



VILLAGE BOARD MEETING
TUESDAY, NOVEMBER 18, 2025 – 6:00 PM

Sister Bay Liberty Grove Fire Station, 2258 Mill Rd., Large Meeting Rm.

To access the meeting electronically, click:

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

Meeting ID 443 990 1723, Code 304078; Connect by Phone 1-301-715-8592, Meeting ID 4439901723#

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

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

AGENDA

1. Call to Order & Roll Call (Zoom Participants Mute Devices)
2. Approve Agenda
3. Approve Meeting Minutes: October 21 & November 6, 2025
4. Comments, Correspondence and Concerns from the Public (Public comment limited to 3 non-transferable minutes per person)
5. Ordinances & Resolutions
 - a) Ord. 2025-013; Ch. 66; Text Amendments; P-1, CS-1, Signs, Definitions
6. Discussion/Action Items
 - a) Development Agreement; Accessory Use to Existing Business; Northern Haus; 10388 Fieldcrest Rd.
 - b) Development Agreement Amendment; Mobile Food Court; RaeAnne LLC; 10563 Country Walk Dr.
 - c) Development Agreement Amendment; Basement Revision; Preserving Foundations; 2387 Ava Hope Ct.
 - d) Reconsideration Request; Conditional Use Permit; Nonconforming Structures & Uses; GEOS SB; 10849 N Bay Shore Dr.
 - e) Contracts; Commercial Vendors; Marina
 - f) Contract; Engineering Services; New Marina Building
 - g) Boardwalk Wood Purchase; Marina
 - h) Contract; Update Zoning Map; BayLake Regional Planning Commission
 - i) Intergovernmental Agreement; Street Services; Door County Highway Department
 - j) Ice Rink; Releasing Match Funds
 - k) ByLaws; Misc. Amendments
 - l) 2026 Fee Schedule
 - m) Final Cost Review; New Parks Building
 - n) Monthly Financial Report & Appropriations
7. Staff Reports
8. Committee Reports (See below committee listing)
9. Matters to be Placed on a Future Agenda or Referred to a Committee, Official or Employee
10. Next Meeting
10. Executive Session
 - a) Adjourn to closed session pursuant to Wis. Stats. §19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or legal advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved:
 - i. Bertram Communications Contract
 - b) Reconvene into Open Session
 - c) Motion or Action, as Appropriate
11. Adjourn

1. Finance Committee	10. Parks, Property & Streets Committee
2. Fire Board	11. Personnel Committee
3. Green Tier Legacy Community Committee	12. Plan Commission
4. Historical Society	13. Sewer and Water Utility Committee
5. Holiday Lighting	14. SBAA
6. Housing Committee	15. Technology & Telecomm Committee
7. Library Commission	16. Tourism Zone Commission
8. Marina Committee	17. Village Hall Planning Task Force
9. Parking Committee	

Public Notice

Public participation at meetings and correspondence is welcome. Submit emails or letters to the Village Clerk at clerk@sisterbaywi.gov or at the Village Administration Office at 2383 Maple Drive, Sister Bay. Letters may not be read at the meeting but referenced and/or summarized. You may also email Board members directly. Questions regarding the nature of the agenda items or more detail on the items listed can be directed to the Village Administrator at julie.schmelzer@sisterbaywi.gov. Copies of reports and other supporting documentation are available for review online and at the Village Administration Office during operating hours (8 a.m. to 4 p.m. Mondays – Thursdays, 8 a.m. to noon on Fridays).

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 Village Administration Office at 920-854-4118; (FAX) 920-854-9637; emailing the Village Clerk at clerk@sisterbaywi.gov, or, by writing to the Village Administration Office, 2383 Maple Drive, PO Box 769, Sister Bay, WI 54234 (allow adequate mail time).

It is possible that members of and possibly a quorum of members of other governmental bodies may attend the meeting to gather information; no action will be taken by any governmental body other than the body specifically referred to above.

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

Posted Date/Signature _____

VILLAGE BOARD OF TRUSTEES MEETING MINUTES
Tuesday, October 21, 2025
(Approval Pending)

1. Call to Order & Roll Call

The October 21, 2025, meeting of the Sister Bay Village Board of Trustees was called to order by President Nate Bell at 6:00 P.M.

