(s)

Designed to last ≥50,000 hours when at allowable operating temperature  
Input Voltage: 120-277v AC (-UV models) or 220-480v AC (-HV models), 50-60 Hz  
0-10V dimming; Power Factor > 0.95; THD < 20%

#### Surge Protector

Driver - L/N-PE: 10kV, L-N: 6kV; Secondary - 10kV.

#### Control Receptacle

NEMA 7-prong twist-lock receptacle. Compatible with ANSI C136.1 3-prong twist-lock photocell, or C136.41 0-10v 5 or 7-prong twist-lock dimming controls.

#### Input Current

| Models   | Wattage | 120v | 208v | 240v | 277v | 480v |
|----------|---------|------|------|------|------|------|
| FFHE-600 | 600w    | 5.5A | 3.2A | 2.8A | 2.4A | 1.4A |
| FFHE-500 | 500w    | 4.6A | 2.6A | 2.3A | 2.0A | 1.1A |
| FFHE-400 | 400w    | 3.7A | 2.1A | 1.8A | 1.6A | 0.9A |

## ORDERING INFORMATION

## FFHE™

| FAMILY | MODEL | INPUT VOLTAGE | CCT | BEAM | MOUNTS | OTHER |
|--------|-------|---------------|-----|------|--------|-------|
| FFHE   | MODEL | VOLTAGE       | CCT | BEAM | MOUNTS | OTHER |

## EXAMPLE

FFHE-600-UV-50-D3-TM

FFHE-600-UV-50-D3-KM-VS

FFHE-600-HV-40-D3-SF-PS-VS

## MODEL

\* MUST SELECT ONE

| CODE | LUMEN PACKAGE | WATTAGE |
|------|---------------|---------|
| 600  | 84,000        | 600w    |
| 500  | 70,000        | 500w    |
| 400  | 56,000        | 400w    |

## INPUT VOLTAGE

\* MUST SELECT ONE

| CODE | INPUT VOLTAGE |
|------|---------------|
| UV   | 120-277v      |
| HV   | 220-480v      |

## CCT

\* MUST SELECT ONE

| CODE | CRI  | CCT   |
|------|------|-------|
| 50   | > 70 | 5000K |
| 40   |      | 4000K |

## BEAM

\* MUST SELECT ONE

| CODE | BEAM        |
|------|-------------|
| D3   | 30°, NEMA 4 |

## MOUNTS (see page 5 &amp; 7)

\* MUST SELECT ONE

| CODE | PARTS SKU    | TYPE                                         | INSTALL |
|------|--------------|----------------------------------------------|---------|
| TM   | - INCLUDED - | Trunnion/Yoke Bracket                        | FACTORY |
| KM   | AC-FHE-KM    | Knuckle Bracket                              | FIELD   |
| SF   | AC-FHE-SF    | Slipfitter Bracket for standard 2-3/8" tenon |         |

## OTHER

\* LEAVE BLANK, or SELECT ONE or MORE (connect with "-")

## Control (see page 6)

| CODE | PARTS SKU     | TYPE                                  | FEATURES                                                                                                                                                                         | INPUT VOLTAGE | COMPATIBLE | INSTALL |
|------|---------------|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------|---------|
| PS   | SE-TLP277     | Twist Lock Standalone Control         | ON/OFF Photocell Sensor                                                                                                                                                          | 120-277v      | UV models  | FIELD   |
|      | SE-TLP480     |                                       |                                                                                                                                                                                  | 220-480v      | HV models  |         |
| DL   | SE-TLP277DLH  |                                       | Daylight Dimming Photocell Sensor                                                                                                                                                | 120-277v      | UV models  |         |
|      | SE-TLP480DLH  |                                       |                                                                                                                                                                                  | 220-480v      | HV models  |         |
| DM   | SE-TLP277DLM  |                                       | Daylight and Mid-night Dimming Photocell Sensor                                                                                                                                  | 120-277v      | UV models  |         |
|      | SE-TLP480DLM  |                                       |                                                                                                                                                                                  | 220-480v      | HV models  |         |
| SYW  | SE-SY-TL7-HVG | Twist Lock Wireless Networked Control | Synapse® wireless <sup>1</sup> intelligent On/Off switching, dimming, built in Photocell, Power Monitoring and GPS. Optional: Dynamic Behaviors <sup>2</sup> for Sports Lighting | 110-480v      | All models |         |

<sup>1</sup> Central Base Station (CBS) wireless site controller required, purchase separately, see Synapse® documents<sup>2</sup> Dynamic Behaviors licenses required, purchase separately, not all features available, contact sales

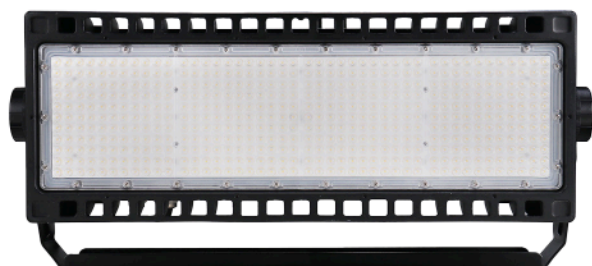
## Glare Shield (see page 6)

| CODE | PARTS SKU | TYPE                 | INSTALL |
|------|-----------|----------------------|---------|
| VS   | AC-FHE-VS | Visor / Glare Shield | FIELD   |



## PERFORMANCE

|                             | Models   | Lumen Package | Wattage | CCT   | Lumen Output | LPW |
|-----------------------------|----------|---------------|---------|-------|--------------|-----|
| Delivered Lumens,<br>70 CRI | FFHE-600 | 84,000        | 600w    | 4000K | 84,600       | 141 |
|                             |          |               |         | 5000K | 85,800       | 143 |
|                             | FFHE-500 | 70,000        | 500w    | 4000K | 70,500       | 141 |
|                             |          |               |         | 5000K | 71,500       | 143 |
|                             | FFHE-400 | 56,000        | 400w    | 4000K | 56,400       | 141 |
|                             |          |               |         | 5000K | 57,200       | 143 |



## DLC CHART

Selected models of this product are on the Design Lights Consortium (DLC) Qualified Products List and are eligible for rebates from DLC Member Utilities. To view our DLC qualified products, please consult the DLC Qualified Products List at [www.designlights.org/qpl](http://www.designlights.org/qpl)

DLC Primary use designation: Architectural Flood and Spot Luminaires



| MODEL#                  | CLASS   | DLC PRODUCT ID |
|-------------------------|---------|----------------|
| FFHE-500-HV-40-Dx-cdefP | Premium | S-KTP5DS       |
| FFHE-500-HV-50-Dx-cdefP | Premium | S-R3KDQN       |
| FFHE-500-UV-40-Dx-cdefP | Premium | S-NQ401X       |
| FFHE-500-UV-50-Dx-cdefP | Premium | S-YX3GKH       |
| FFHE-600-HV-40-Dx-cdefP | Premium | S-0H88DN       |
| FFHE-600-HV-50-Dx-cdefP | Premium | S-CXHY5V       |
| FFHE-600-UV-40-Dx-cdefP | Premium | S-RHXPVP       |
| FFHE-600-UV-50-Dx-cdefP | Premium | S-46TQ53       |



## STANDARD FEATURES

## Secondary Surge Protector



SECONDARY  
SURGE PROTECTOR

Secondary 10kV surge protector can act as the second line of defense, in addition to the LED driver's integrated lightning arrester.

## NEMA Twist-lock Controls Compatible

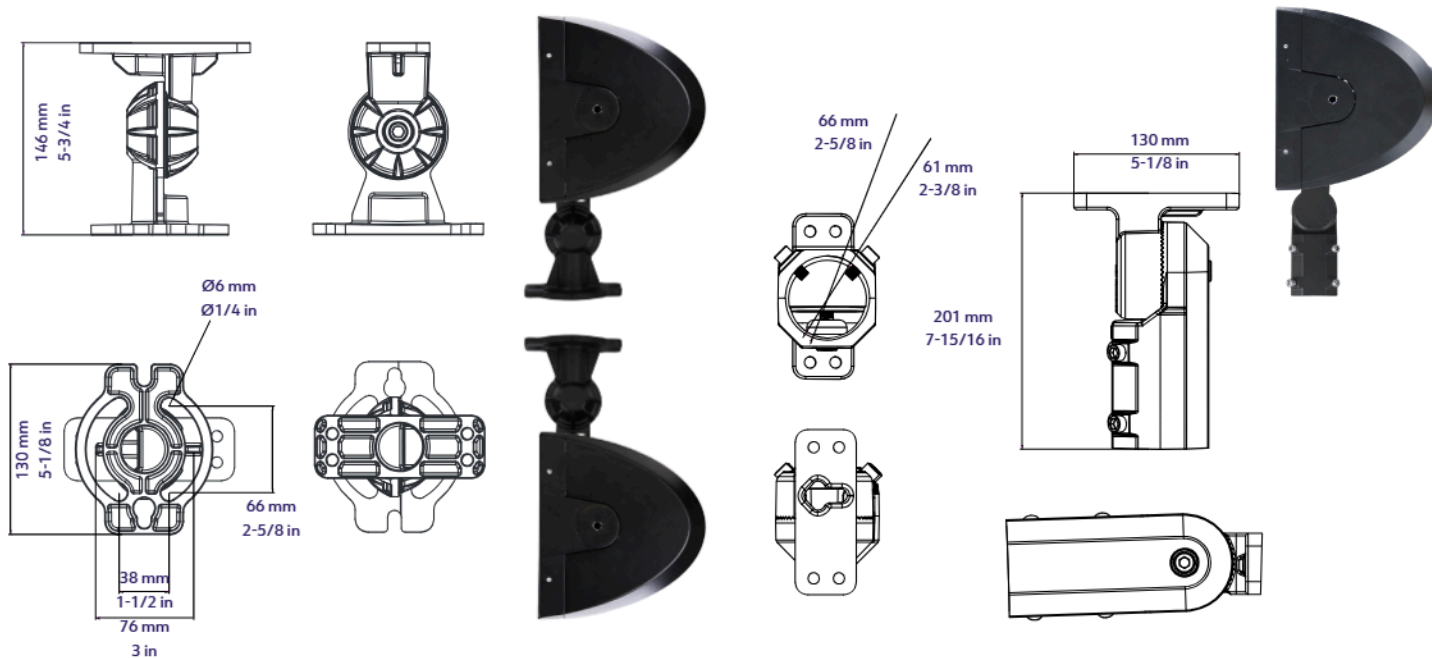


CONTROLS  
COMPATIBLE

Pre-installed with NEMA 7-prong twist-lock receptacle. Compatible with ANSI C136.1 3-prong twist-lock photocell, or C136.41 0-10v 5 or 7-prong twist-lock dimming controls.



