



PARKS, PROPERTY & STREETS COMMITTEE
MEETING AGENDA

MONDAY, OCTOBER 6, 2025, 1:00-3:00 PM

VIRTUAL MEETING

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#

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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		Village Administrator – Julie Schmelzer
	Department Director – Erik Linczmaier		Administrative Assistant – Sarah Bertges

2. Approve Agenda

3. Approve Minutes: September 8 Regular Meeting & September 22, Special Meeting

4. Comments, Correspondence, and Concerns from the Public

5. Discussion/Action Items

- a) Resolution; Concession Stand Restrooms; Volunteer Labor
- b) Contract & Grant Discussion; Administration Building Redesign; McMahon
- c) Lease; Post Office; North Bay Shore Drive
- d) Letter of Intent; Housing Development; Ava Hope & Northwoods
- e) Policy & Fee Schedule; Park System Reservations
- f) 2026 Orchard Agreement; Seaquist; Former Wiltse Property
- g) Commemorative Bench Requests
- h) Miscellaneous Inquiries/Matters from Previous Month
 - i. Vegetations & Trees
 - ii. Parking Issues
 - iii. Donations
 - iv. Garbage Cans
 - v. Road & Trail Projects

6. Staff Reports

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

8. Next Meeting: Regular Meeting November 3, 2025, at 1:00 PM

9. Adjourn

Public Notice – PARKS, PROPERTY & STREETS COMMITTEE MEETINGS ONLY

For questions regarding the above agenda items or to review the related files contact Julie Schmelzer, Village Administrator at julie.schmelzer@sisterbaywi.gov. To submit letters in support or opposition of an agenda item, email info@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 (920) 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 by appointment 8 a.m. – 12:00 p.m. Fridays).

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

Parks, Property & Streets Committee Meeting Minutes

Monday, September 8, 2025

(Approval Pending)

1. Call to Order & Roll Call

The meeting of the Parks Property and Streets Committee was called to order by Chairperson Louise Howson on Monday, September 8, 2025, at 1:00 PM.

Committee members present: Committee Chair Louise Howson and Committee members Denise Bhirdo, Nate Bell, Jerry Ahrens, and, Mike Laszkiewicz arriving at 1:03 PM.

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

Others Present: John Blossom, Steve Musinsky, Nancy Akerly, Barbara Hanson, Donna Johnson, Terry Wolf, Yvonne Wiltse, Chad Kodanko, Jessica Hatch, Kim Erzinger, Ellie Soderberg-Gruger, Chris Schmeltz, Jared Schmidt of REL, Jennifer Liimatta of REL, Todd Kruse, Mnn494-Mike Nelson, jjolles, jliimatta, Karen Berndt.

2. Approve Agenda

Motion by Bell to approve the agenda as presented, second by Ahrens. Motion carried – All ayes.

3. Approve Minutes: August 4, 2025, Regular Meeting

Several corrections to the minutes were noted:

- A typo on page 4, lines 5-6, where "seconded by" appears twice.
- Page 4, line 29, that the statement about keeping the current width of the road was not a unanimous consensus but reflected the views of some committee members. It was also pointed out that the committee did not know the current width.
- A correction was requested on page 5, line 9, to note that Howson was not on the board at the time of discussions about purchasing the Logerquist site.
- Bell indicated he would provide a correction during his comments regarding the Logerquist property being discussed as a potential location for a future fire station before being considered for the administration building.
- Howson requested adding her name on page 5, item G, line 4, to indicate her support of the ad hoc committee's recommendation.
- Howson also requested adding Bell's correction that initially the administration building was to be on the Wiltse property, and the Lagerquist property was a possible location for a future fire station.
- Howson requested clarification on page 5, line 18, regarding which driveway was being discussed in the staff reports. Staff confirmed it was the driveway in front of Marina View condos.

Motion by Bhirdo to approve the minutes of August 4, 2025, with the corrections as noted, second by Ahrens. Motion carried – all ayes.

4. Comments, Correspondence, and Concerns from the Public

Nancy Akerly (Sister Bay, North Spring Road) expressed two concerns:

- 1 ● Fall Festival parking issues on North Spring Road, where vehicles park on both sides creating
- 2 safety hazards. She requested making North Spring a one-way street for Fall Fest weekend with
- 3 parking on only one side.
- 4 ● Opposition to removing the old administration building, noting its historical significance with the
- 5 same stone design as the village hall and post office, dating back to 1948. She suggested selling it
- 6 with a requirement to maintain the facade.

7

8 Chad Kodanko (Sister Bay) agreed with Akerly's comments on preserving the administration building,

9 suggesting the village could use sale proceeds to preserve the village hall.

10

11 Yvonne Wiltse (Sister Bay) supported preserving the administration building, noting it was the Bank

12 of Sturgeon Bay when she was young and is one of the few historic buildings remaining in Sister Bay.

13

14 John Blossom echoed support for preserving the building, recalling when it was Bank of Sturgeon

15 Bay.

16

17 Barbara Hanson (Sister Bay) supported Nate Bell's suggestion of selling the building with a

18 preservation provision for the facade.

19

20 Donna Johnson (Sister Bay) agreed with previous speakers on preserving the building.

21

22 Steve Musinsky commented on street widening, noting a correlation between wider streets and

23 increased traffic. He suggested narrower streets help reduce speed and are safer.

24

25 Nancy Akerly asked about previously discussed plans to maintain the tree canopy along Maple Drive

26 as a historic drive. Schmelzer mentioned this matter has been discussed by the Plan Commission.

27

28 **5. Presentation/Discussion/Possible Action**

29 **a. Frontier Communications; Mike Nelson, VP External Affairs & Todd Kruse, Government and**

30 **Grant Affairs; Sister Bay Area Fiber Project**

31

32 Mike Nelson, VP of External Affairs for Frontier Communications, presented information about the

33 fiber project in Sister Bay. He explained that Frontier is funding the project 100% through their

34 Business as Usual (BAU) operations, with work covering 3,703 locations including Sister Bay,

35 Ephraim, and Ellison Bay.

36 Key points from the presentation:

- 37 ● The project experienced some delays due to the tourist season
- 38 ● Frontier has obtained permits for some areas and is working with the village on others
- 39 ● Work will involve using existing infrastructure where possible, with approximately 70% being
- 40 aerial and 30% buried
- 41 ● Overlashing will be used on existing strand and copper
- 42 ● Hub locations were shown that will connect neighborhoods together
- 43 ● The village currently has three permitted projects with three pending
- 44 ● They will not serve every property, but will be able to serve most

45

46 Todd Kruse explained that marketing would begin once the first hub is activated, utilizing email,

47 direct mail, and door-to-door marketing after registering with the village.

48

49 Committee questions focused on:

- 50 ● Timeline (expected completion by spring 2026)

- 1 • Service to private roads and condominium developments through Property Access License (PAL)
- 2 agreements
- 3 • Service pricing and plans (available at frontier.com/shop)
- 4 • Verizon's acquisition of Frontier expected in Q1 2026
- 5 • Decommissioning of copper infrastructure (will be maintained until customers switch)
- 6 • Customer notification (DSL customers will be informed their service will be discontinued within 6
- 7 months)

8

9 The committee noted there has been confusion among residents about this project versus a

10 previously contracted broadband project with Bertram Communications. After discussion, the

11 committee agreed to recommend to the Village Board that they exit the Bertram contract and allow

12 private companies like Frontier to proceed with their own fiber deployment, with ongoing

13 reassessment of service coverage.

14

15 *Motion by Laszkiewicz to recommend to the Village Board that they exit the Bertram*

16 *Communications contract and allow companies that are looking to service Sister Bay to move*

17 *forward on their own, with ongoing reassessment of service coverage before spending taxpayer*

18 *dollars on a fiber optic investment, second by Ahrens. Motion carried: 6- Ayes. Bell recused himself*

19 *from the vote.*

20

21 **6. Discussion/Action Items**

22 **a. New Business**

23 **i. Robert E. Lee & Associates; Bluffside Area Road Design**

24 Jennifer and Jared from Robert E. Lee & Associates presented conceptual designs for the "triangle"

25 area encompassing Maple Drive, Bluffside, and the Parkview area. The design focused on

26 maintaining narrow roads (primarily 9-foot lanes) with curb and gutter, 4-foot sidewalks where

27 practical, and preserving retaining walls and trees where possible.