Present: President Bell and trustees Denise Bhirdo, Patrice Champeau, Kurt Harff, Louise Howson, Brigid White. Excused: Chad Kodanko

Staff: Julie Schmelzer- Village Administrator, Vlad Gannik -Financial Specialist/Village Treasurer, Adam Ruechel, R.W. Baird & Associates, Julie Thyssen- Village Clerk.

Zoom: Ellie Soderberg-Guger, Karen Berndt, Megan Barnes, Dave Lienau, Jill Gohdes Wiebe, Erik Linczmaier

Audience: Laurel Harff, Andrew Martzel, Cynthia Geocariss, Steven Scripp

2. Approve Agenda

Motion by Harff, second by White, to approve the agenda. Motion carried – all ayes.

3. Approve Meeting Minutes: September 16 & 18, 2025 & October 13, 2025

Corrections were noted to the September 16 minutes.

No corrections were noted for the September 18 or October 13 minutes.

Motion by Bell, second by Harff, to approve the minutes as amended. Motion carried – all ayes.

4. Comments, Correspondence and Concerns from the Public

Attorney Andrew Martzel spoke on behalf of clients Cindy Geocariss and Steven Scripp regarding a conditional use permit. Bell stated he would call on them when that agenda item came up.

5. Presentation & Recommendation for Publication

a. 2026-2030 CIP & 2026 Budget; Finance Committee

Schmelzer introduced the Capital Improvement Plan and proposed budget that Ruechel and Gannik prepared with Finance Committee Chair Bhirdo. The purpose of this agenda item was to gather comments before publishing the information in the newspaper.

Ruechel provided a detailed explanation of the budget, noting:

- The village assessed value is approximately \$826,124,200
- The proposed levy is about \$3,400,000
- When accounting for TID increment, the total levy would be approximately \$4,011,386, reduced from \$4.2 million last year
- The estimated mill rate would be \$4.86, which accounts for general fund, debt service, capital projects, and TIF

Board members discussed several aspects of the budget:

- Expressed concern that the Village Hall renovations were not prioritized in the CIP, while the Community Center warming house had funds allocated (\$100,000)

- 1 • There was discussion about Village Hall funding being scheduled for 2027 at \$150,000 for
- 2 three years
- 3 • Various board members discussed the need to balance road infrastructure with other
- 4 community needs
- 5 • Inquiry about how the broadband bond would be handled, with Ruechel explaining three
- 6 potential options: finding another broadband provider, reallocating funds to the
- 7 administration building (Finance Committee recommendation), or defeasance of the bond
- 8 *Motion by Howson, second by White, to recommend the budget for publication. Motion carried – all*
- 9 *ayes.*

10 6. Resolutions

11 a. Res. No. 2025–025; Adopting the 2026-2030 Capital Improvement Plan

12 *Motion by Howson, second by Bhirdo, to adopt Resolution No. 2025-025 approving the 2026-2030*

13 *Capital Improvement Plan.*

14 *Motion carried – all ayes.*

15 b. Res. No. 2025-026; Adoption of the 2025-2029 Comprehensive Outdoor Recreation Plan

16 Schmelzer explained that the Comprehensive Outdoor Recreation Plan had been developed by the

17 Parks, Property and Streets Committee over three years. The plan is necessary for grant funding

18 eligibility.

19 It was requested that the bicycle and pedestrian trails section match exactly what appears in the

20 Comprehensive Master Plan on page 29, noting some wording differences that change the meaning.

21 *Motion by Bell, second by Champeau, to adopt Resolution No. 2025-026 approving the*

22 *Comprehensive Outdoor Recreation Plan with the amendment that the bicycle and pedestrian trails*

23 *section match exactly what is in the Comprehensive Master Plan. Motion carried – all ayes.*

24 c. Res. No. 2025-027; Designating Public Depositories & Signers

25 Schmelzer explained that this annual resolution verifies which banks the village does business with

26 and designates authorized signers.

27 *Motion by Bell, second by White, to adopt Resolution No. 2025-027 designating public depositories*

28 *and signers as presented.*

29 *Motion carried – all ayes.*

30 7. Discussion/Action Items

31 a. Conditional Use Permit; Nonconforming Structures & Uses; GEOS SB; 10849 N Bay Shore Dr.

32 Schmelzer reported that the Plan Commission had recommended approval of the conditional use

33 permit with several conditions, including deed restrictions prohibiting short-term rentals in both

34 cottages, converting the cottage by the water to storage use only, allowing the road-side cottage as

35 a dwelling, and prohibiting structural alterations to either cottage.