Yoke/Trunnion (standard: -TM)



## CONTROL Options

### Standalone NEMA Twist-lock Photocell Sensors (option: -PS/-DL/-DM)

PacLights advanced electronic **SE-TLP Series** Photocontrol provides a unique, durable, and multi-volt control especially designed for 15 years of operation. It utilises inter-locking base/cap design for excellent environmental housing. High temperature base material, along with a UV stabilised, opaque housing ensure our control will last years without degradation. PacLights uses a process of IR filtering a phototransistor which in turn gives a human eye response along with long-term, drift free light sensing for the life of the control.



- Multi-volt options (120-277v, 480v)
- Daylight On/Off function (option: -PS)
- Daylight harvesting function (option: -DL)
- Mid-Night dimming function (option: -DM)
- High-temperature components
- MOV surge protection
- Meets or exceeds ANSI C136.10

for detail refer to **SE-TLP Series** specification

### Networked Lighting Control (option: -SYW)



Synapse SimplySnap Network Lighting Controls (NLC) offer Luminaire Level Lighting Control (LLLC) based on IEEE 802.15.4 Mesh Networking of Luminaires. Individual addressability enables luminaires to be communicated with each other within the network. Luminaires can be grouped and controlled by using a web app via the connected Central Base Station (CBS). Scheduling, scene and sensors can be added for automation among the lights within the zone/group.

The **TL7-HVG** is an intelligent SimplySnap wireless lighting controller designed for high voltage applications. Each TL7-HVG provides intelligent On/Off switching, dimming, external sensor input, highly accurate power metering, GPS, Tilt (optional) and status monitoring of lighting fixtures.



TL7-HVG

The **Central Base Station (CBS)** site controller serves as the heart of the SimplySnap solution. This network edge appliance provides quick browser-based access and local control of smaller systems with hundreds of devices. Each SimplySnap system includes a variety of Synapse-enabled devices that communicate with each other and the CBS to form a local mesh network. The CBS monitors, controls, and automates critical devices to save energy across different types of systems. For managing larger sites or multiple locations, optional SimplySnap cloud applications are available to consolidate multiple site controllers into a single user interface for integrated management across installations with thousands of devices.



Central Base Station (CBS)

**DYNAMIC BEHAVIORS** is optional separately purchased/licensed feature enables SimplySnap users to produce stunning lighting effects such as Paparazzi, Sparkle, Random etc.

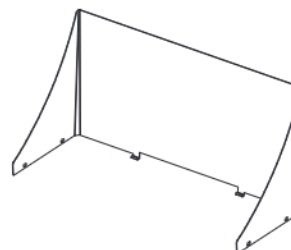
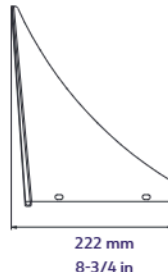
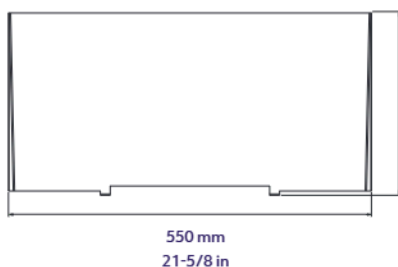
## GLARE SHIELD Option

### Visor

For residential, tourist and conservation areas, facilities must be able to install lighting systems that avoid unwanted illumination onto adjacent properties.

PacLights engineered optical systems include visor that control light and distribute it on the task at hand to limit light trespass. This allows facilities to install luminaires and poles where they are needed for maximum effectiveness.

The visor of the FFHE can be installed on either side of the fixture, depending on specific requirements.



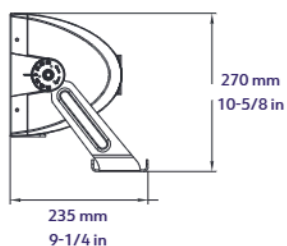
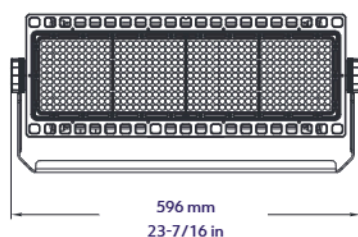
## DIMENSIONS

Weight: 35 lbs  
EPA: 1.4

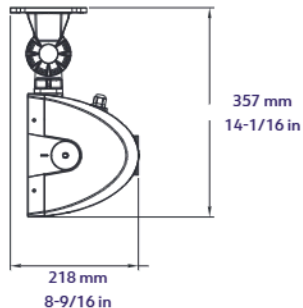
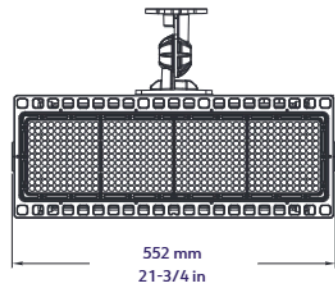
## FINISHES

all models    black

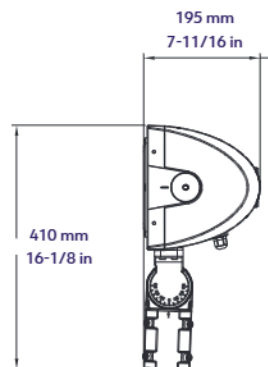
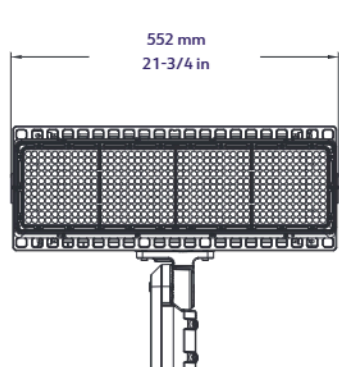
Yoke/Trunnion (standard: -TM)



Knuckle (option: -KM)



Slipfitter (option: -SF)



# LIGHTING RETROFIT PROPOSAL

Prepared for  
**Eric Linczmaier**  
**Ice Rink Lighting LED Upgrade**

## Site Information

Name: Village of Sister Bay  
Address: 2155 Autumn Ct  
Sister Bay WI 54234

Proposal Date

June 02, 2025

Proposal Expires

July 02, 2025



Mark Wright  
Sales Representative  
920-655-2468ex102  
mwright@ncledlighting.com



## Executive Summary

### Project Costs

|                      |          |
|----------------------|----------|
| Total Project Cost   | \$23,871 |
| Sales Tax            | \$0      |
| Incentives/Rebates   | \$0      |
| Turnkey Project Cost | \$23,871 |

### Financial Metrics

|                         |            |
|-------------------------|------------|
| Payback Period (yrs)    | NA         |
| Avg. Annual Return      | 2%         |
| 10 Yr Operating Savings | \$3,874    |
| Net Present Value       | \$(20,969) |

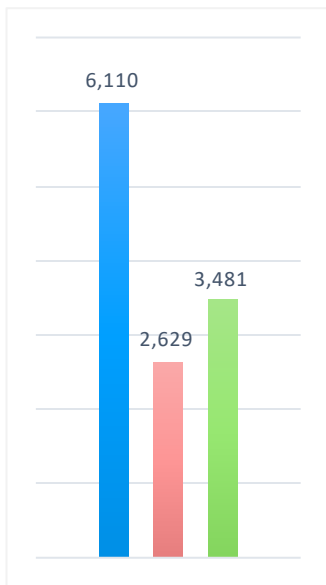
### Cost of Waiting

|                         |       |
|-------------------------|-------|
| Postpone for one month  | \$32  |
| Postpone for six months | \$194 |
| Postpone for one year   | \$387 |

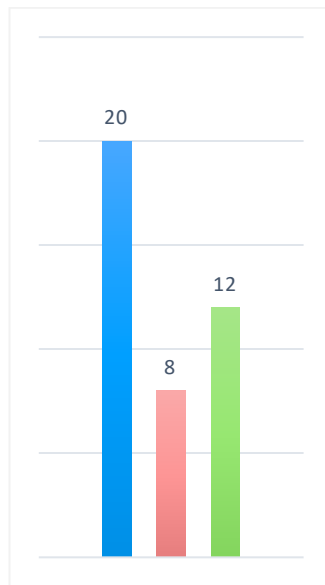
### Assumptions

|                              |        |
|------------------------------|--------|
| Energy Rate (\$/kWh)         | 0.1000 |
| Annual Utility Rate Increase | 0.00%  |
| Discount Rate                | 6.00%  |