28

29 The committee reviewed several options for the Parkview/Maple/Bluffside area:

- 30 • Parkview Drive area: The committee reached consensus to eliminate pedestrian
- 31 accommodations on Parkview Drive, as it is a slow-moving road with little traffic. Pedestrians can
- 32 use Maple Drive to Mill Road instead.
- 33 • Maple/Bluffside intersection area (administration building location): Three options were
- 34 presented:
 - 35 ○ Option 1: Remove administration building and install perpendicular parking (90-
 - 36 degree)
 - 37 ○ Option 2: Remove administration building and provide angled parking (60-degree)
 - 38 ○ Option 3: Keep administration building with more limited parking options
 - 39

40 The committee discussed implications for parking capacity, traffic safety, and the future of the

41 historic administration building. After debate, they decided to present two options to the public at

42 the upcoming informational session on September 15th:

- 43 ○ One option maintaining the administration building with sidewalk accommodations
- 44 ○ One option with the administration building removed and 60-degree angled parking
- 45 (modified from the 90-degree option due to safety concerns)
- 46 ○ Maple Drive to Highway 42: Design includes parallel parking on the north side and
- 47 angled parking by On Deck restaurant, maintaining existing spaces where possible.
- 48

49 Bluffside area: Design includes 9-foot lanes widening to 11 feet near Highway 42, with parallel

50 parking along Lure restaurant replacing the current angled and perpendicular parking.

The committee reached consensus to modify the design for the public informational session, and requested the engineer make additional revisions to address driveway width concerns at Lure.

A public informational session was scheduled for Monday, September 15th.

ii. Ava Hope & Northwood Community Park

The committee reviewed a proposal from Tim Halbrook for development of the village-owned property at the front of Ava Hope and Northwoods, which includes plans for a small park area with a walking path.

The committee agreed to the following:

- Combine Halbrook's budget for playground equipment with the village's \$30,000 to purchase better quality, commercial-grade playground equipment
- Request pedestrian connectivity to improve access from Northwoods Drive and potentially to other nearby developments
- Accept the proposal that after construction, the developer would deed the park back to the village with an agreement to maintain the property and landscaping

iii. Pavilion Request; Crystal Lake (Illinois) Community Band; July 19, 2026

The committee reviewed a request from the Crystal Lake Community Band to use the pavilion on July 19, 2026. This date is a Sunday, which is movie night. Soderberg-Guger, SBAA Director, agreed to review videos of the band's performances.

The committee agreed to approve the request provided the band coordinates with Sister Bay Advancement Association (SBAA) to ensure they are completely cleared out by 5:00-5:30 PM to allow setup for the movie.

iv. Marina & Waterfront Park Request; Streamline Publishing Private Paint-Out; October 2, 2025

The committee reviewed and approved by unanimous consensus a request from Streamline Publishing for 40 plein air painters to use the Waterfront and Marina Park on Thursday, October 2, 2025.

v. Marina Restrooms; Budget Discussion

Lienau discussed plans for year-round public restrooms at the marina as part of the new marina building project, planned to break ground in fall 2026. Current public restrooms are seasonal, unheated, and connected to the marina building through a utility area.

The committee discussed including showers in the public restrooms, with points raised about:

- Whether showers are necessary in public restrooms
- Potential users (primarily public rather than boaters, as slip holders have their own facilities)
- Maintenance and cleaning considerations
- Funding sources

The committee agreed to maintain the current allocation of \$300,000 (split between 2026 and 2027 capital improvement budgets) for the project, including two stalls for women, one stall and a urinal for men, sinks, mirrors, and one shower in each restroom, all designed for easy cleaning and year-round use.

vi. TAP Grant Resolution; Highway 42 Trail

The committee recommended approving a resolution for the TAP Grant application. Schmelzer noted that a public informational session on the Highway 57 Trail is scheduled for September 22nd from 5:00-6:00 PM at the fire station.

Motion by Howson to recommend approval of the TAP Grant resolution, second by Bhirdo. Motion carried – all ayes.

vii. Soil Contamination; Remediation Alternatives

Schmelzer presented information on soil contamination remediation for the orchard property. The committee reviewed options for handling contaminated soil that would be disturbed for road construction.

The committee reached consensus to:

- *Only disturb soil necessary for the road construction*
- *Remove the contaminated soil and cap it*
- *Investigate options for off-site disposal of the contaminated soil if financially reasonable*

b) Old Business

i. New Administrative Building Site, Setbacks & Suitability

Schmelzer presented an analysis of placing the administration building at the site of the old parks maintenance building on Mill Road. The analysis examined setbacks, parking requirements, and site constraints.

Key points:

- The buildable area is approximately 19,250 square feet
- Based on calculations for a 7,200 square foot building, the site would be short by approximately 341 square feet for all required elements
- For a 6,000 square foot building, approximately 800 square feet would remain
- Soil testing would cost approximately \$5,925
- Stormwater management would likely qualify as redevelopment/infill, requiring less extensive facilities than previously thought

After extensive discussion about the pros and cons of the Mill Road site versus the Lagerquist property, the committee agreed to:

- *Recommend the Board order soil borings for the Mill Road site*
- *Review the existing building plans to consider potential reductions in size and ask McMahon if they can begin working with the committee on a new design*
- *Continue discussion at the October meeting*

ii. Post Office Appraisal

The committee was informed that an appraisal for the post office would cost approximately \$6,000.

By consensus, the committee agreed to recommend to the Board to proceed with the appraisal.

iii. Binocular References & Order

Howson reported on discussions with Niagara Falls representatives about the durability of Tower Optical binoculars. The committee debated the value of investing in binoculars for the waterfront.

Motion by Howson to hold on purchasing any binoculars from Tower Optical or any other vendor, and consider alternative uses for the tourism grant money, second by Laszkiewicz. Motion carried – all ayes.

iv. Historic Signage Design & Order

The committee reviewed proposals for historic signage at Waterfront Park. Phase I would cost approximately \$25,000 plus masonry pedestals, and would include two sign boards. The design shows limestone pedestals to match village building stonework.

The committee requested:

- Finding alternative mason contractors for potentially lower costs
- Maintaining the proposed 18-inch square pillars if proportional to the signboards

Terry Wolf from the historical society confirmed they would develop content for the signs, which Julie Hain would then format artistically.

Motion by Bhirdo to postpone discussing phase II, second by Howson. Motion carried – all ayes.

v. Revisit Land Lease; Friends of the Ice Rink; TKH Ice Rink

Schmelzer explained by changing the effective date of the Operational Agreement at the Board meeting, the land lease needed to be reconsidered.

Motion by Bhirdo to reconsider and recommend to the Board approval of a revised land lease for the Friends of the Ice Rink/TKH Ice Rink, second by Howson. Motion carried – all ayes.

vi. Fee Schedule

The committee agreed to defer discussion of the fee schedule to a future meeting, with a review of the Comprehensive Outdoor Recreation Plan (CORP) scheduled for September 22nd from 1:00-3:00 PM.

7. Staff Report(s) Matters to be Placed on a Future Agenda or Referred to a Committee, Official or Employee

Erik Linczmaier's staff report included recommendations for:

- Four "No Parking" signs on each side of Country Walk Drive from Highway 42 to Kessel Court (\$500)
- School zone signs on Country Walk Drive (\$280 plus labor)

By consensus, the committee approved the installation of the "No Parking" signs and school zone signs.

Committee members commended the village staff for their quick response and excellent work during the recent storm.

8. Next Meeting: Regular Meeting October 6, 2025, at 1:00 PM

- **Schedule Walking Tour; Pebble Beach**

The committee agreed to postpone the Pebble Beach walking tour.

- **Schedule Draft CORP Review**

Scheduled for September 22, 2025, from 1:00-3:00 PM.

- **Policy; Reservation Application and Guidelines**

To be addressed at the next regular meeting.

9. Adjourn

At 6:20 PM a motion was made by Laszkiewicz to adjourn, second by Ahrens. Motion carried – all ayes.

Respectfully submitted by Sarah Bertges, Administrative Assistant

PARKS, PROPERTY & STREETS COMMITTEE MINUTES
MONDAY, SEPTEMBER 22, 2025
(Unapproved)

1. Call to Order & Roll Call

The September 22, 2025, special 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, Jerry Ahrens, with Nate Bell arriving at 1:01 P.M. and Mike Laszkiewicz arriving at 1:18 P.M.

Staff Members Present: Village Administrator Julie Schmelzer and Administrative Assistant Sarah Bertges

Others Present Via Zoom: Karen Berndt, Joan Hutchinson, Chris Schmeltz

2. Approve Agenda

Motion by Bhirdo to approve the agenda, second by Ahrens. Motion carried – all ayes

3. Comments, Correspondence, and Concerns from the Public

(None.)