36 Attorney Andrew Martzel, representing property owners Dr. Geocaris and Mr. Scripp, objected to

37 the conditions, stating his clients were not given an opportunity to respond at the Plan Commission

38 meeting and had never agreed to the restrictions. Dr. Geocaris stated she had owned the property

39 for 23 years, planned to rebuild the main house as a retirement home, and opposed restrictions

40 limiting her use of the cottages.

41 Bhirdo, Plan Commission Chair, noted that no conditional use permit had ever been approved

42 without conditions and suggested returning the matter to the Commission if the board disagreed.

43 Schmelzer explained the zoning intent to bring nonconforming structures into compliance when

44

45

1 redevelopment occurs. White expressed concern over restricting property rights, and Bell noted his
 2 original Plan Commission motion had included only the short-term rental restriction before
 3 additional conditions were added.

4 Following discussion, the board voted to modify and approve the conditional use permit with the
 5 following conditions:

- 6 1. Deed restrictions prohibiting short-term rentals in both cottages.
- 7 2. The cottage near the road may remain a dwelling unit.
- 8 3. No replacement, extension, addition, or structural alteration to either cottage without a
 9 separate conditional use permit; routine maintenance permitted.

10 *Motion by Howson, second by White to approve the conditional use permit with the above*
 11 *conditions.*

12 *Roll Call Vote: Howson – Yea; Harff – Yea; Champeau – No; Bell – Yea; Bhirdo – No; White – Yea.*

13 *Motion carried 4–2.*

14 **b. Lease Agreement; 2026 Orchard Agreement; Seaquist; Former Wiltse Property**

15 Schmelzer explained this agreement allows Seaquist Orchard to maintain the orchards on village
 16 property. The agreement includes a provision that allows the village to terminate if development of
 17 the property is planned.

18 *Motion by Howson, second by White, to approve the 2026 orchard agreement with Seaquist for the*
 19 *former Wiltse property. Motion carried – all ayes.*

20 **c. Letter of Intent; Housing Development; Tim Halbrook Builders; Ava Hope & Northwoods Dr.**

21 Schmelzer presented a letter of intent for Tim Halbrook Builders to develop apartments on village
 22 property at the corner of Ava Hope and Northwoods Drive. The agreement would transfer the
 23 property at no cost provided the developer enters into a development agreement and the project is
 24 approved.

25 Howson raised concerns about the affordability of the proposed rents (\$1,350-\$1,650) and the
 26 limited number of one-bedroom units. Schmelzer noted these issues would be addressed in the
 27 development agreement and that the RFP had required 20% affordable housing units.

28 White asked about the scale of the project, which would include 27 units across three apartment
 29 buildings, and expressed concern about potential overpopulation with multiple housing
 30 developments occurring in the area.

31 Schmelzer mentioned that the RFP had sought single-family homes, townhouses, or apartment
 32 buildings, but the only response received was for apartment buildings due to cost considerations.
 33 She noted the developer would likely build the project in phases.

34 *Motion by White, second by Howson, to approve the letter of intent between Tim Halbrook Builders*
 35 *and the village concerning the property at the northeast corner of the intersection of Ava Hope and*
 36 *Northwoods Drive. Motion carried – all ayes.*

37 **d. Conceptual Plan Approval; Marina Building**

38 Schmelzer presented a conceptual plan for the marina building, explaining that the Marina
 39 Committee sought approval before investing in further design details.

40 White emphasized that the marina boaters would pay for the marina building through increased
 41 seasonal and transient slip rates, not taxpayers.

42 Discussion ensued about various renewable energy options.

43 *Motion by Howson, second by Champeau, to approve the functional layout provided there's research*
 44 *done into renewable energy sources for the building. Motion carried – all ayes.*

45 **e. Contract; Marina Building Design Development; MDT**

1 *Motion by Howson, second by Bhirdo, to approve the contract for the Marina building design*
 2 *development with MDT in the amount of \$20,000. Motion carried – all ayes.*

3 **f. Committee Appointments; Technology & Telecomm Committee**

4 *Motion by Bhirdo, second by Bell, to appoint Steve Soder and Jim Matson to the Technology &*
 5 *Telecomm Committee. Motion carried – all ayes.*

6 **g. Monthly Financial Report & Appropriations**

7 The board reviewed the monthly financial report.

8 *Motion by Bell, second by Hearth, to approve the financial report in the amount of \$886,714.02.*

9 *Motion carried – all ayes.*

10
 11 **8. Staff Reports**

12 Howson commended Erik and his team for their excellent work managing Fall Fest, keeping
 13 everything orderly and clean.