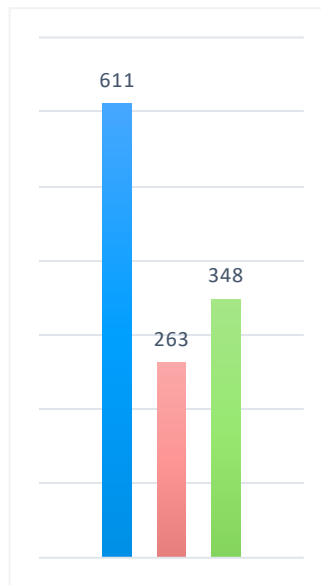
### Usage (kWh)



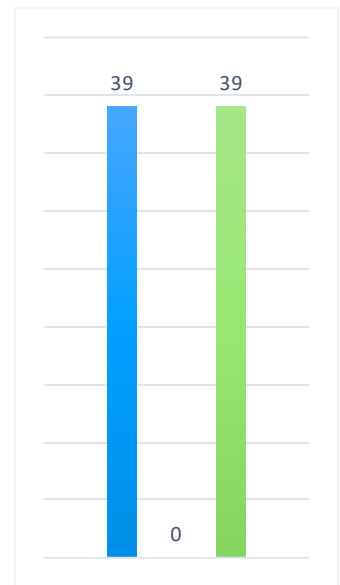
### Demand (kW)



### Energy Cost (\$)



### Maintenance Cost (\$)



Current Proposed Savings



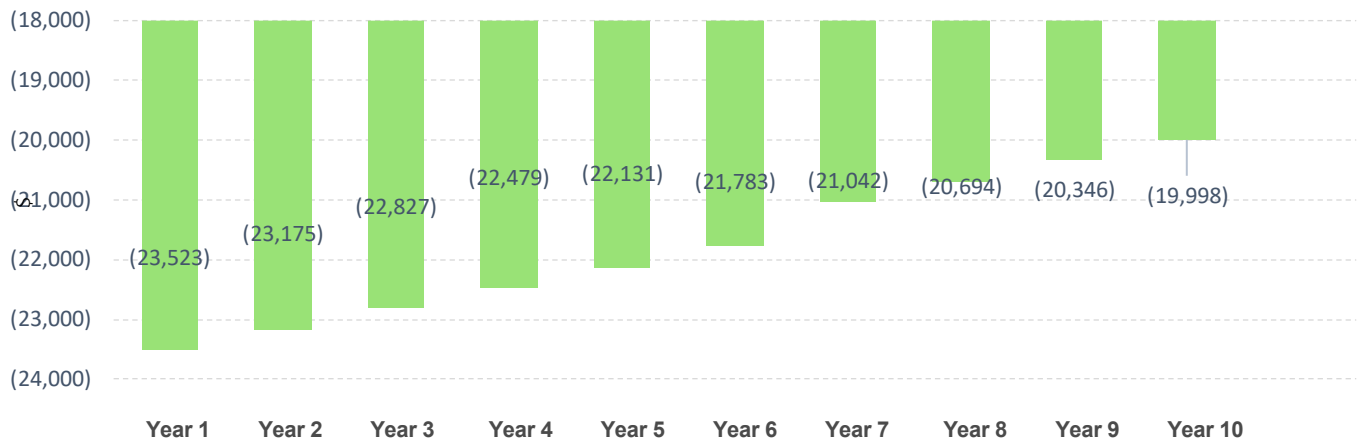
### Impact of New Lighting

|                                 |      |
|---------------------------------|------|
| Energy Reduction                | 57%  |
| Avg. Annual Maintenance Savings | 100% |
| Avg. Annual Operating Savings   | 60%  |

### Aggregate Operating Savings

| Saving Area | Year 1 | Year 5  | Year 10 |
|-------------|--------|---------|---------|
| Energy      | \$348  | \$1,740 | \$3,481 |
| Maintenance | \$0    | \$0     | \$393   |
| Total       | \$348  | \$1,740 | \$3,874 |

### Aggregate Cash Flow Over Ten Years



### Itemized Cash Flow

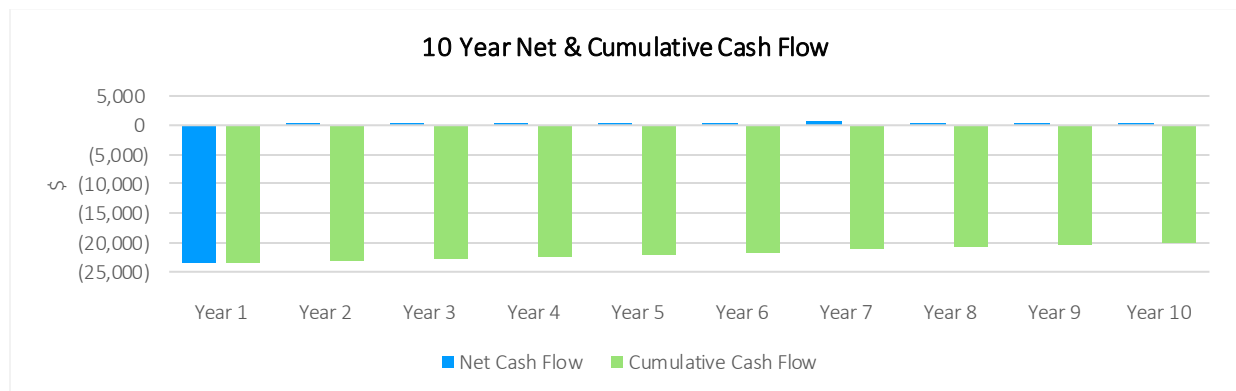
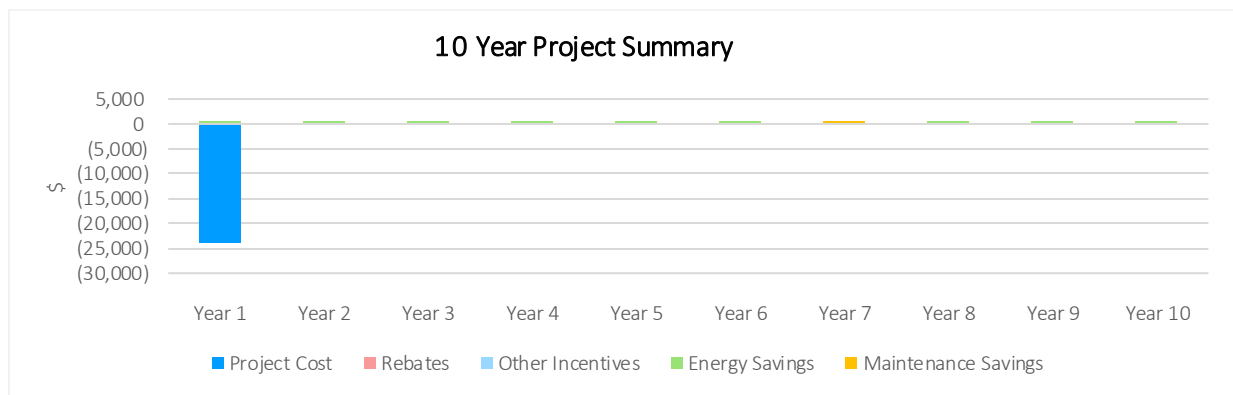
|                     | Year 1     | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 |
|---------------------|------------|--------|--------|--------|--------|--------|--------|--------|--------|---------|
| Project Cost        | \$(23,871) | -      | -      | -      | -      | -      | -      | -      | -      | -       |
| Energy Savings      | \$348      | \$348  | \$348  | \$348  | \$348  | \$348  | \$348  | \$348  | \$348  | \$348   |
| Maintenance Savings | \$0        | \$0    | \$0    | \$0    | \$0    | \$0    | \$393  | \$0    | \$0    | \$0     |
| Net Cash Flow       | \$(23,523) | \$348  | \$348  | \$348  | \$348  | \$348  | \$741  | \$348  | \$348  | \$348   |

## Cash Flow

We understand that finalizing a project like this often takes time. However, each day you delay your upgrade, you are missing out on the opportunity to reduce your operating expenses. As shown below, the lost opportunity continues to compound over time.

### 10 Year Cash Flow Analysis

|                     | Year 1     | Year 2     | Year 3     | Year 4     | Year 5     | Year 6     | Year 7     | Year 8     | Year 9     | Year 10    | Total      |
|---------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|
| Project Cost        | \$(23,871) | -          | -          | -          | -          | -          | -          | -          | -          | -          | \$(23,871) |
| Energy Savings      | \$348      | \$348      | \$348      | \$348      | \$348      | \$348      | \$348      | \$348      | \$348      | \$348      | \$3,481    |
| Maintenance Savings | \$0        | \$0        | \$0        | \$0        | \$0        | \$0        | \$393      | \$0        | \$0        | \$0        | \$393      |
| Net Cash Flow       | \$(23,523) | \$348      | \$348      | \$348      | \$348      | \$348      | \$741      | \$348      | \$348      | \$348      | \$(19,998) |
| Cum Cash Flow       | \$(23,523) | \$(23,175) | \$(22,827) | \$(22,479) | \$(22,131) | \$(21,783) | \$(21,042) | \$(20,694) | \$(20,346) | \$(19,998) | \$(19,998) |