4. Discussion/Action Items

a. Review 2025-2029 Comprehensive Outdoor Recreation Plan

Schmelzer introduced the Comprehensive Outdoor Recreation Plan, noting it was a project that began in 2022. She explained that with the completion of the comprehensive plan and trail maps, they were able to finalize the outdoor recreation plan. She noted this is a plan that should be updated every three years. The plan was developed based on public sessions, surveys, feedback, and planning process from the comprehensive land use plan. Schmelzer opened the floor for general comments or specific changes. The committee discussed the draft and made several changes, all of which Schmelzer agreed to forward to Bay-Lake Regional Planning, who the village has a contract with to update the plan.

Motion by Bhirdo to approve the 2025-2029 Comprehensive Outdoor Recreation Plan as amended, second by Bell. Motion carried – all ayes

5. Next Meeting: Regular Meeting October 6, 2025, at 1:00 PM

(No discussion.)

6. Adjourn

Motion to adjourn made by Ahrens, second by Laszkiewicz. Meeting adjourned at 2:53 P.M. Motion carried – all ayes

Respectfully submitted, Sarah Bertges, Administrative Assistant

To the Members of Sister Bay Parks, Properties, and Streets Committee

There are many reasons to challenge planning wider streets and more parking spaces in a community. This is particularly important in a community that values the history behind its streets and adjacent buildings.

Considerations to widen Bluffside Lane, West Maple Drive, Parkview Lane and Parkview Drive streets to accommodate more traffic flow, increase available parking spaces, and potential razing of the Bank of Sturgeon Bay branch building built nearly seventy-five years ago have wide ranging effects. **We are strongly opposed to the plan to raze the bank building and opposed to increasing traffic flow and more parking on these streets.**

The common response to automobile congestion is to consider wider roads and more parking spaces. But wider roads encourage higher automobile speeds that change the experience of those who live on the wider street and those who may use it for bicycle or walking travel. Wider streets with increased traffic and increased speed make cycling hazardous. Wider streets and increased automobile travel bring environmental impact from auto exhaust and oil drips.

The health of individuals residing or walking on a street that has been modified to increase traffic is impacted adversely. People who have impaired breathing issues may need to avoid streets with significant auto traffic altogether.

In an era of increasing awareness of the value of bicycle and walking travel to and from locations for work or entertainment, **it may be a better alternative to add bicycle lanes and improve sidewalks than to widen and/or straighten streets.**

Sister Bay does not have as much of a “parking problem” as it has a problem with the lack of alternatives to driving automobiles into the central village and street parking.

The most effective way to resolve the need for more parking in the central village is to create better ways to move people by shuttle service rather than by driving and parking automobiles in the central village..

Increased parking spaces will result in increased numbers of automobiles using the increased parking, creating more traffic congestion, and, with growth in the number of visitors, the need for even more parking.

There is a good alternative available to meet the parking needs of visitors to our community. The alternative is “Park and Ride”.

Visitors are important in our community. Most visitors travel to the Village via automobile. We need to facilitate their need to park and enjoy shopping, dining and entertainment in our village. “Park and Ride” service would be available only during published prime-time hours and days. **“Park and Ride” should become the focus for meeting our increasing parking needs.**

“Park and Ride” will not be successful unless it is easy to use and rapid from pick up to delivery of passengers. A wait of more than eight or nine minutes at the “Park and Ride” site for shuttle service and more than a six-minute ride to drop off points would detract significantly from acceptance and use. A wait of more than eight or nine minutes for transportation from the central village back to a visitor’s automobile would detract significantly from using the system. Short cycle times are relatively easy to achieve.

Study of possible “Park and Ride” sites could include many options. The Athletic Complex on the east side of the village could serve as Sister Bay’s “Park and Ride” center. Parking areas east and south of the baseball field might be a good option and could generate revenue for the ball club. “Park and Ride” space at the new hockey facility might be a good option during the off season and could generate money for Hockey activities. “Park and Ride” locations behind the Sister Bay Bowl and behind the Fire Station could be considered.

Drop Off and Pick Up could be offered at three locations, 1) the Municipal Marina, 2) in front of the Village Hall (near the public beach and across from Stabur), and 3) the south side of Sister Bay Bowl, making access to village entertainment and commerce easy and quick.

The need for high pick-up frequency and rapid loading for travel suggests use of multiple vehicles with fewer passengers on each trip. Load time of a large bus, or large shuttle, would reduce use of the service. A fleet of three street legal shuttle/golf carts that hold up to 14 passengers may cost less than the cost of rebuilding one street and adding more parking.

Successful operation would require departing the “Park and Ride” site every ten minutes. A cycle time of fifteen minutes for drop off and return passengers would require two or three vehicles. Adding two reserve vehicles would create need for five vehicles.

If “Park and Ride” service is easily accessible and quick to board, with fast return access to “Park and Ride” sites, without much waiting, a \$5 parking fee or donation might be well accepted. If “Park and Ride” service serves an average of 400 persons in 200 automobiles daily, projected revenue is \$1,000 per day -plus tips.

This cost may be well below the cost of driver staffing and operating costs during published prime-time hours. All, or a portion of, the cost might be acceptable to the Village as an alternative to the cost and impact of street rebuilding. Grant money may be available.

We hope that the negative impact of more automobiles and more parking will be carefully weighed against the positive impact of “Park and Ride”. A fleet of attractive shuttle golf carts would add to the ambiance of our central village, would have positive impact on public health, and, likely, cost less than roadbuilding with increased street parking spaces.



RESOLUTION – CONCESSION STAND RESTROOMS

Date: October 6, 2025

Board/Committee: Parks, Property & Streets

Author: Julie Schmelzer, Village Administrator

When the bids came in more than double than what we anticipated, we passed a resolution stating we would not be accepting the bids and instead would build the addition ourselves. Due to time constraints, and other matters, that has not happened. I have been in contact with Jeff Pfeifer, who is trying to help organize volunteers to build the addition (volunteer labor is allowed – when we began the project they could not assist us, so we opted to build it ourselves). He is not certain they can build it. however, but it is looking favorable – he is trying to get me an answer as to whether the volunteers can build it.

Assuming his group can build the addition, and we do not, it is best to pass a new resolution indicating volunteers will be constructing the addition. Does the committee support sending a new resolution to the Board, provided Jeff's group can build the addition?



CONTRACT& GRANT DISCUSSION – REDESIGN OF ADMINISTRATION BUILDING

Date: October 6, 2025

Board/Committee: Parks, Property & Streets

Author: Julie Schmelzer, Village Administrator

At last month's meeting I was directed to inquire if McMahon could again design the administration building for under \$25,000. They can. Does the committee support forwarding to the Board a new contract with McMahon for design services, under \$25,000, to begin with our November Parks meeting? Or, wait until they have a new site selected? If approved, does the committee agree we should try to limit the agenda that month to the design discussion?

A thought: Two weeks ago the state announced a grant for shovel ready projects. The grant would cover 50% of the project. The deadline to apply, with supporting documents, is October 31. Due to the timeline, should we apply for the grant with the existing plans, on the Logerquist site? In the meantime we can work with Mike on a redesign, and discuss the site more in depth, in case we don't get the grant. To improve our chances, to show we are truly shovel ready, we should have McMahon complete engineering drawings, and Stantec complete the civil site design. Do we pursue the engineering (approx. \$200,000) and civil site design (\$35,000)? You're taking a gamble – pursue designs for a grant you may not get, but save the taxpayer \$1.5 million?

Grant details: The state would retain ownership interest in the asset (building). Are we okay with this? Decisions are made in spring of 2026. It is a reimbursement program. Details: doa.wi.gov/Pages/LocalGovtsGrants/Local-Projects.aspx

If we do not pursue the grant for this project, do we want to apply it to the Deviley project? The Devileys want to install a subdivision, and turn the road over to the village, and the grant could pay for 50% of the infrastructure. That project is going to the Plan Commission this month (provided it is put on the agenda).

Every once in awhile the state offers funding for shovel ready projects. I highly encourage the village to design anticipated projects so if grants become available, we can apply. For example, extension of Applewood, or sewer and water to the 57 south business lots. It is money up front, but in the long term it saves the taxpayers money (besides, the engineering has to be done at some point anyway).



LEASE – POST OFFICE

Date: October 6, 2025

Board/Committee: Parks, Property & Streets

Author: Julie Schmelzer, Village Administrator

The Board decided not to pursue an appraisal of the post office lease/lease rates. Attached is the proposed lease. Does the committee support forwarding the lease to the Board for approval?



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**

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

Area Comments



General Conditions to USPS Lease

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

County: Door
Lease: Q90000848511

1. APPLICABLE CODES AND ORDINANCES

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

2. LANDLORD'S INTEREST

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

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

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

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

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

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



General Conditions to USPS Lease

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

County: Door
Lease: Q90000848511

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

3. ASSIGNMENT/SUBLEASE BY THE POSTAL SERVICE

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

4. ALTERATIONS AND RESTORATION

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

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

5. [INTENTIONALLY BLANK]

6. [INTENTIONALLY BLANK]

7. HAZARDOUS/TOXIC CONDITIONS CLAUSE



General Conditions to USPS Lease

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

County: Door
Lease: Q90000848511

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

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

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

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

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

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

c. Environmental Condition of the Premises.