14 Schmelzer clarified that the bicycle path along Bluffside Trail was planned for the east side of the
 15 road. She also confirmed that the state had verified a municipal administration building with green
 16 space and election space would be eligible for the \$2,000,000 local government grant.

17
 18 **9. Committee Reports**

19 Finance Committee minutes referenced allocating \$5,000 from the undesignated balance fund for
 20 legal consultation regarding deed restrictions and housing models. Bhirdo inquired about addressing
 21 this matter. Schmelzer advised this should be an agenda item for the next meeting since it involved
 22 spending unbudgeted funds.

23 Harff reported nothing to add from the Fire Board beyond what was in the packet.

24 Bhirdo congratulated the Historical Society on receiving \$50,000 in funding. Schmelzer reported they
 25 were working on Christmas events and would have people from a movie coming to do fundraising
 26 and sign posters on December 15.

27 The Housing Committee did not have a quorum at their last meeting but had an informative
 28 discussion with Tom Landgraf, a UW professor and development consultant who offered to
 29 volunteer his time to help with financial models.

30 Bell had nothing to add regarding the Library Commission.

31 Howson reported that Parks would be meeting with Erik to identify locations for planting trees north
 32 of Village Hall. She also noted concern about erosion at Pebble Beach potentially affecting tree
 33 roots.

34 *Motion by Bell, second by Howson, to accept the committee reports. Motion carried.*

35
 36 **10. Matters to be Placed on a Future Agenda or Referred to a Committee, Official or Employee**

37 The Finance Committee's request for \$5,000 from undesignated funds for legal consultation on
 38 housing matters will be placed on the next agenda.

39
 40 **11. Next Meeting**

41 The next meeting will be the public hearing for the budget at 5:30 PM on Monday, November 17,
 42 2025.

43
 44 **12. Adjourn**

45 *Motion by Howson, second by Bell, to adjourn. Motion carried – all ayes.*

1 The meeting adjourned at 8:30 PM.

2

3 Respectfully submitted,

4

5 Julie Thyssen

6 Village Clerk

VILLAGE BOARD OF TRUSTEES MEETING MINUTES
Thursday, November 6, 2025, at 10:00 AM
(Approval Pending)

1. Call to Order & Roll Call

President Bell called the special meeting of the Village Board of Trustees to order at 10:00 AM.

Present: President Nathan Bell, trustees Patrice Champeau, Kurt Harff, Denise Bhirdo, Lousie Howson, and Brigid White. Trustee Chad Kodanko excused.

Staff: Village Clerk Julie Thyssen

Others: Jess Wildes, Jay Shambeau (Innovative Public Advisors)

2. Approve Agenda

Motion by Bell, second by Howson, to approve the agenda. Motion carried – all ayes.

3. Comments, Correspondence and Concerns from the Public

None

4. Review Updated Administrator Assessment

Agree to discuss in closed session.

5. Executive Session

Motion to convene in closed session at 10:08 by Bell, seconded by Harff. Roll call Harff – aye, Bhirdo – aye, Champeau – aye, Bell – aye, Howson – aye, White – aye. Motion carried.

6. Adjourn

Motion to adjourn at 3:39 PM. Roll call. Bhirdo – aye, Champeau – aye, Howson – aye, Bell – aye, White – aye. Motion carried.

Meeting minutes by Julie Thyssen, Village Clerk

Evan Y. Lin, JD, CPA, AEP®
Andrew E. Martzahl, JD, MBA

November 13, 2025

VIA U.S. MAIL AND EMAIL

Village of Sister Bay Board of Trustees
Attn: Village Clerk
P.O. Box 769
Sister Bay, WI 54234
(clerk@sisterbaywi.gov)

RE: Reconsideration of Conditional Use Permit - GEOS SB; 10849 N Bay Shore Dr.

Dear Village of Sister Bay Board of Trustees:

This letter is regarding the Sister Bay Board of Trustees' (the "Village Board") proposed reconsideration of the conditional use permit granted on October 21, 2025 (the "CUP"), upon application by my client, GEOS SB, LLC, regarding the property located at 10849 Bay Shore Drive, Sister Bay, WI 54234 (the "Property").