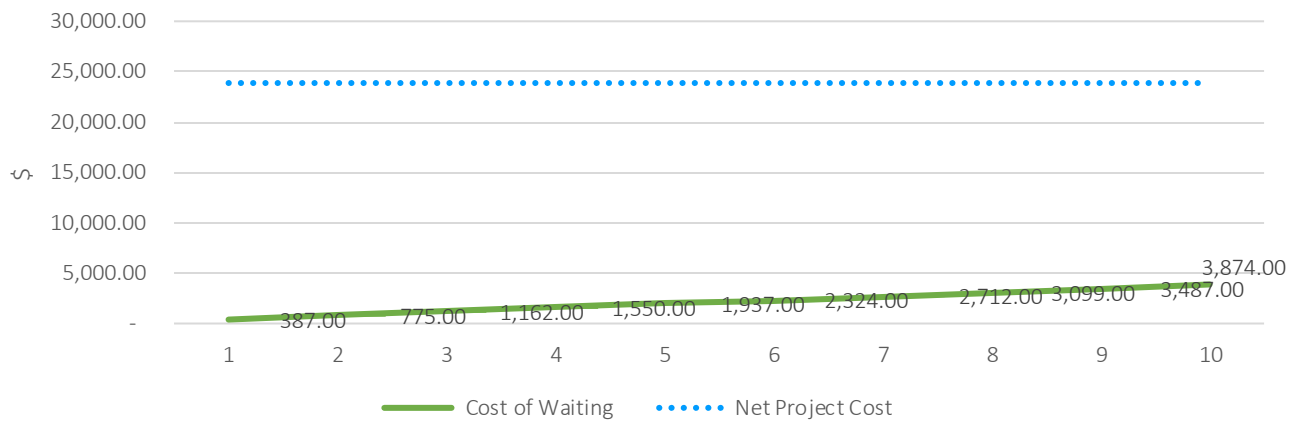




## Cost Of Waiting

The cost of waiting shows the amount of cash your company will be losing if you delay the proposed lighting upgrade.

| Monthly | Yearly | 10 Years |
|---------|--------|----------|
| \$32    | \$387  | \$3,874  |



*Cost of waiting includes energy savings and maintenance savings applied as an average annual amount over a 10 year analysis period*



## Energy Usage

The following set of information evaluates your current energy usages and costs and compares that to the projected energy usage and costs your facility will see after the proposed lighting upgrade.

### Annual Energy Usage

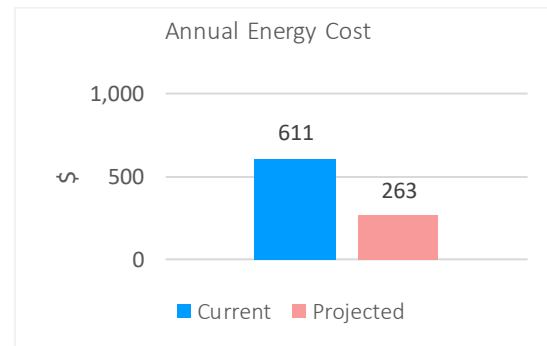
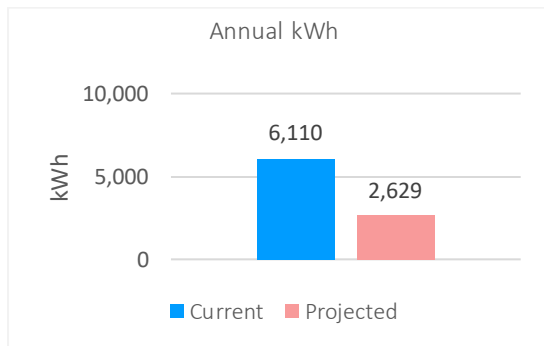
| Current Usage (kWh) | Projected Usage (kWh) | Reduction | Current Cost | Projected Cost | Financial Savings | Percent Saved |
|---------------------|-----------------------|-----------|--------------|----------------|-------------------|---------------|
| 6,110               | 2,629                 | 57%       | \$611        | \$263          | \$348             | 57%           |

1. Energy cost = \$0.1000/kWh; Annual energy cost escalation = 0.00%
2. Energy costs are averaged over 10 year analysis period
3. Projected Usage (kWh) includes savings from controls if applicable

### Annual Energy Usage Reduction

| Current Usage (kWh) | Projected Usage (kWh) | Reduction (kWh) | Reduction |
|---------------------|-----------------------|-----------------|-----------|
| 6,110               | 2,629                 | 3,481           | 57%       |

### Energy Comparison



1. Energy Cost = \$0.1000/kWh; Annual energy cost escalation = 0.00%
2. Energy costs are averaged over 10 year analysis period



## Watts Summary

| Existing Watts | Proposed Watts | Reduced Watts | Reduction |
|----------------|----------------|---------------|-----------|
| 19,520         | 8,400          | 11,120        | 57%       |

*The calculations in this table take into account the existing fixtures that are being replaced, upgraded, and/or have new lighting controls being proposed for them*



## Upgrade Analysis

### Fixture Replacement by Space

#### Sport Complex

| Space    | Existing Fixture                              | Qty | Proposed Solution                                                                    | Qty |
|----------|-----------------------------------------------|-----|--------------------------------------------------------------------------------------|-----|
| Ice Rink | Area Light/Light Emitting Diode/100.0W/1 Lamp | 2   | Part No: 600 Watt Knuckle Mt Sport Light w Visor Sport Light/LED/Visor/Knuckle Mount | 2   |
| Ice Rink | Area Light/Metal Halide/1500.0W/1 Lamp        | 12  | Part No: 600 Watt Knuckle Mt Sport Light w Visor Sport Light/LED/Visor/Knuckle Mount | 12  |



## Appendix

### Financial Assumptions

|                             |                   |
|-----------------------------|-------------------|
| Analysis Period (Years)     | 10                |
| Payback Calculation Method  | Cash Flow Payback |
| Cost of Capital             | 6.00%             |
| Average Cost of Electricity | 0.1000 \$/kWh     |
| Annual Energy Inflation     | 0.00%             |
| Annual Material Inflation   | 0.00%             |
| Annual Service Inflation    | 0.00%             |
| Product Tax Rate            | 0.00%             |
| Service Tax Rate            | 0.00%             |

### Schedules

| Schedule Name     | Hours/Week | Hours/Year |
|-------------------|------------|------------|
| 4 day             | 28         | 1,460      |
| 500               | 10         | 500        |
| 6 week            | 6          | 313        |
| Continuous (24x7) | 168        | 8,760      |
| Dusk to Dawn      | 84         | 4,380      |
| Weekdays (9-6)    | 45         | 2,346      |

## STAFF REPORT

### eBIKE VENDOR SHED AND CONTRACT

**Date:** July 7, 2025

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

**Author:** Julie A. Schmelzer

This spring we approved Peninsula Kayak leasing kayaks and giving lessons at Waterfront Park. We asked if they could rent eBikes, and the vendor said if we were interested, they'd order some. The only item of concern/further discussion was a shed they proposed for the storage of the bikes. April Minutes read,

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

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

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

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

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

*charge the e-bikes satisfies the provisions of the State Electrical Code. Motion carried – All ayes.*

The committee had a walking tour scheduled for May 5 to look at the proposed shed location, but it was rescheduled to June 16. During the June walking tour, the committee discovered the shed was already onsite, and in violation of setbacks. And, it was a metal shed, and the village only allows wooden sheds. The matter was referred to the Plan Commission since they would be able to determine if a setback waiver could be given. The Plan Commission didn't appear to have an issue with the setback, but they felt they could not approve the shed over concern allowing a metal shed would set a precedent. The request was denied.

I wrote the vendor explaining the shed would have to be removed, and he told me he actually submitted a photo of the shed to a committee member, in its current location, on April 7, so he was proceeding in good faith that his shed had been approved. He did not know there was an issue until he heard from me after the Plan Commission meeting.

He asked if he could leave the shed there through the holiday, and I said yes, and also told him he could leave it there until we knew what transpires at the July 7 meeting of the committee. He is willing to replace the metal shed with a wood shed.

1. Does the committee still want Mr. Geitner to rent eBikes?
2. A new contract is required just for the eBikes (the original vendor contract did not include the eBikes).
3. Do we still want a contract to include 10% of the sales, but since it is operating in violation, make the date retroactive to April 7, which is when the shed appeared at the park?
4. Do we support forwarding a contract to the Board in July pending a Plan Commission setback waiver? Doing so would avoid him going to Plan Commission first (July 23) and then Board (August 19), and instead allow the matter to be resolved in July.
5. Do we support the shed being left in its current location until the Plan Commission can discuss the setback waiver, and after that date, assuming the request is approved, the metal shed be replaced with a wood shed, and relocated?

## STAFF REPORT

### USPS LEASE

**Date:** July 7, 2025

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

**Author:** Julie A. Schmelzer

In June the committee discussed the proposed USPS lease. Minutes read,

#### **e. Post Office; Lease Renewal**

The post office lease for the property at 10685 N Bay Shore Dr. is due for renewal. The procedure for renewal has changed, and a brokerage commission is now part of the lease price. Per the postal service, the lease amount cannot exceed \$25,000, which includes a 4% commission to their broker. The term of the lease would be five years.

Bhirdo was in favor of raising the annual fee to \$25,000, and the renewal option be removed at Section 4 and made the following motion:

*A motion was made by Bhirdo, seconded by Laszkiewicz to recommend to the Village Board that a lease with the United States Postal Services for the property located at 10685 N Bay Shore Dr. be approved as presented with a cap of \$25,000 including the brokerage fee.*

Bell was not in favor of accepting the lease with a limit of \$25,000 as dictated by the USPS, and felt this was a negotiable point.

After further discussion, the committee requested that Schmelzer ask the USPS for more information on their reasons for a lease with a “not-to-exceed” amount.

*A motion was made by Bhirdo, seconded by Laszkiewicz to rescind their prior motion. Motion carried – all ayes.*

Attached is the response from the leasing agent, as well as the lease, should the committee opt to forward it to the Board for approval.