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



General Conditions to USPS Lease

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

County: Door
Lease: Q90000848511

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,



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

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:



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

"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



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

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).



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

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

With a copy to:

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

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

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

11. FACILITIES NONDISCRIMINATION

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

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

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

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

Clause 1-5, Gratuities or Gifts

Clause 1-6, Contingent Fees

Clause 9-3, Davis-Bacon Act¹

Clause 9-7, Equal Opportunity²

Clause 9-13, Equal Opportunity for Workers with Disabilities³

Clause 9-14, Equal Opportunity for VEVRAA Protected Veterans⁴

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

Clause B-25, Advertising of Contract Awards

**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

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

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

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

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

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



Maintenance Rider Landlord Responsibility

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

County: Door
Lease: Q90000848511

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 untenable or unfit for the Postal Service's use as a result of Landlord's failure to maintain, repair or replace as required by this Lease. Rent and other payments due or to become due to Landlord will be abated in proportion to the impairment or loss of use as determined by the Postal Service.

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

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

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

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



Utilities and Services Rider

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.



LETTER OF INTENT – HOUSING DEVELOPMENT

Date: October 6, 2025

Board/Committee: Parks, Property & Streets

Author: Julie Schmelzer, Village Administrator

Before Tim Halbrook can apply for his site plan and architectural review, the village needs to commit that if he indeed follows through with the project, we will gift him the land. To make that commitment, the Board needs to issue a Letter of Intent (to gift him the land). Does the committee support forwarding a recommendation to issue a Letter of Intent?



POLICY & FEE SCHEDULE – PARK RESERVATIONS

Date: October 6, 2025

Board/Committee: Parks, Property & Streets

Author: Julie Schmelzer, Village Administrator

With the popularity of the pavilion, for profits/individuals, have shown an interest in renting the pavilion. Attached is a draft policy on the pavilion lease. What would the committee like to see revised?

In the future, the committee should look at other reservation policies to see what needs to be changed. For example, we do not allow groups to block out reservations for the pickleball courts, but staff believes two groups have learned how to work around that policy. It is recommended this be discussed at your next meeting.

Are your fees appropriate for your leases? One item missing is, what is the lease rate for 'non-tented' events. This in particular needs to be addressed. One item deferred from a previous meeting is, 'how do we address tax exemption for non-profits'? The lease rates are below.

Rental Fees (Security deposit may be required; rates include sales tax)

Facility Rentals:

Village Hall	\$30/hr. or \$200/day
Gazebo	\$75/day
TKH Building	\$75/day
Sports Complex Pavilion	\$150/day
Sports Complex Ball Fields	\$50/day
Sports Complex Tennis/ Pickleball Courts	\$10/2 hr. time block
Fire Station – Lg. Meeting Rm	\$50/day
Fire Station – Sm. Meeting Rm	\$25/day

Park/Special Rentals: (Cost is Friday-Monday to accommodate tent rental companies)

Waterfront Park (May, June, Sept, Oct.)	\$1900
Waterfront Park (July & August)	\$3500
Marina Park (May, June, Sept, Oct.)	\$1500
Marina Park (July & August)	\$2500
Ice Rink Tournaments	\$1500 plus \$1000 retainer for clean-up and repair

(OR OTHER MUSIC EVENT ON VILLAGE PROPERTY)

1 of 3

Hours: Access to facility is available beginning at 7:00 AM and activities are to be concluded by 10:00 PM (be advised this includes set up and tear down).

Hours Requested: _____

Security: Events with an anticipated attendance in excess of 200 persons shall provide private security or arrange for public security. Security is to be paid for by the applicant.

Security Company/Company Website/Contact Name and Phone Number:

Restrooms: Public restrooms are located at the corner of Mill Road and N Bay Shore Dr. However, port-a-potties must be provided for events with an anticipated attendance larger than 100 people. Applicant shall pay for the porta-potties. Placement of the portable units must be coordinated with the Village Parks & Streets Director. Falsifying anticipated attendance may result in the applicant not being able to rent village property in the future.

Decorations: Applicant may not stake anything into the ground without first consulting with the Parks & Streets Director - this includes banner or other sign stakes. Damage to underground utilities caused by the applicant or attendees at an event hosted by the applicant, will be retained from the security deposit. Damages will be billed at 125% of the total cost of repair. All signage may not be erected prior to the day of the event and must be removed within one hour of the close of the event. Security deposits will not be returned if sign removal is required by village staff.

Alcohol: Alcohol is strictly prohibited from being sold during your event, except in the case where an eligible organization has obtained the proper license from the Village Clerk. A licensed operator must be on premise at all times that alcohol is being served or sold. Fencing may be required around the area where alcohol is to be sold or consumed to prevent access by minors.

Food: Food trucks or tents are not allowed unless approved by the Committee. All food stations require approval by Door County Public Health.

Cleaning: Trash must be collected and taken with you when you leave. Security deposits will not be returned if additional clean-up is required by village staff.

Parking: Parking shall be only in lawful, authorized parking areas on the street or in designated parking lots (Autumn Court lot, Mill Road lot, Sports Complex). Vehicles may not be parked on lawns or where prohibited per village ordinance. No overnight parking is permitted. Security or event staff must monitor parking to ensure compliance. Citations may be issued if village ordinances are not adhered to.

Noise: Outdoor music may not exceed decibel levels as set by the Village of Sister Bay. A decibel meter may be available to verify that levels are acceptable, but if it is not available, applicant is responsible for bringing their own meter and monitoring noise throughout the event. If you are found in violation of the village's decibel limit, you are required to adjust sound levels or stop the music immediately. Citations may be issued if village ordinances are not adhered to. No amplified music may be played after 9:00 P.M. or the security deposit will be forfeit.

Liability Insurance: “For profit” or “individual” events held at village facilities are obligated to provide, prior to their use of the facility, a Certificate of Liability Insurance in the minimum amount of \$1,000,000 naming the Village of Sister Bay as certificate holder.

Cancellation: The Village of Sister Bay reserves the right to cancel a reservation if the village requires use of the facility, in which case the security deposit and use fee will be refunded. Cancellations made by the applicant at least 48 hours in advance may receive a refund.

Public: Keep in mind that the beach and surrounding areas are public spaces. The village cannot guarantee that the public won’t be present during your event.

Emergency: IN THE EVENT OF AN EMERGENCY, dial 911. Contact the Parks & Streets Director to determine where an AED is located.

Any group who fails to follow the aforementioned regulations may be prohibited from use of village facilities in the future.

I acknowledge that I have read and agree to the regulations listed above.

Applicant signature: _____ Date: _____

If other than the applicant, name and contact information for individual responsible for answering questions during the event, including set-up and take-down (i.e. event planner):

Name: _____

Phone: _____



Date Received: _____ Date Approved: _____

Use Fee Collected: _____ Sec. Dep. Check #: _____

Facility Inspection: _____

Sec. Dep. Return Date: _____



ORCHARD AGREEMENT - WILTSE

Date: October 6, 2025

Board/Committee: Parks, Property & Streets

Author: Julie Schmelzer, Village Administrator

This spring we approved a lease agreement for Seaquist Orchards to rent the orchards on the former Wiltse site. At that time a member questioned why the lease wasn't submitted earlier. Mr. Seaquist has requested a new lease for the 2026 season. It is attached. Does the committee support recommending approval to the Board?

ORCHARD AGREEMENT

This ORCHARD AGREEMENT made this _____ day of _____, 2026, 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, 2026, and ending on April 1, 2027, 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 employees families 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. Pending land disturbance activity, engineering and/or construction would warrant early termination.

SECTION 4. TAXES AND ASSESSMENTS

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

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 only to use recommended chemicals and sprays in recommended amounts for fertilizing and spraying the trees on the demised premises and to avoid spraying near the Village's community gardens.

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.)





COMMEMORATIVE BENCHES

Date: October 6, 2025

Board/Committee: Parks, Property & Streets

Author: Julie Schmelzer, Village Administrator

Attached is our commemorative bench policy, and three bench requests. What is the direction of the committee? Approvals do not need Board approval.



Village of Sister Bay Commemorative Bench Program Policy and Donation Agreement

(approved by the Village Board 04/20/21)

It is the policy of the Village of Sister Bay to accept donations for the purpose of installing commemorative benches within Village parks and public spaces to offer the opportunity to honor someone special, to remember a loved one, or to recognize a special event or achievement. Benches that commemorate significant events in village history will be determined by the Board with assistance from the Sister Bay Historical Society.