Via email on Saturday, November 8, 2025, my client was notified that two members of the Village Board requested reconsideration of the CUP. Neither Cynthia Geocaris, a surgeon whose schedule requires cancelling an afternoon of procedures in order to attend Village meetings, Steve Scripp, who is currently recovering from a round of chemotherapy, nor I will be attending the November 18 meeting. This letter is submitted in lieu of our attendance at the meeting to nonetheless notify the Village Board of my client's objection to the CUP's reconsideration as well as to correct a material misrepresentation contained in the Staff Report prepared in advance of the November 18, 2025, meeting of the Village Board that, based on the information provided to us, may likely render the CUP's reconsideration unnecessary.

Before stating the grounds for my client's objection, I wish to first convey the Geocaris-Scripp family's sincere gratitude to the Village of Sister Bay Plan Commission and Village Board for the members'/trustees' thoughtful consideration of their application. It was evident from the debates that transpired at the September 23, 2025, Plan Commission meeting and at the October 21, 2025, Village Board meeting that the committee members and trustees genuinely want what is best for the community, even if opinions differ as to what that may be.

While appreciative of the Village Board's and Plan Commission's thoughtful consideration, and grateful for all Sister Bay employees', committee members', and trustees' service to the community, it is simultaneously true that the process that the Geocaris-Scripp family was subjected to in obtaining the CUP was unnecessarily lengthy, and correspondingly costly. Now, nine months into the process, after my clients have already expended tens of thousands of dollars in

architectural, legal, and other costs and fees, and while the Property remains severely damaged by the August storm requiring immediate repair to prevent further damage to it and neighboring properties, a minority of trustees are seeking to further extend the process. For so long as the CUP remains in limbo, the Geocaris-Scripp family is unable to remediate the damage to the Property, and is understandably frustrated. They also have been left feeling victimized by the leaders of a community they have been a part of for over 20 years and hold so dearly in their hearts.

Incorrect Statement in November 8, 2025 Staff Report

The Staff Report provided to us on November 8, 2025, incorrectly stated that the deed restriction prohibiting short term rentals only applied to the cottage by the road. Upon a review of the 10/21/25 Village Board meeting recording, this statement is incorrect. The deed restriction passed by the Village Board as a condition to the CUP applied to both the cottage by the water and the cottage by the road. Below is a summary of my review of the 10/21/25 Village Board meeting recording, including citations to applicable portions of the recording for your independent review.

At the September 23, 2025, the Plan Commission voted 5-2 to grant the CUP; provided that the following four conditions were imposed (the below conditions were taken word-for-word from the Staff Report presented to the Village Board in advance of the October 21, 2025, Village Board meeting):

- (1) A deed restriction prohibiting short-term rentals in the cottage by the water and the cottage by the road.
- (2) Converting the cottage closest to the water to an accessory use for storage only, without living quarters, but allowing only bathroom facilities without a shower.
- (3) The cottage near the road could maintain its use as a unit with living quarters.
- (4) No replacement, extension, addition, or structural alterations to either the cottage by the water or the cottage near the road, although routine maintenance would be allowed.

Following discussion, a Village trustee moved as follows:

I will move that we – that the Village Board – approve a conditional use permit for this property providing that – I don't know how I refer to bullet point number two – that the condition number two meaning the second bullet point is removed from the staff report that we've reviewed at this meeting.

(Recording of 10/21/25 Village Board Meeting, 1:34:02-1:34:40, accessible at <https://www.youtube.com/watch?v=uc-hY79-Gv4&t=732s>).

Ms. Julie Schmelzer then restated the motion as follows:

I'm going to repeat it. Okay. It's a motion to approve the conditional use permit subject to the following conditions. A deed restriction prohibiting short term rentals in the cottage by the water and the

cottage by the road. Cottage near the road would maintain its use as a unit with living quarters. And third, no replacement, extension, addition, or structural alterations to either the cottage by the water or the cottage near the road, although routine maintenance would be allowed.

Recording of 10/21/25 Village Board Meeting, 1:34:45-1:35:15).