**From:** Julie Schmelzer  
**Sent:** Wednesday, June 4, 2025 10:42 AM  
**To:** Tunney, Graham  
**Subject:** RE: USPS Renewal - WI, Sister Bay

Graham,

Our committee reviewed the lease and had questions. Why is it capped at \$25,000? Including the commission, it doesn't allow us to increase the rent.

Are all post offices capped at \$25,000? How does that work – is it based on square footage, location, etc.?

Julie

**From:** Tunney, Graham  
**Sent:** Thursday, June 5, 2025 3:14 PM  
**To:** Julie Schmelzer  
**Subject:** RE: USPS Renewal - WI, Sister Bay

Julie,

The lease that we use titled “Not to Exceed \$25K” is a separate lease than the lease used for higher rental rates. This lease document carries less requirements. The two main components are less maintenance requirements and no insurance is required. We have conducted a market rent analysis to determine what other properties are receiving. If you would like an increase from what we are offering we would need valid comps of other Post Offices or retail facilities within 25 miles that are receiving your asking rent. Please find Postal's parameters below:

- The leases must either have been signed within the past two years or be asking rents
- The properties are ideally located within 25 miles and must be in a town that is similar
- The square footage of the leased or available space must be within 30% of the interior space leased to the USPS
- The fair market value is determined based on rent/square foot and the interior space used by the USPS.

If you have any questions about this please let me know.

Best,

**Graham Tunney**  
 Transaction Manager  
 JLL  
 2020 K St NW, Suite 1100  
 Washington, DC 20006  
 T +1 (202)719-5663





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

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

County: Door  
Lease: Q90000848511

**Exhibit B**

Parking Area  
(If Applicable)

**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 C****Premises Area**

| <b>Lease Defined Space Measurements</b> | <b>Sq ft</b> |
|-----------------------------------------|--------------|
| 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



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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



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**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



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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](http://www.usps.com).

Clause 1-5, Gratuities or Gifts

Clause 1-6, Contingent Fees

Clause 9-3, Davis-Bacon Act<sup>1</sup>

Clause 9-7, Equal Opportunity<sup>2</sup>

Clause 9-13, Equal Opportunity for Workers with Disabilities<sup>3</sup>

Clause 9-14, Equal Opportunity for VEVRAA Protected Veterans<sup>4</sup>

Clause 9-16, Employer Reports on Employment of Protected Veterans<sup>4</sup>

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."

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- <sup>1</sup> For premises with net interior space in excess of 6,500 SF.
  - <sup>2</sup> For leases aggregating payments of \$10,000 or more.
  - <sup>3</sup> For leases aggregating payments of \$10,000 or more.
  - <sup>4</sup> For leases aggregating payments of \$25,000 or more.



## Maintenance Rider Landlord Responsibility

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



## Maintenance Rider Landlord Responsibility

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

County: Door  
Lease: Q90000848511

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



## Maintenance Rider Landlord Responsibility

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

County: Door  
Lease: Q90000848511

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 untenantable 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

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

County: Door  
Lease: Q90000848511

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.



# Utilities and Services Rider

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

County: Door  
 Lease: Q90000848511

## 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.

**STAFF REPORT**  
**CROP AGREEMENT - WILTSE**

**Date:** July 7, 2025

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

**Author:** Julie A. Schmelzer

Annually we lease our farmland to farmers. The lease ensures the land is not left fallow and we are supporting local farmers. See attached land lease.

## **ORCHARD AGREEMENT**

This ORCHARD AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Village of Sister Bay (the "Landowner"), and Seaquist Orchards, LLC, a Limited Liability Company (the "Operator").

Landowner, lets and demises to Operator for a one (1) year term, beginning on April 1, 2025, and ending on April 1, 2026, the cherry orchard located on the real estate described in Exhibit "A" hereto which is incorporated herein.

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

### **SECTION 1. PAYMENT**

In consideration of the use of the property and crops harvested thereon, the Landowner shall charge the Operator an annual sum of \$500, payable to the Village of Sister Bay within ten (10) days of the signing of this Orchard Agreement. The total value of the harvested crop will be the property of Seaquist Orchards, LLC. It is also understood that Landowner's family has the right to pick a reasonable amount of cherries for their personal use at no charge to the Landowner.

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

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

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

Operator agrees that at the expiration of this Agreement or any extension thereof, Operator will surrender peaceful possession of the described property to the Landowner. Landowner reserves the right to request early termination of this Agreement, provided the harvest season has been completed.

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

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

### **SECTION 5. CARE OF ORCHARD**

Operator agrees, at all times during the term of this Agreement, to properly and timely cultivate, fertilize, prune and spray, and in general, care for the trees and orchard upon the described property in a first-class, husbandry-like manner and in accordance with the accepted standards of horticulture prevailing in the district.



## **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.

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. USE OF CHEMICALS FOR SPRAY AND FERTILIZER**

Operator agrees to use recommended chemicals and sprays in recommended amounts for fertilizing and spraying the trees on the demised premises.

## **SECTION 8. 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, 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 9. ACCESS TO PROPERTY**

Operator shall be entitled to access to the property described in Exhibit "A" hereto from the public roadways near same so as to provide ingress and egress to said property.

## **SECTION 10. 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 11. 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 12. 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 13. BINDING EFFECT**

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

#### **SECTION 14. MEDIATION AND ARBITRATION**

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.

In the event that the mediation is unsuccessful in resolving the claims or disputes between the parties, then such claims or disputes shall be decided by binding arbitration in accordance with the Arbitration Rules of the American Arbitration Association unless the parties hereto mutually agree otherwise; the demand for arbitration should be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Any decision or award by the arbitrator may be enforced in Door County Circuit Court pursuant to statute and the guidelines of the American Arbitration Association. Should either party hereunder prevent the other party from carrying on its obligations hereunder and cause said other party damages as a result thereof such other party shall be entitled to an award of damages through the arbitration procedure described above.

Notwithstanding anything to the contrary herein, the Landowner, upon breach of this Agreement by Seaquist Orchards, LLC, may exercise their rights of re-entry and/or repossession of the premises

along with any other equitable or legal remedies available to them. The arbitration provision shall apply to damages only, and not to repossession or re-entry.

**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 \_\_\_\_\_, 20\_\_\_\_, 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:**

**Seaquist Orchards, LLC**

By: \_\_\_\_\_  
James Seaquist, Member

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-named James Seaquist, to me known to be the persons 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 outlined in red on portions of Parcel 181-00-04312831Q. Area is approximately 16 acres.)*



**STAFF REPORT**  
**CROP AGREEMENT - LOGERQUIST**

**Date:** July 7, 2025

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

**Author:** Julie A. Schmelzer

Annually we lease our farmland to farmers. The lease ensures the land is not left fallow and we are supporting local farmers. See attached land lease.

## **CROP AGREEMENT**

This CROP AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Village of Sister Bay (the "Landowner"), and Robbie Schopf, a hay farmer in the Sister Bay area (the "Operator").

Landowner, lets and demises to Operator for a four month term, beginning on June 1, 2025, and ending on September 30, 2025, the hayfield located on the real estate described in Exhibit "A" hereto which is incorporated herein.

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

### **SECTION 1 PAYMENT**

In consideration of the use of the property and crops harvested thereon, the Landowner shall charge the Operator an annual sum of \$200, payable to the Village of Sister Bay within ten (10) days of the signing of this Crop Agreement. The total value of the harvested crop will be the property of the Operator.

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

A renewal of this Agreement upon expiration will be by mutual consent of both parties in three month increments, subject to the terms and conditions of this Agreement, and on the same terms expressed in this Agreement.

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

Operator agrees that at the expiration of this Agreement or any extension thereof, Operator will surrender peaceful possession of the described property to the Landowner. Landowner reserves the right to request early termination of this Agreement, provided the harvest season has been completed.

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

Landowner agrees to pay all taxes and assessments for the demised premises, as applicable.

### **SECTION 5 CARE OF HAYFIELD**

Operator agrees, at all times during the term of this Agreement, to properly and timely care for the hayfield upon the described property in a first-class, husbandry-like manner and in accordance with the accepted standards of horticulture prevailing in the district.

### **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.

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 USE OF CHEMICALS FOR SPRAY AND FERTILIZER**

Operator agrees to use only the recommended nutrient management applications on the demised premises.

#### **SECTION 8 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, 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 9 ACCESS TO PROPERTY**

Operator shall be entitled to access to the property described in Exhibit "A" hereto from the public roadways near same so as to provide ingress and egress to said property.

#### **SECTION 10 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 11 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 12 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 13 BINDING EFFECT**

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

#### **SECTION 14 MEDIATION AND ARBITRATION**

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.

In the event that the mediation is unsuccessful in resolving the claims or disputes between the parties, then such claims or disputes shall be decided by binding arbitration in accordance with the Arbitration Rules of the American Arbitration Association unless the parties hereto mutually agree otherwise; the demand for arbitration should be made within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. Any decision or award by the arbitrator may be enforced in Door County Circuit Court pursuant to statute and the guidelines of the American Arbitration Association. Should either party hereunder prevent the other party from carrying on its obligations hereunder and cause said other party damages as a result thereof such other party shall be entitled to an award of damages through the arbitration procedure described above.



Notwithstanding anything to the contrary herein, the Landowner, upon breach of this Agreement by Robbie Schopf, may exercise their rights of re-entry and/or repossession of the premises along with any other equitable or legal remedies available to them. The arbitration provision shall apply to damages only, and not to repossession or re-entry.

**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 \_\_\_\_\_, 20\_\_\_\_, the above-named **Nate Bell**, to me known to be the persons who executed the foregoing instrument and have acknowledged the same.