Donation Purpose: Donations will be accepted only for the purpose of purchasing and installing park benches approved by the Village.

Policy Statements:

1. Individuals that wish to be commemorated with a physical memorial must have a direct affiliation with, or have lived in, the Village of Sister Bay and have made significant contributions to our community. Memorials need to reflect the Village "culture" and recognize the overall historical significance of the person. Memorials need to "tell the story" of the Village of Sister Bay.
2. Donors will submit a written statement outlining the connection between their honoree and the Village of Sister Bay. These statements will be compiled and shared on the village's website as a further means of commemoration and carry on the story of those who have shaped Sister Bay. Village staff reserve the right to edit the statement for appropriateness and length, if required.
3. The Parks, Property and Streets Committee and/or Village Staff will have final approval of requested memorials and location of placement.
4. The location of memorial benches shall be sited according to the master plan layout of the Village parks and public spaces. The approved spaces include:
 - a) Waterfront Park
 - b) Marina and Marina Park
 - c) Sports Complex
 - d) Dog Park
 - e) Bike Path

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5. Once donated, the memorial becomes the property of the Village and it is prohibited for donors to decorate or add adornment to the memorial item.
6. Commemorative benches shall be constructed of wood with a metal frame and placed on concrete slabs where necessary. The commemoration statement will be routed directly on the bench.
7. Cost of a memorial bench shall be \$1000 which includes all materials, labor, and installation along with any necessary maintenance endowment.
8. The wording on the memorial will be limited to
 - a) In memory of ...
 - b) In honor of ...
9. Park benches will have a guaranteed life of 10 years. The Village of Sister Bay agrees to replace a damaged or destroyed bench within the first 10 years but does not guarantee permanency of the memorial beyond that time. After nine (9) years, office staff will contact the donor (or alternate contact) in writing at the address shown on the completed application to inform them of the upcoming termination date of the memorial. Donors may request renewal of the term for an additional fee. The renewal fee will be the current cost of a new bench, regardless of the condition of the current one, and the term will again be 10 years. If a Donation Agreement was not in place at the time of the original request, the donor must complete a request form. *Policy Statement #1 shall apply to all memorials even if it did not at the time of the original request.* If the donor or alternate contact cannot be reached after three (3) months of the initial attempted contact, the memorial location will be offered to a new donor.
10. Donors must enter into a written donation agreement with the Village (attached). This document will specify the terms of any gift, which may include provisions regarding maintenance, life span, and donor recognition.
11. This policy will be reviewed annually and updated as necessary.
12. The master plan of public parks and public spaces will be reviewed and updated as necessary.

Commemorative Bench Program Donation Agreement

Please complete this application to donate a park bench to the Village of Sister. Village staff will contact you regarding acceptance of your application and placement of your memorial.

I wish to donate a memorial park bench ☒ IN MEMORY OF ☐ IN HONOR OF (check one)

R I C H A R D & G R A C E W I L K E

(limit of 23 characters including spaces)

Donor Name: Mark & Sue Molenda, & David Wilke

Address: W355N6644 E Stonewood Dr.

City, State, Zip: Oconomowoc, WI 53066

Email: markmolenda@scidi.com

Phone: 414-732-7384

Alternate Contact Name: Mark & Sue Molenda

Alternate Contact Address: 10660 S Spring Rd

City, State, Zip: Sister Bay, WI 54234

Email: suemolenda@scidi.com

Phone: 414-687-4041

Desired location for placement of memorial: Marina/Marina Park (preferably on the location of the former Wilke Furniture Store nearest the Village Hall)

Enclosed is a fee of \$1000 for a park bench payable by check to VILLAGE OF SISTER BAY. I have also attached a written statement (see back of form) which will be edited by village staff and posted on the village's website.

Completed form and payment can be mailed to PO BOX 769, Sister Bay, WI 54234. Questions on completion of this form can be directed to staff at (920) 854-4118 or email heidi.teich@sisterbaywi.gov.

I acknowledge that a monetary donation is being offered to support Village of Sister Bay parks. I agree that I have read the entire Commemorative Bench Program Policy and understand the terms and conditions under which I am making this request. With this donation, the Village of Sister Bay will install a commemorative park bench for a period of 10 years engraved with the name of the designated honoree indicated above. After 10 years, the bench may be removed or refurbished with a future donation. I also grant permission for the Village of Sister Bay to compile and share the written statement about the honoree submitted with this request on their website for the public to enjoy.


Signature

8/7/2025

Date

Commemorative Bench Program Honoree Details

Want to remember an individual important to the area? Consider the following questions when creating your statement about your family member and/or loved one:

While residing in the Village:

- *where were they employed or did they own their own business
- *did this person serve on any project committees
- *did this person conduct any volunteer service in the village
- *list any other significant contributions to Sister Bay

Statements need not be overly long. Village staff will contact you at the email or number provided on the reverse of this form if clarification is needed.

Richard & Grace Wilke moved to Sister Bay at the end of World War II. They opened the

Peninsula Fruit and Vegetable Market in Sister Bay. Not long after, they opened a Red Owl Grocery

Store in Sister Bay (now Grasses' restaurant). They also opened Penguin Drive across from the

grocery store on the site that is now where Chop is located. In about 1953, they purchased the larger

Manson's grocery store which was located between Al Johnson's and the former Lundquist Hardware

store and laundromat (now part of Al Johnson's outdoor bar). They rebranded this grocery store as a

Red Owl grocery store. In the late 1950's, they sold the grocery store to the Krist family and purchased

Witalison's Furniture and Floor Covering store. They rebranded that store as Wilke Furniture (now the

site of Marine Parker) until the early 1980's. The pair then sold the property to Al Johnson who then

created the walkway shops. Richard was a founding member of the Billy Weiss American Legion Post

527 of Sister Bay and served a term as its Commander. He was a founding member of the Sister Bay

Lions Club and served a term as its President. He served on the Sister Bay Village Board in the early

1970's and was instrumental in working to pass a resolution for the construction of the first municipal

sewer and water system in Northern Door County. He played a role in the planning of Sister Bay's early

Fall Festival beginning in about 1946 and even served as the Fire Chief of Sister Bay in the 1960's.

Grace was born in Sister Bay and was one of the first teachers at the Sister Bay Village school and

served as a rural mail carrier. She was a founding member of the Sister Bay Women's Club and served

as President for a term. She worked as a business woman in all of the businesses cited above, a

distinguished feat since it was in the mid/late 1900's.

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Commemorative Bench Program Donation Agreement

Please complete this application to donate a park bench to the Village of Sister. Village staff will contact you regarding acceptance of your application and placement of your memorial.

I wish to donate a memorial park bench ☒ IN MEMORY OF ☐ IN HONOR OF (check one)

Robert and Lorna Winn

(limit of 23 characters including spaces)

Donor Name: Daniel Winn
 Address: 1200 S. Honey Way
 City, State, Zip: Denver, CO 80224
 Email: iwinn70@hotmail.com Phone: 303-249-1827

Alternate Contact Name: Thelma Winn
 Alternate Contact Address: same as above
 City, State, Zip: same as above
 Email: tcroman@hotmail.com Phone: 303-550-1298

Desired location for placement of memorial: Sister Bay

Enclosed is a fee of \$1000 for a park bench payable by check to VILLAGE OF SISTER BAY. I have also attached a written statement (see back of form) which will be edited by village staff and posted on the village's website.

Completed form and payment can be mailed to PO BOX 769, Sister Bay, WI 54234. Questions on completion of this form can be directed to staff at (920) 854-4118 or email info@sisterbaywi.gov.

I acknowledge that a monetary donation is being offered to support Village of Sister Bay parks. I agree that I have read the entire Commemorative Bench Program Policy and understand the terms and conditions under which I am making this request. With this donation, the Village of Sister Bay will install a commemorative park bench for a period of 10 years engraved with the name of the designated honoree indicated above. After 10 years, the bench may be removed or refurbished with a future donation. I also grant permission for the Village of Sister Bay to compile and share the written statement about the honoree submitted with this request on their website for the public to enjoy.

Dan Winn
 Signature

9-18-25
 Date

Commemorative Bench Program Honoree Details

Want to remember an individual important to the area? Consider the following questions when creating your statement about your family member and/or loved one:

While residing in the Village:

- *where were they employed or did they own their own business
- *did this person serve on any project committees
- *did this person conduct any volunteer service in the village
- *list any other significant contributions to Sister Bay

Statements need not be overly long. Village staff will contact you at the email or number provided on the reverse of this form if clarification is needed.