Thereafter, Ms. White quickly amended the motion to add “Unless a separate conditional use permit is filed for.” (Recording of 10/21/25 Village Board Meeting, 1:35:05-1:35:12). This amended motion was made by Ms. Howson and seconded by Ms. White. (Recording of 10/21/25 Village Board Meeting, 1:35:25-1:35:38). The motion passed by a vote of 5-1, with Ms. Bhirdo casting the sole vote against granting the CUP. (Recording of 10/21/25 Village Board Meeting, 1:35:37-1:35:53).

Upon a review of the recording, it is my understanding that the conditions imposed in granting the CUP are properly stated as follows:

- (1) A deed restriction prohibiting short-term rentals in the cottage by the water and the cottage by the road.
- (2) The cottage near the road could maintain its use as a unit with living quarters.
- (3) No replacement, extension, addition, or structural alterations to either the cottage by the water or the cottage near the road, although routine maintenance would be allowed, unless a separate conditional use permit is applied for.

The primary reason cited in the Staff Report provided to us on November 8, 2025, for reconsidering the CUP was that the Village Board “failed to address whether [the cottage by the water] would also contain the same deed restriction as the cottage by the road.” After reviewing the 10/21/25 Village Board recording, it is evident that the Village Board did address this topic and in fact voted in favor of this condition applying to both the cottage by the water and the cottage by the road. It therefore appears that reconsidering the CUP on these grounds is unnecessary.

The November 8 Staff Report does not list any other specific examples of the “alleged information... presented in error”, and therefore I am unable to respond to any such allegations at this time. However, before basing any decision regarding the CUP on information presented at future Village Board meetings, I urge all Village trustees to conduct an independent investigation of any information allegedly presented in error before accepting its validity. And I implore all Village trustees to demand the same documentary evidence provided in this letter of anyone alleging new information, or that any previous information was presented in error, at the October Village Board meeting before basing a decision on it.

Grounds for Objection to Reconsideration:

At the September Plan Commission hearing, after lengthy debate concerning the CUP it became evident that five out of the seven Plan Commission members were in favor of granting the CUP.

A motion was then made and seconded to grant the CUP with no conditions. Before a vote was taken on this motion, a second motion was made by Ms. Bhirdo and seconded to grant the CUP; but subject to four conditions. This was the first time these four conditions were presented as a complete package to my client. My client did not have a meaningful opportunity to consider them, weigh their consequences and legality, and was presented with no facts or information in support of imposing these conditions, only the opinions of committee members and the Zoning Administrator given at the meeting. The second motion was then voted on, which passed by a vote of 5-2. The committee member that moved to impose the conditions, Ms. Bhirdo, was one of only two committee members that voted against this second motion.

The manner in which the vote was taken, proper or not, left us with a sense that the conditions imposed in recommending the grant of the CUP represented the will of a minority of the Plan Commission members. After the meeting, and once my client had an opportunity to evaluate the conditions, we determined that the conditions were unreasonable and at least in part illegal. We also felt it important, after evaluating the conditions, to make a record of my client's objection to the conditions as recommended by the Plan Commission. It was for these reasons that I, along with Cynthia Geocaris and Stephen Scripp on behalf of GEOS SB, LLC, attended the October 21, 2025.

As you likely recall, the discussion at the October 21 Village Board meeting centered around whether or not the Village Board would: (1) approve the CUP as recommended by the Plan Commission; (2) approve the CUP with some or all of the conditions recommended by the Plan Commission; or (3) or remand the CUP to the Plan Commission for further deliberation. After lengthy discussion, the Village Board voted 5-1 to grant the CUP with all conditions recommended by the Plan Commission save condition (2) of the Staff Report prepared in anticipation of the October 21 Village Board meeting.

At the risk of misjudging the Village Board's sentiment on the matter, I am inclined to believe that any reconsideration of the CUP similarly represents the will of one, or at most a minority, of the Village trustees. After all the Geocaris-Scripp family, a member of the Sister Bay community for over 20 years, has endured to obtain the CUP, and the extraordinary bad luck of suffering catastrophic damage to the Property during the pendency of the CUP application, we ask the Village Board not to further delay and increase costs this family must bear.