State of Wisconsin }  
County of Door }

\_\_\_\_\_  
Notary Public:  
My commission expires: \_\_\_\_\_

**Operator:**  
**Robbie Schopf**

By: \_\_\_\_\_  
Robbie Schopf, Farmer

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-named **Robbie Schopf**, to me known to be the persons 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 shown in green below on portions of Parcel 018-01-09312822A. Area is approximately 36 acres.)*



**STAFF REPORT**  
**BINOCULAR PROPOSAL**

**Date:** July 7, 2025

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

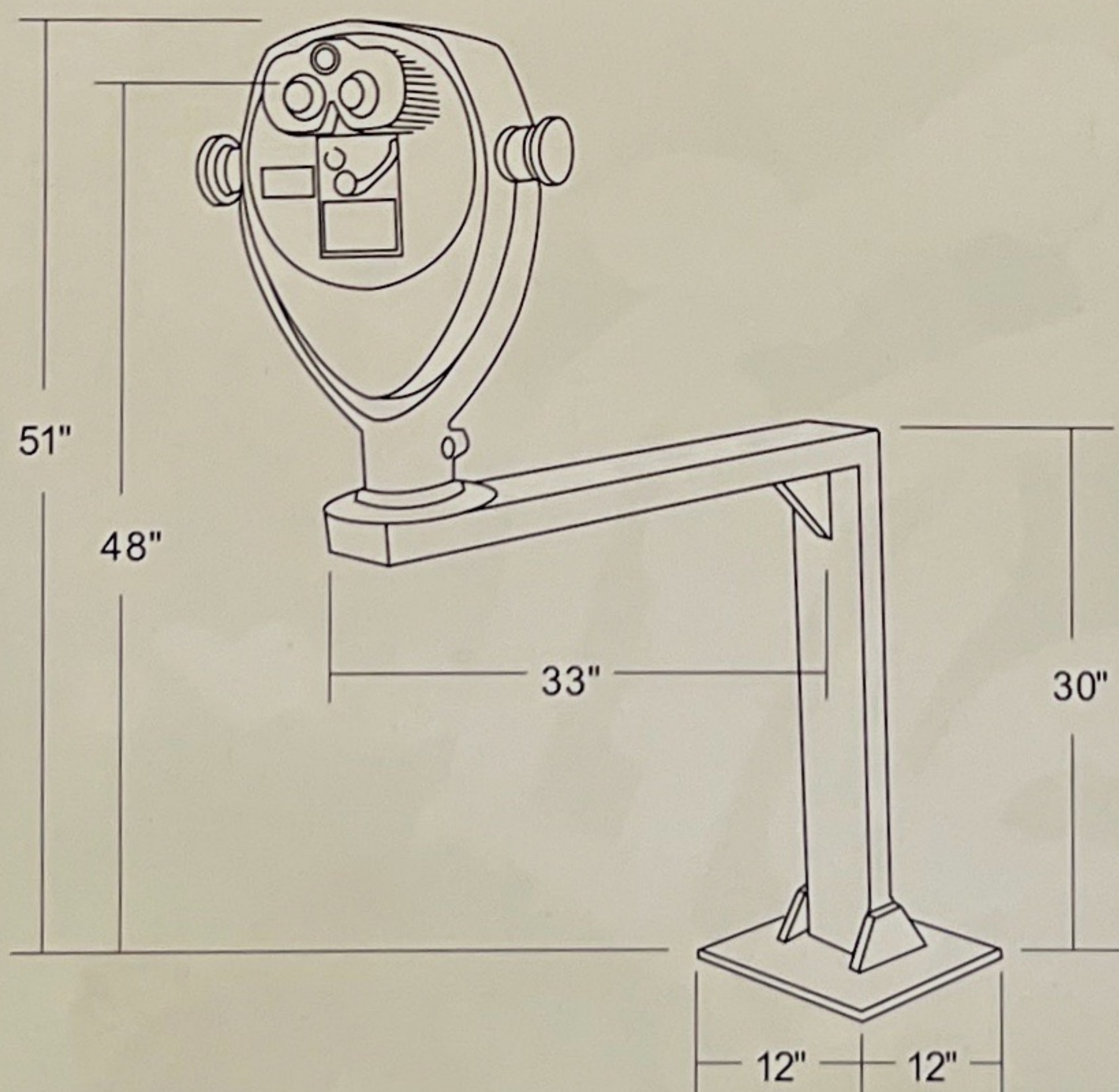
**Author:** Julie A. Schmelzer

During our June Walking Tour meeting, the committee supported the idea of erecting stand binoculars, provided they are not coin operated, and, provided the Finance Committee allowed Municipal Reimbursement Funds (MRF) to be used. The Finance Committee subsequently met. The committee did approve the use of the MRF for the binoculars, historic signage, and to supplement the funds set aside for the gazebo counter and bench. Attached is the proposal and specifications.





As soon as the Americans with Disabilities Act (ADA) was passed in 1990, Tower Optical created a special base that offers access to our viewers by the physically challenged. Designed with input from the Eastern Association of Paralyzed Veterans, the base is constructed of tubular steel and weighs 90#.



The Tower  
Optical Co., Inc.

275 East Avenue, P.O. Box 251  
Norwalk, CT 06855  
Phone (203) 866-4535  
Fax (203) 866-2467  
Website: [www.toweropticalco.com](http://www.toweropticalco.com)



# THE TOWER OPTICAL COMPANY

Helping You Get Closer Since 1932

## WHY CHOOSE US?

Whether you want to purchase a coin-operated binocular viewer in a public setting for income, or add a viewer to your backyard deck, we stand apart from the competition. We walk you through the installation process and provide assistance with regular maintenance.

## VIEWER PURCHASE OPTIONS



### Free Use Viewer \$10,000

This unit does not require coins. A blank chrome plate replaces the coin mechanism. Minimal maintenance is required and basic instructions are included.



### Free Use with Coin Mechanism \$10,500

Coin operated look. Unit has a coin mechanism but does not require coins to operate. Minimal maintenance is required and basic instructions are included.

### Coin Operated Viewer \$12,000

Includes 25 or 50 cent coin mechanism. Some maintenance required. Collection and maintenance instructions included.

## Shipping and Packaging

There is a \$200 packaging fee per viewer which covers pallet, box, strapping and padding. Shipping is additional and will be quoted upon request.



[www.toweropticalco.com](http://www.toweropticalco.com)



203-866-4535



275 East Avenue  
Norwalk, CT 06855



## STAFF REPORT

### PARKING LOT/KNOWLES NELSON DISCUSSION

**Date:** July 7, 2025

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

**Author:** Julie A. Schmelzer

This was referred, in part, from the Board.

#### History

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 violated our Development Agreement with The Dorr, or, we had to find a new parking lot of equal or greater 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 agreed that we could replace the lost stalls on property we own where the current Parks Maintenance Building is located (or another site). 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 a new proposed parking lot (e.g. the Parks Maintenance Building site) appraised, said appraisal assuming the lot had a parking lot on it. If the site of the new lot, and proposed parking lot, exceed the value of the stalls lost, we could begin the legal process of removing the encumbrance on the stalls we gave The Dorr.

Or, we could get the 'lost lots' at Marketplace appraised, and pay the DNR the value of the lot.

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, or other site of our choosing, if inclined to use that site to correct the grant violation. In total, if we used the Parks Maintenance Building site as a new parking lot, we'd need 59 stalls to 'break even' (just to meet the library's needs and our 'lost' stalls equivalent); we'd still retain ownership of the public spaces at the Marketplace lot.

### Action

The Board referred this matter to committee to see if there were any sites available for a parking lot. As mentioned, Chris and I have searched, and could not find any, but perhaps a committee member can think of something. The only lots I thought might be available/possible are:

1. Raze the existing Admin Building and use the site to correct the road and build a parking lot to replace the stalls we gave The Dorr. If we propose this, we need to act soon – the first draft of the Triangle road design is expected in August. (I proposed this earlier to a Board member but they indicated they thought we were better off selling the building.)
2. The east end of the Adam and Brigid White (White Family Cottages) property. The east end can be accessed off Spring Rd. and we could install a large lot that meets our needs and the Whites' future needs (they have not developed the portion along Bay Shore yet). (I briefly mentioned something to Mrs. White, but I did not conclude she was interested.)
3. Mike Tomasian site at STH and Country Walk. (It was determined it was too far from the Waterfront, a requirement of the DNR).

Does a committee member have any other ideas? Realistically, I think the Parks Maintenance Building site is our best opportunity. 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**  
**DOWNTOWN CROSSWALK DISCUSSION**

**Date:** July 7, 2025

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

**Author:** Julie A. Schmelzer

This matter was deferred from an earlier meeting.



## STAFF REPORT

### STOP SIGN REQUEST

**Date:** July 7, 2025

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

**Author:** Julie A. Schmelzer

We received a request to add a stop sign on the north side of Sunnyside, as you leave Country House. A neighbor raised concern about people that are pulling out of Country House, and running across Sunnyside, straight onto N Highland. Can the village erect stop or yield signs?



**STAFF REPORT**  
**STREET REPAIRS**

**Date:** July 7, 2025

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

**Author:** Julie A. Schmelzer

We need to prioritize which roads we will repair in 2026. Attached is the list from last year's budget discussion. Admittedly prices have likely increased since then, but if we can prioritize our needs Erik can get updated numbers for the top three roads (or more). Annually he can chip away at the list, but we do need to prioritize what will get repaired (this is a repair list only).



### 2024-2025 Road Repair List

Other than the Triangle (2025 and 2026), Mill Road East (2023), and Country Lane (2024), the CIP has no plans for road repairs. On page 164 of the CIP you will find a list of roads scheduled for improvement beyond the 5 year period. Staff does not believe some of the roads will last that long.