My parents were Sister Bay residents since 1985. First operating their house on Cardinal Ct. as a vacation rental long before Air B+B. It was our vacation home when not rented. Then they remodeled the house and moved in as their retirement home in the late 1990's. They had a great 20-30 years up here on the door. They worked together at Sweetie Pies for a stint toward the end and probably were involved in many Door Co / Sister Bay events. Dad was a Lion's Club member also.

Bob and Lorna Winn were their names.

Commemorative Bench Program Donation Agreement

Please complete this application to donate a park bench to the Village of Sister. Village staff will contact you regarding acceptance of your application and placement of your memorial.

I wish to donate a memorial park bench ☒ IN MEMORY OF ☐ IN HONOR OF (check one)

(limit of 23 characters including spaces)

Donor Name:

Julie Strang

Address:

310 N. Owen Drive

City, State, Zip:

Madison, WI 53705

Email:

Henigejulie@hotmail.com

Phone:

608-335-9802

Henigejulie@hotmail.com

Alternate Contact Name:

Jan Behn

Alternate Contact Address:

310 N. Owen Dr.

City, State, Zip:

Madison, WI 53705

Email:

jmbehn@wisc.edu

Phone:

608-233-4836

Desired location for placement of memorial:

Pebble Beach, Little Sister Cemetery

Enclosed is a fee of \$1000 for a park bench payable by check to VILLAGE OF SISTER BAY. I have also attached a written statement (see back of form) which will be edited by village staff and posted on the village's website.

Sister Bay
Waterfront
Park or

Completed form and payment can be mailed to PO BOX 769, Sister Bay, WI 54234. Questions on completion of this form can be directed to staff at (920) 854-4118 or email heidi.teich@sisterbaywi.gov.

Sister Bay
Marina
or
Dog Park

I acknowledge that a monetary donation is being offered to support Village of Sister Bay parks. I agree that I have read the entire Commemorative Bench Program Policy and understand the terms and conditions under which I am making this request. With this donation, the Village of Sister Bay will install a commemorative park bench for a period of 10 years engraved with the name of the designated honoree indicated above. After 10 years, the bench may be removed or refurbished with a future donation. I also grant permission for the Village of Sister Bay to compile and share the written statement about the honoree submitted with this request on their website for the public to enjoy.

Signature

Julie Strang

Date

8-7-25

In Memory of Bill and Audrey Strang

Julie Strang

310 N Owen Dr.

Madison, WI 53705

henigejulie@hotmail.com, 608-335-9802

Tim Strang

4119 Bristol Ct.

Northbrook, IL 60062

tjstrang@yahoo.com, 312-802-0550

We would love to have a bench in sister bay to honor our parents as this was a very special place for them. Our Grandfather, Allen Strang, used to have a cabin they named the "folly" right on pebble beach. He was the founder of Strang Architecture in Madison, WI. I am not sure if he was involved in any local organizations or volunteerism?

My dad had to sell the cabin unfortunately on in the 90's to help pay for his memory care in the later years of his life. It was a very special place for my parents as my dad proposed to my mom on Pebble Beach, and they are buried in little sister cemetery right by Pebble Beach. They went every summer of their 49 years together to golf and see theatre, enjoy the Peninsula. My brother and I grew up with fond memories and visit often as well. Fish boils, Camping, fishing... My brother and his wife enjoyed their honeymoon in Door County. All of us have plots purchased in little sister cemetery.

On my last visit a few weeks ago, I saw the restoration down by pebble beach and the beautiful new path. Our number one choice would be to have a bench on the beach there, on the path, or in little sister cemetery. If those are not options, then the next choice would be Sister bay waterfront park, Marina park, or the dog park.

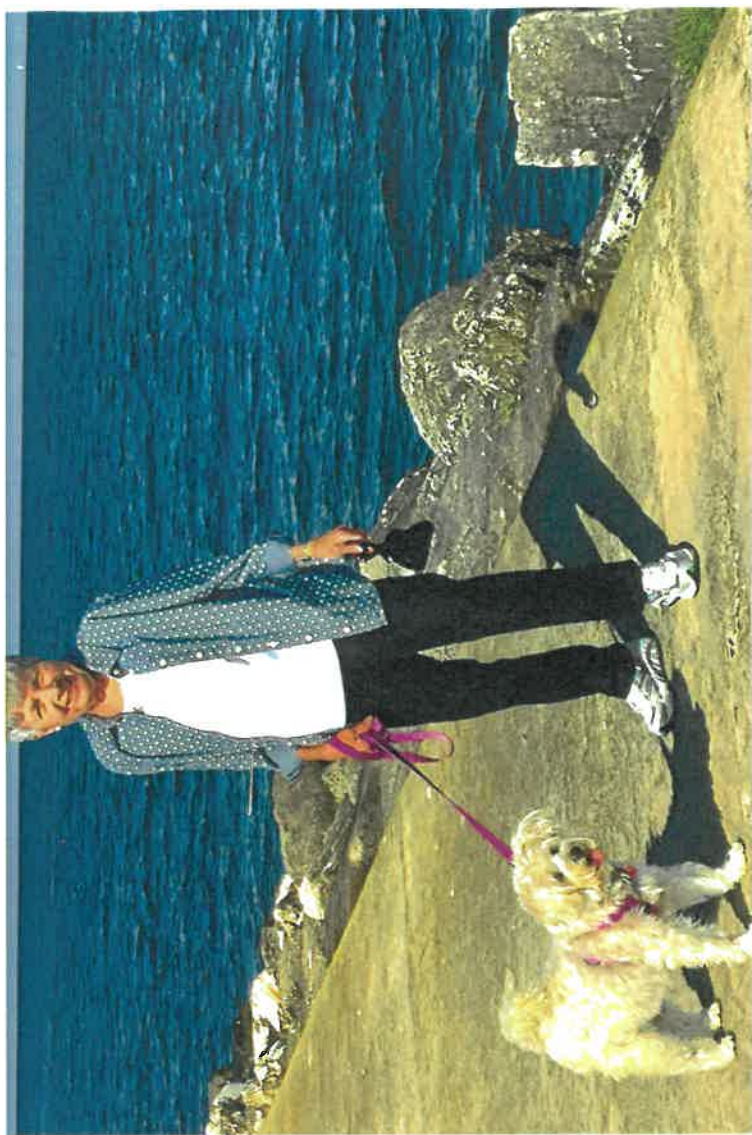
I am going to send along a few photos, one of my parents posing on Pebble Beach right after their engagement. Another of them holding my brother and I on the deck of the cabin on Pebble Beach, and my Father's obituary which shares their engagement story.

Thank you very much for considering a bench for them, it would mean so much to our family.

Sincerely,

Julie/ Tim Strang

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Pan. State Park



56

Engagement at Pelican Beach



Pebble Beach



In Memory of

William "Bill" Allen Strang
September 23, 1937 - September 3, 2014

William "Bill" Allen Strang, age 76, of Madison, Wisconsin, died Wednesday September 3, 2014 at St. Mary's Hospital following a long battle with heart disease. Bill was born September 23, 1937 in Richland Center, Wisconsin, the son of Allen Strang and Alice (Parfrey) Strang.

He is survived by his wife Audrey, son Tim, daughter Julie, grandchildren Marlee, Alex, Lauren, Nicolas, and Ryan. He is further survived by his sister Betsy Willis and her husband Bob, and their sons Bob, Brad, Bill, and Mike.

Bill had been married to his lovely wife Audrey for an adventure-filled 49 years. He proposed on Pebble Beach in Sister Bay, Door County, and they were married on September 4, 1965.



Bill was a Badger through and through. He graduated from UW-Madison with a bachelor of Business Administration in June 1959, Master of Business Administration in January 1961 and completed his PhD in Marketing in January 1967. At 623 pages, he had the longest dissertation on record at the time which was lovingly typed by his devoted wife. He taught Marketing at UW-Madison from 1963-1979 and was Associate Dean for External Relations from April 1983 until his retirement in 1999.

The adoption of his son, Tim, and birth of his daughter, Julie, brought much joy to Bill. He felt doubly blessed to welcome his daughter-in-law, Jennifer Spruiell, and son-in-law, Brian Henige, to his family. He was further blessed to welcome his five adored grandchildren whose antics brought much joy to Bill over the last few years.

Through his time at the university and in retirement, Bill and Audrey enjoyed travel throughout the world. This included trips to South America, China, and Europe. Family vacations included trips to Canada, Florida, Arizona, and Door County. He loved to fish and his trips of portaging into Canada were among his favorite memories. Playing golf in Door County with his wife Audrey was an annual tradition. He followed the UW basketball team for over 40 years and was former president of the Badger Basketball Boosters. He was able to retire at the age of 62 and enjoyed playing golf with Audrey, spending time with family, following UW sports, enjoying shows at the Overture, and reading.