Staff inventoried the roads and developed a list of the 'worst' roads, and economical ways to fix them (not inventoried were roads already placed into the CIP). Many roads are rapidly deteriorating, and unless given some repair, may result in a rebuild at some point. It's more cost effective to repair and maintain, than rebuild. Below are staff's inventory of the roads needing immediate repair, in no particular order. Pricing is 2024 rates. The lowest cost option is highlighted in yellow, blue is recommended, where options exist. It is recommended for through roads with pedestrian traffic, we choose options that include 2' shoulders.

For new members, 'pulverizing' is similar to milling where it rips up existing asphalt and is the first phase in reusing asphalt to repave a road. It leaves several inches (typically) of ground-up asphalt where the old paving was. Through stabilization it reforms the old asphalt into a solid surface. 'Stabilization' uses hot tar and binding agents overlaid the crushed asphalt. 'Milling' does the same thing, but just removes the top layer of asphalt without disturbing the sub-base. The asphalt is carried away, and mixed with new paving, and the 'new' asphalt is installed over the base leaving a new, smooth surface. Milling is more environmentally friendly in that it recycles product. 'Wedging' is used where elevations change and sometimes used in the absence of curbs. 'Overlay' is basically paving a second layer of asphalt over an existing asphalt layer, and is done when the asphalt is still in good shape, even if there are areas where the conditions are not so good. An overlay is often referred to as a band-aid approach.

**Little Sister Rd** (3675 square yards approx.)

- Wedge and 1.5" overlay - \$70,000 (NEA)/Wedge and 1.25" overlay - \$59,697 (DC)
- Full depth mill to gravel and repave 3" - \$100,000 (NEA)









**Koessl Lane** (2250 SY approx.)

- Wedge and 1.5" overlay - \$45,000 (NEA)/Wedge and 1.25" overlay - \$33,463, pulverize and stabilize/pave 2.5" w/2' shoulder - \$38,638, mill and pave 2.5" w/2' shoulder - \$43,505 (DC)





**Cherrywood Court (2525 SY approx.)**

- Wedge and 1.5" overlay - \$50,000 (NEA)/Wedge and 1.25" overlay - \$37,826, pulverize and stabilize/pave 2.5" w/2' shoulder - \$43,997, mill and pave 2.5" w/2' shoulder - \$51,333 (DC)



**Sunset Drive – S Curve** (765 SY approx.) This road was discussed last year and staff was directed that when we repair, we needed to think about pedestrian accommodations.

- Wedge and 1.5" overlay - \$20,000 (NEA)

**Sunset Drive to new pavement** (2375 SY approx.)

- Wedge and 1.5" overlay - \$45,000 (NEA) / Wedge and 1.25" overlay - \$35,466 (DC)



- Pulverize the full depth and repave 3" - \$75,000 w/2' shoulder (NEA)/Pulverize and repave 2.5" - \$40,694 w/2' shoulder, mill and pave 2.5" w/2' shoulder - \$48,912 (DC) ('Pulverizing' includes 'stabilization')



**Cardinal Court - North Cul de Sac (580 SY approx.)**

- Wedge and 1.5" overlay - \$20,000 (NEA)
- Pulverize the full depth and repave 3" - \$30,000 includes 2' shouldering (NEA)

**Cardinal Court – Bluebird & North (1340 SY approx.)**

- Wedge and 1.5" overlay - \$25,000 (NEA)/Wedge and 1.25" overlay - \$22,412 (DC)
- Pulverize the full depth and stabilize/repave 3" - \$45,000 includes 2' shouldering (NEA)

**Cardinal Court – Full Road/incl. sidewalks (2390 SY approx.)**

- Wedge and 1.5" overlay - \$45,000 (NEA)
- Pulverize the full depth and stabilize/repave 3" - \$75,000 includes 2' shouldering (NEA)



Lastly, Stony Ridge condo did ask if we would budget for the 'alligatoring' in front of their condos. The committee previously voted no, but the owners did ask we reconsider their request at budget time. Has the committee changed their mind? A bid from the neighbor was \$1694.

Also, some residents along Mill Road East want to asphalt their driveways, but are waiting to hear if we'll be doing more work on Mill East, as originally discussed. Is it safe to assume we will not be pursuing other improvements for Mill East at this time? (Sidewalks, lights, etc.)

## **STAFF REPORT**

### **GRANT OPPORTUNITIES**

**Date:** July 7, 2025

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

**Author:** Julie A. Schmelzer

#### **HSIP**

The state is accepting applications for its Highway Safety Improvement Program. At one time we discussed flashing lights on Highway 42 near Country Walk Drive as a means to get people to slow down and watch out for pedestrians. This grant would fund 90% of the cost of the flashing lights. Applications are due August 15. This is the program that would also help fund a traffic calming device in the downtown area.

The application is not complicated, provided schematics are available. Due to staff limitations and pending leaves, we would need to hire Stantec to write the application or to at least draft the design, should we decide to pursue the grant. Do we want to pursue this opportunity?

#### **CMAQ**

The Congestion Mitigation and Air Quality Improvement (CMAQ) grant is now available. This could help fund road repairs, extensions, or sidewalks in areas of concern, including the triangle area where I am concerned we will not have enough money. The draft application is due August 15, with the final due September 8.

In August REL is getting me a rough budget and schematic of the triangle rebuild, and I have asked if there was anyway to give me a rough estimate for the sidewalk work, in that I believe that is the most qualifying area for the grant. On some grants, the engineer cannot submit the application, and if REL can, I think we should ask them due to staff limitations and pending leaves. If not, I can write it – the application is fairly easy to write once I have the REL engineering information. Do we want to pursue this grant?

#### **TAP 42**

The Transportation Alternatives Program grant is now available. We used this grant to fund most of our pending Highway 57 trail. It could help fund the Highway 42 trail. We'd have to pay 20% of the project costs. A draft application is due August 29, with the final due October 31.

If approved, we'd find out in 2026, and the trail realistically would not be built until 2029-2030, so I think we should try for the grant. You can apply every two years, so if we don't apply this year, you will not be eligible again until 2027, meaning construction in 2031-2032. Do we want to apply?



## Recap of Meeting with Joy Lang June 30, 2025

Joy Lang, owner of Jerry's Flowers, volunteers to plant and weed the garden in front of the Post Office. The Village contracts with Jerry's to provide flowers (perennials and annuals) for beds and pots in the Village. The Flower Pot Angels are volunteers who plant, water and weed the pots in the Village.

### Status of Post Office Garden

- Work takes 2 hours per week to maintain this garden
- Weeding has been completed
- Plants closest to east wall of building are under roof and do not get rain.
- Garden must be watered at least weekly – hose is connected on side of building
- Spreading cocoa bean mulch to improve soil quality
- Replacing dead hibiscus with dwarf hydrangea
- Tall grass is dead and should not be replaced – not a good location
- Thin out Milkweed, but keep where they are to attract butterflies and bees
- There were several bees while we were in the garden
- Add pumpkins, corn stalks, and tubs of mums after Labor Day
- Adding 2 climbing trellis on wall between east windows next year

**STAFF REPORT**  
**PRELIM BUDGET REVIEW**

**Date:** July 7, 2025

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

**Author:** Julie A. Schmelzer

Erik will present his preliminary budget.

## 2026 Budget

### Additions and Reductions

#### Reductions

For the past three years PW has been repairing neglected assets and purchasing tools necessary for operations. We are to the point where we don't need as much money budgeted for those items as we are fairly 'caught up' on the work.

- Village Hall, building maintenance code 100-51610-366 subtract \$2,000.00. Reason: over budgeted at \$5,000.00. A1 Elevator service is the only current service subtracting from that code on a yearly basis. Currently at around \$400.00 a year.
- Post Office, building maintenance code 100-51620-366 subtract \$500.00. Reason: this will leave \$4000.00 for emergencies (building get struck, ac unit or furnace needs working on).
- Administration, building maintenance code 100-51620-366 subtract \$500.00. Reason: needed for other code. Over budgeted at \$1000.00.
- Administration, grounds maintenance code 100-51640-362 subtract \$500.00. Reason: needed for other codes. Over budgeted at \$1000.00.
- Public Works, minor equipment & tools code 100-53312-352 subtract \$3250.00. Reason: The remaining \$3500.00 should be sufficient to buy new tools or replace broken tools in the following year.
- Public works education & training code 100-53312-332 subtract \$1000.00. Reason: planning only chainsaw training in 2026. Training should cost around \$1,400.00. Coded is Over budgeted at \$2,800.00. (This is not the conference code, but training, such as on equipment.)
- DPW Machinery miscellaneous code 100-53313-408 subtract \$6,743. Reason: The \$2,000 remaining should be sufficient to purchase new items for vehicles.
- Street maintenance, general supplies code 100-53314-353 subtract \$3,250.00. Reason: Road striping stock is good. The Department will need a dump truck load of shouldering gravel at some point next year. The estimated cost for shouldering gravel is \$700.00 to \$1000.00. The remaining \$4000.00 should be enough to cover USA flag replacements and the year's unforeseen expenses.
- Street maintenance, contracted services code 100-53314-353 subtract \$4,000.00. Reason: The \$10,000 remaining should be sufficient to cover the year's unforeseen expenses (wash out, car accident, tree falling and manhole tar).
- Snow and Ice, minor equipment & tools code 100-53317-352 subtract \$4,978.00. Reason: The remaining \$12,000.00 should be sufficient funds for unforeseen implement replacement.
- Street sign, contracted services code 100-53318-200 subtract \$2,000.00. Reason: The \$3,000.00 remaining should be sufficient to cover the year's expenses.
- Parks, minor equipment & tools code 100-55200-352 Subtract \$4,000.00. Reason: The remaining \$2,000.00 will be enough to cover broken worn out equipment (Irrigation pump, swim ladder or rigging hardware).
- Parks, general supplies code 100-55200-353 subtract \$7,500. Reason: The remaining \$6,500.00 will be sufficient to cover cost (project wood, grass seed, hardware).
- Parks, grounds maintenance code 100-55200-362 subtract \$7,500.00. Reason: The remaining \$5,000.00 will be enough to cover cost (new trees, irrigation hardware, flowers).