Professionally, his proudest accomplishments were his role in the creation and development of the Fluno Center and his role as chairman of the building committee for Granger Hall. He also took pride in his economic impact studies, his 10-year forecasts of Wisconsin's economy, and his service to the Wisconsin Economic Development Commission.

Bill had a love of animals his whole life. He will be greeted at heavens gates by his dogs Pat, Dutchess, Bunker, Chico, DeDe, and Tasha. Phoebe, a five-year-old schnoodle, is their current "child" and will bring Audrey great comfort in the difficult days ahead.



DISCUSSION/ACTION LIST

Date: October 6, 2025

Board/Committee: Parks, Property & Streets

Author: Julie Schmelzer, Village Administrator

Our agendas have gotten quite lengthy. In an attempt to make the meetings more productive and efficient, I have categorized the many miscellaneous requests staff and the committee receives each month into the below. Ideally, this new format will result in 'quick answers', leaving more time for discussion on agenda items requiring further action (legal or Board action).

5.h.i. Vegetation & Trees

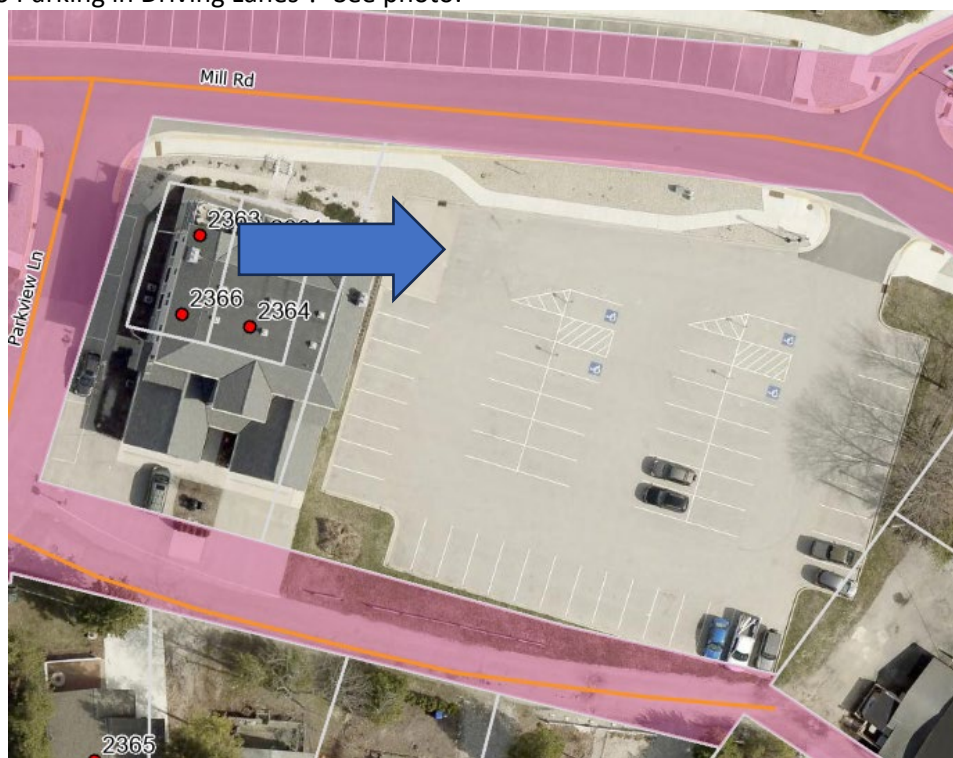
1. Some of the boxwoods (bushes) the committee requested be planted in the stones along the south side of Mill Rd/north side of the village parking lot, have died. Per the landscaping company, boxwoods don't do good in extreme heat, especially when planted in stone (stones radiate heat on the plant). They also didn't recommend daily watering, but now do. They will need to be replanted, and the landscaping firm has suggested we look at planting a different type of shrub. Erik has asked we be credited since the company didn't advise us not to plant boxwoods there, nor did they tell us to do daily watering. Rather than have the committee discuss shrubs again, do we have a volunteer to choose the replacement shrub variety?
2. On our walking tour the committee directed staff where to plant trees, and what variety. The Parks & Streets Director is concerned some of the trees may interfere with the future placement of the Fire Department's pancake tent. Do we want to change our tree locations based on a tent? Do we have a volunteer to work with Erik to approve the revised tree location?



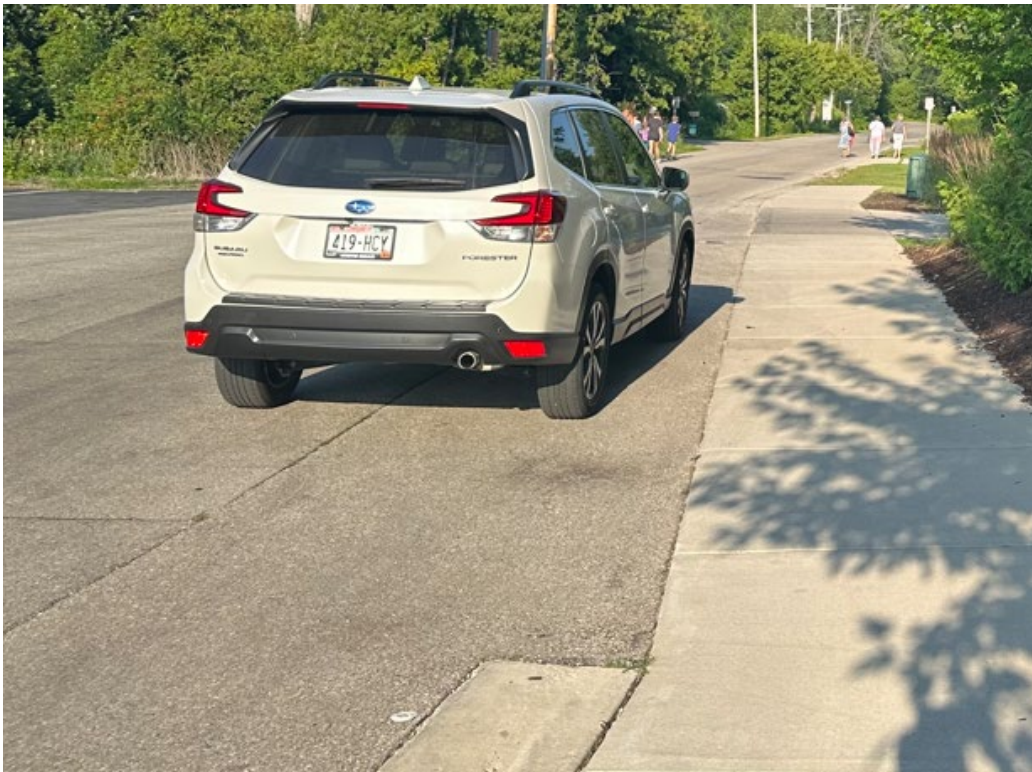
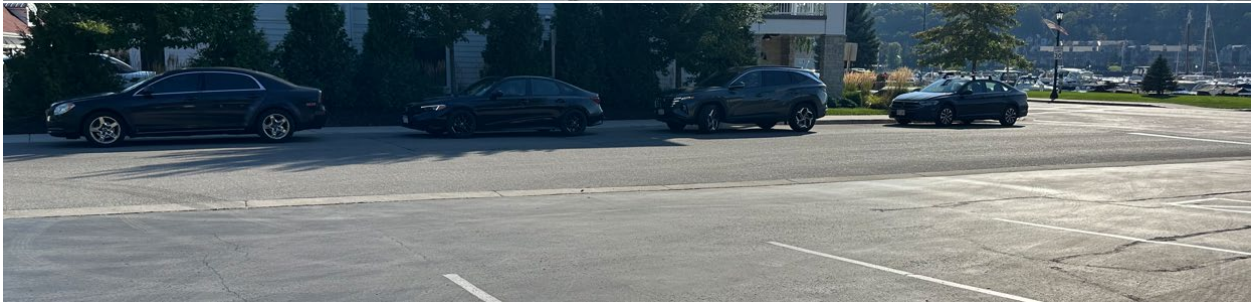
5.h.ii. Parking Issues

Do we agree the following items should be referred to the Parking Committee? Every month we seem to be getting more parking requests. We have previously referred matters to them; the below are from this month.

3. We've had several people park in the driving lane in the parking lot south of Mill Rd. They have received tickets. We do hear from them, and the argument is the driving lane/area is not signed no parking or striped yellow. To staff, its clear it's a driving lane. Do we want to post a sign that says 'No Parking in Driving Lanes'? See photo.



4. Kellstrom-Ray (a local real estate company) has requested the committee address parking on Sunset, more specifically, where Sunset intersects North Bay Shore Drive. It has been reported there is illegal parking and 'a lot of near misses' at the intersection. The request is to have the curbing sprayed yellow (no parking) and striped. Below are the photos that were submitted with the request. (They also requested trees be trimmed, which Erik is addressing.)





5. Per the committee's request, about two years ago we erected 'no parking over the line' signs. We now have a request to change those signs to read differently. How would the committee like to proceed? This revision would need to be budgeted.

5.h.iii. Donations

6. A previous committee discussed how to honor people who donate money towards our proposed new playground equipment. It was decided to ask local artists to design a donor 'plaque' (the committee looked artistic options), but after running an ad, we had no responses. One donor requested an update on the project. Rather than discuss possible ways to recognize donors again, do we have a volunteer to propose a donor plaque to the committee?

5.h.iv. Garbage Cans

7. A resident has requested the village extend their curbside garbage cans to the corner of Mill and Spring, citing there is a lot of garbage in that area (the resident currently picks it up). This could open the door to placing them on side streets, which isn't a bad idea, but could be costly. Do we want to budget for a can at that intersection and allocate more staff time to curbside pick-up? The current ones along Bay Shore Drive were \$6300 for 6 (2023 pricing).



5.h.v. Road & Trail Projects

8. Questions from the Triangle Road Project PIM:
 - a. Do we allow construction during tourist season? Which months or weeks would be prohibited? Most contractors won't want to fight the traffic, but to prohibit construction from Memorial Day to Fall Fest will mean winter work, which will add to the cost. What about revising that to 'no construction from July 1st to Labor Day, and from October 14-20th (Fall Fest)'?
 - b. Do we require property owners to connect their sump pumps to the new lateral? Do we pay for the connection (the cost of running the lateral on private property would be bore by the owner)?
 - c. Do we want to delay the project to bid/conduct a traffic study for one way traffic? I have accessed the engineer for their thoughts on this and hopefully will have an answer from them by the time we meet.

Updates From Last Month

9. The Board approved the Historic Signage proposal. Since the committee didn't favor working the mason used previously, Erik is working on getting new bids for the stone supports, and counter and benches in the gazebo. As a side note, this past weekend I saw some signs at a state park that did not use stone pillars, and it was sleek and attractive, so if we opt not to use the pillars, I'm thinking the sign supports will still look attractive. Examples:





PARKS & STREETS DIRECTOR'S REPORT

Date: October 6, 2025

Board/Committee: Parks, Property & Streets Committee

Re: Monthly Report

Author: Erik Linczmaier, Director

1. Staff completed the committee's request to have all the benches throughout the Village cleaned. The benches and concrete pads were sprayed with the chemical cleaning agent Wet & Forget (recommended during our walk through). Spraying the benches and pads with Wet & Forget took three days for staff to complete. Power washing all the benches last year took two weeks for staff to complete. So, fingers crossed Wet & Forget works just as good or better.
2. On September 11, the Parks Department hosted an open house for the public at the new maintenance building. This event was wonderful, with very positive feedback from residents.
3. After the open house was complete staff took the rest of the month to start moving into the new facility. Our efforts on moving into the new building will be paused through much of October and November as the department will have to focus on Fall Fest and Christmas Decoration setup.
4. Staff completed the committee's request to meet with Lakeview Concrete & Landscape (recommended by a committee member at our last meeting) to discuss the construction of the historical signage concrete slab and stone pillars, along with the Stone counter and stone benches that will be in the gazebo. Lakeview Concrete & Landscape did have some questions regarding the counter and benches size and dimensions. The Counter was suggested to be 80" L x 30" W x 36" H with a cap 82" L x 32" W or 34" W. A standard Nesco Dimension is 26" L x 18" W

for reference. They suggested the benches be 80" L x 18' w x 18' h with the cap being 82" L x 20" W. This will cover the distance from footing to footing leaving a little gap near the wooden posts. We are waiting on the estimate. Julie has suggested that if the sign pillars are too costly, perhaps we just use metal posts (part of the sign frame to match).

5. Staff have noticed an increase in pet waste being left on the ground inside the dog park this season. This waste can become very unpleasant to deal with when having to clean under the mowing decks each week. Staff has also witnessed people throwing the pet waste over the fence with a shovel and dumping unbag pet waste into the trash can. Staff has asked if there is anything that can be done to correct the behavior of people that use this facility. I feel that a temporary shutdown of one week could go a long way to correct the behavior of people that do not clean up after their pet in the appropriate way. Thoughts? Also, there are holes from the dogs, but we did place a pile of mulch there earlier in the year for volunteers to fill in the holes, so we will not be using staff to complete this task.
6. Update on cold storage: I was able to meet up with Terry Hackl from TK Builders to discuss siding, roofing and lean-to options for the building. I'm still waiting to receive estimates from him.
7. Update New Bathrooms Bay's Concession stand: This month I attended a meeting hosted by Jeff Pfeiffer the Bays treasurer to discuss plans to construct bathrooms on south side of the concession building. John Sawsyer attended along with his brother-in-law, Andy Franke. It was a productive meeting with good ideas to eliminate the chopper pump that pumps the wastewater to the lift station next to the warming house. I did make them aware of the desire to have this new bathroom be year-round. They asked how deep the water service line was buried. I told them just below the topsoil. They stated that the first thing that will have to take place before the new bathrooms and concession stand can be opened year-round is to have that water service line trenched below the frost line. These discussions are on-going.

8. Update on old drive access: I contacted Mike from JF Construction to see when he will have this project on his schedule to be completed. He told me the new possible start date could be the week after Fall fest. So, we will see. I did Express concerns about this project not getting done this year and he assured me it will be done.
9. Marina Fest appeared to be successful. I helped staff in the morning, and then took my family to the event in the afternoon. As reported last month, we heard high praises of Mitch's work that day, and I treated him to the Carroll House in appreciation.



ADMINISTRATORS REPORT

Date: October 6, 2025

Board/Committee: Parks, Property & Streets

Author: Julie A. Schmelzer, Village Administrator

Gateway Park

A driver damaged a tree at Gateway Park. Replacement cost is \$750, which was too low to turn into insurance. We have asked the judge to request restitution and have the driver pay for the tree

Community Garden

Lisa and Harold Bolger have contributed \$100 for the water to the Community Garden. We will be sending them a thank you, sending Cori and Kathy (the women who volunteer to manage the gardens) a message we received the donation, and crediting their account (the message went to Cori). Please see the attached letter.

Marketplace Appraisal

The Marketplace parking lot appraisal may not be completed anytime soon as the appraiser is attempting to coordinate with the DNR on appraisal requirements, and the response time hasn't been as quick as he'd prefer. Appraisals are only valid for a specific period of time, so prolonging discussions could result in the village needing an updated appraisal.

Hwy 57 Trail Update

The schedule has been updated.

- Design will be completed by November 1, 2026
- The project will be advertised for bid on January 5, 2027
- Bid awarded February 9, 2027
- Construction starts May 2027, or sooner if allowed by DOT
- Construction ends on or before September 2027, dependent on whether DOT allows construction to begin sooner

Hwy 42 Trail Update

Engineering and grant update

- Stantec is wrapping up the final touches on the engineering, which includes geo tech work for the boardwalk
- DOT has approved the trail and boardwalk locations
- Stantec will be helping with the grant application, which is due Oct. 31

- At the Board meeting a citizen said the trail, in Ephraim, was going to be on the other side of the road and the village needed to redesign the trail to be on the north side of Hwy 42. This is not accurate. You are urged to follow the Bayshore Trail Feasibility Study being prepared by Bay-Lake RPC.

Concert Update

Approved last month/an update: The Crystal Lake Orchestra has decided they will not be utilizing the pavilion in July.

September 15, 2025

Hello Village Employees/Board Members,

My husband and I are residents of Sister Bay and current participants in the community garden at the park. We truly value the opportunity to be part of this program and greatly enjoy the sense of community it fosters.

We would like to contribute \$100 toward the water expenses for the garden. It is our understanding that the water bill consistently exceeds the contributions collected from garden members. Additionally, earlier this season we experienced a leaking hose, and it was brought to our attention that this may have added to the overall water costs. As a gesture of goodwill and responsibility, we would like to assist in offsetting those expenses.

We are very appreciative of the garden program and hope to see it continue to thrive for years to come. Although we initially met with someone when we signed up for our plot, we unfortunately do not recall their name or contact information, and communication has been limited to occasional encounters at the garden. For that reason, we are reaching out directly to the Village Board.

Thank you very much for your time and for supporting such a wonderful community resource. Please find check enclosed.

Warm regards,

Lisa and Arnold Burger

✉ lisajaneolson@aol.com

☎ 615-403-7165

RECEIVED SEP 22 2025