- Parks, repair and maintenance code 100-55200-361 subtract \$5,000.00. Reason: In my opinion it's best to leave \$18,000 in the code until the swim dock project is complete. Pier and Waterfront Solutions was able to attach the sheet steel back to the dock 7/02/2025 but will have to wait for colder weather to place the rock along the north side of the dock.
- Recreation Facilities, repairs & maintenance code 100-55400-361 subtract \$2,000. Reason: \$8,500 for new soccer Goals. \$1500.00 to cover the rest of the year's expenditure.
- Recreation Facilities, grounds maintenance code 100-55400-362 subtract \$9,250. Reason: Funds were placed in the wrong code. \$5,000 will be sufficient to cover the year's expenditure (tree, irrigation hardware, flowers).
- Weed and nuisance, control code 100-53640-211 subtract \$7,500.00. Reason: The \$7,000 should be sufficient for the year.
- Bike trail, general supplies code 100-55403-353 subtract \$3,500.00. Reason: code is over budgeted. Fund can be used elsewhere.

### Additions

- Administration, contracted services code 100-51640-200 addition \$5,000. Reason: A/C unit has a small refrigerant leak that may need to be replaced next year.
- Public Works, conference & meetings code 100-53312-333 addition \$1,650.00. Reason: to attend the WPRA annual conference once again. Funds were placed in the wrong code last year. (Administrator has requested staff obtain more education in parks and rec.)
- Snow and Ice contracted services code 100-53317-200 addition \$5,000.00. Reason: I would like to see more of a buffer on this code. As of right now the county has used up \$21,738.00 of the \$30,000.00 budgeted for this year's amount. If we have an early winter, it could put this code over budget.
- Seasonal decoration, contracted services code 100-53322-200 addition \$500.00. Reason: To provide a buffer for possible cost increases. *This could change upon the recommendations of the Holiday Lighting Committee, if finalized before the end of the budget planning cycle.*
- Storm sewer, contracted services code 100-53441-200 addition \$5,400.00. Reason: Orchard Dr. needs a flow equalization culvert install near the One Star restaurant. This will prevent overflowing on the east side of the street and the washing out on the west side of the street. Koessl Ln and Country Walk Dr culvert is damaged and needs roughly four feet of it repaired.
- Recreation Facilities, contracted services code 100-55400-200 addition \$ 6,000.00. Reason: Tru-Green should be coming out of this code.
- Weed and nuisance control, contracted services code 100-53640-200 addition \$6,500. Reason: To contract a gardener for 12 weeks for the summer to come in and plant annuals, monitor perennials, water, fertilize and weed once a week at the Post Office, Village Hall, Marina, Marina Park and Admin.

### CIP Additions

Items requested last year were deferred to the 2026 budget year. They are not addressed below, but will be presented when the CIP is presented next month (this month's meeting is to review the operations budget). In addition to monies for trucks, streets, trails, etc., that were discussed last year, the below is requested.

- Snow and Ice, minor equipment & tools code 100-53317-352 addition \$10,500. Reason: Committee approved new snowplow for Chevy 2500 2026 work truck.
- DPW Machinery miscellaneous code 100-53313-408 addition \$21,000.00. Reason: Committee approved Carbon Steel chipper cap for the 2025 Chevy 3500 Dump Truck. Committee approved liftgate for the 2026 Chevy 2500 work truck. The Committee approved light bar and back up alarm for 2026 Chevy 2500 work and 2026 Ford Ranger.
- Robo mower. The Finance Director ran the numbers and purchasing the robo mower will save money after it has been paid for. See attached email. Additionally, although staff likes mowing, time spent mowing can be used to address other needs, such as weeding. We will still need manual mowing, but at the larger facilities, we will see a cost savings. Price depends on if we purchase or finance. \$45,540 is a fleet price, but if financed over time, the cost will be \$54,899.91 plus interest.

**From:** [Volodymyr Gannik](#)  
**To:** [Julie Schmelzer](#); [Erik Linczmaier](#)  
**Cc:** [Sarah Bertges](#)  
**Subject:** Robo mowers life span 10 years  
**Date:** Tuesday, July 1, 2025 4:27:40 PM  
**Attachments:** [image001.png](#)

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Hi Team,

I hope this email finds you well. I wanted to share some insights regarding the impact of our budget and potential savings by introducing Robo Mowers for our sports complex maintenance.

Currently, we spend about 24 hours per week mowing the sports complex from May to October, which totals approximately 25 weeks or 600 hours per season. This mowing task costs us around \$2,000 in gas alone. Of these 600 hours, 450 hours are handled by part-time workers at an average charge-out rate of \$25.75 per hour, totaling \$11,587.50. The remaining 150 hours are covered by full-time workers at an average charge-out rate of \$54.50 per hour, amounting to \$8,175. Additionally, mowing the sports complex often delays other tasks for our Public Works Team, resulting in overtime.

In total, the cost of mowing the sports complex per season adds up to \$21,744 (\$11,587.50 for part-time workers, \$8,175 for full-time workers, and \$2,000 for gas). According to our calculations, the introduction of Robo Mowers should justify their cost by the end of the third year. Over a span of 10 years, we can anticipate potential savings of around \$160,000, possibly even more, considering potential wage and benefit increases.

This investment could significantly reduce our labor costs and free up our Public Works Team to focus on other important tasks without the added burden of overtime. I believe this change could be highly beneficial for our budget and overall efficiency.

Please let me know if you have any questions.

*Vlad Gannik*  
Finance Director/Treasurer



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## PARKS & STREETS DIRECTOR'S REPORT

**Date:** July 7, 2025

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

**Re:** Monthly Report

**Author:** Erik Linczmaier, Director

1. Staff regraded, edged and mulched seven flower beds in Waterfront Park, Marina Park and the fire station.
2. Staff planted 162 total evergreen trees out at the sports complex and farm property. Types of evergreens include Balsam Fir, White Spruce and White Pine.
3. The Door County dive team was able to come out on the 20<sup>th</sup> and find the guide chain for the swim raft. Staff installed the raft on June 24<sup>th</sup>. Special thanks to the diving team and to the acting fire chief Mike for putting me in touch with them.
4. Staff live trapped five ground hogs that were making homes underneath the farm property infrastructure. The ground hogs were relocated to Pebble Beach.
5. Staff and the sprinkler company worked together to have all sprinkler systems up and running for the season.
6. Staff cleared brush along South Highland Rd, South Spring Rd and Sunset DR.
7. Staff completed the Committee's request to remove bushes located in Marina Park and plant grass.
8. Staff completed the Committee's request to replant grass seed on a bare spot of ground located near the Village Hall.

9. Staff investigated the Romex Power cable located behind the V beaches to see if an electrical outlet could be installed on it. After the Investigation it was determined that this was an abandoned power source. Staff cleaned up the area.
10. Staff completed the committee's request to adjust the post office building light downward to shine on the parking lot.
11. Goat Parade went smoothly. No major incidents or issues occurred.
12. Update on the driveway access in front of Marina View condos: I reached out to Mike Parent to see when they will be starting the project. He informed me that they are now hoping to start the project between Monday the July 21<sup>st</sup> through Friday August 1<sup>st</sup>.
13. Update on the swim dock: I reached out to Jerry from Pier and Waterfront they are planning on making the repair to the dock on Wednesday July 2.
14. I contacted Pigeon Asphalt about the two low spots in the newly paved walking path near the Waterfront bathroom. They told me that they would be back up in the area late summer early fall to take a look.
15. I Hired Chiapas Roofing and Gutters to make the repair to the Post Office.
16. The Robo Mower demo will be ending come July. I felt that his demo went well. The Robo Mower did an exceptional job cutting the grass. It also drew a lot of attention and curiosity from residents and guests.

## **ADMINISTRATORS REPORT**

**Date:** July 7, 2025

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

**Author:** Julie A. Schmelzer

### **Sprinkler Contract**

Jaco Management decided not to sign the 'Sprinkler Contract' approved by the Board in June; a sprinkler system will not be extended onto our lot at the SE corner of 42 and Mill. (I wish they had told us they were no longer interested *before* we paid our attorney to review the contract.)

### **Ice Rink Land Lease**

The Board approved the land lease. It has been sent to the Friends Group for their signature.

### **Ice Rink Grant**

The Friends Group/SBAA asked if the village would submit a CIF grant application on their behalf. They wrote the grant; I tweaked it and submitted it. If approved, it would provide \$250,000 for the Friends of the Ice Rink.

### **Parks Building**

The new completion deadline for the Parks Building is August 1.

### **Bertram**

Bertram has not signed the contract addendum extending the deadline for completion. I do however expect them to sign it.

### **Historical Signage**

My meeting with the Historical Society and sign maker has tentatively been scheduled for the third week in July.

### **TAP 57 – Update**

I met two weeks ago with REL (the approved engineer) and the DOT. REL will be doing survey work soon, and is planning on a community meeting in September, October at the latest. They are also hoping to revise the trail location and avoid going on private property, which would mean no easements would be required, and speed up the development process. If easements are required we will need to hire someone to draft and secure the easements (the firm we hire has to be off the approved DOT list). We probably will not know if easements will be required for at least six months.