If not for the sake of the Geocaris-Scripp family, I urge the Village Board not to expend additional tax dollars of Sister Bay community members. Though my client maintains its position that the conditions imposed, which conditions must be based on "facts and information, other than merely personal preferences or speculation", were improper, the Geocaris-Scripp family has conceded to their imposition in a good faith attempt to work with the Village to solve their predicament while addressing the Village's concerns. We recognize that the Village Board and Plan Commission at large have valid concerns regarding the Property and regulating its use. However, I struggle to characterize the repeated attempts to impose conditions on the CUP by one member of the Village Board/Plan Commission, with the sole articulated basis of this most recent attempt being (as discussed above) an outright falsehood, in any manner other than "arbitrary, oppressive, or unreasonable" representing one trustee's will, and not the judgment of the Village Board as a

whole. (*See Oneida Seven Generations Corp. v. City of Green Bay*, 2015 WI 50, ¶ 41, 362 Wis. 2d 290, 865 N.W.2d 162, setting forth the legal standard for judicial review when overturning a decision regarding a conditional use permit).

Furthermore, I interpret the Zoning Code to prohibit any reconsideration of the CUP unless accomplished via Zoning Code § 66.1535(16), setting forth the procedure for amending a conditional use permit, or Zoning Code § 66.1604, *et. seq.*, which sets forth the procedure for appealing a decision filed by the Zoning Administrator. Under Zoning Code § 66.1535(16), any “[c]hanges subsequent to the initial issuance of a Conditional Use Permit, which would substantially affect the conditions... shall require an amendment to the Conditional Use Permit. The process for amending a permit shall generally follow the same procedures as those required for granting a Conditional Use Permit.” Under either procedure, the Village Board would be required to approve such action. After such action’s approval, the Village Board would then be required to provide advanced notice to the parties, the publishing of Class 2 notices, payment of fees (\$500 for an amendment and \$1,000 for an appeal), and the submission of a written application/appeal alleging with specificity the grounds for such amendment or appeal, respectively. None of these steps have been taken. I have been informed that the Village is not currently represented by counsel in this matter. However, before taking any action to reconsider the CIP, I encourage the Village Board to seek the opinion of legal counsel.

Therefore, should any action be taken by the Village Board to reconsider the CUP, I have been directed by my client to challenge the legality of the conditions currently imposed, immediately seek injunctive relief preventing the Village’s reconsideration of the CUP, and pursue all actual damages which have previously and which will be incurred by the Geocariss-Scripp family to the fullest extent permitted by law. Nothing in this letter shall be construed as a waiver of any right or remedy available to GEOS SB, LLC, and GEOS SB, LLC hereby reserves all rights and remedies available to it at law, in equity, or otherwise.

Very truly yours,

LIN LAW LLC

By: /s/ Andrew E. Martzahl
 Attorney Andrew E. Martzahl
 Email: amartzahl@llattorneys.com

AEM

From: [Russ Carpenter](#)
To: [Julie Schmelzer](#)
Subject: Dear Taxpayer letter
Date: Thursday, October 30, 2025 11:07:24 AM

Hi Julie

Received your letter last night about Bertram. With choices of Spectrum and Starlink we feel it would be best to retire the debt and put a halt on the Village spending.

Thanks

Russ and Amy Carpenter
10860 Birchwood
Sister Bay WI

From: [ellen goodrich](#)
To: [Julie Schmelzer](#)
Subject: Broadband letter of October 22,2025
Date: Wednesday, November 5, 2025 9:19:31 AM

Hi Julie,

Will you forward my email to the Board of Trustees?

I originally sent to Nate and he told me that he recused himself.

Dear Board of Trustees,

I received the letter from Julie and the village board regarding broadband and fiber installation.

It appears that now that the village has terminated the agreement with Bertram to install buried fiber to every home in the village, and we, the residents are on our own to procure high speed internet.

I thought that Door County and the village of Sister Bay with grants from the US government were going to contract to install the fiber optic lines.

The letter states that the village has a 3-million-dollar loan. I was under the impression that the internet installation was to be repaid by grants from the government. I think you should retire this loan if it will not be used for fiber installation.

On Northwoods Dr. we do not have access to Spectrum cable and don't have many options that aren't costly.

My internet is Frontier over a phone line and is slow. My tv access is Dish Network

Please advise what the village plans to do regarding fiber installation.

Thanks for your attention to this matter

Ellen Goodrich
10445 Northwoods Dr
Sister Bay
billelleng@msn.com
815-252-5860



STAFF REPORT

MISC. TEXT AMENDMENTS – CH. 66

At the October Plan Commission meeting, the Commission held a public hearing and recommended the attached ordinance for adoption. Briefly, the amendments serve to:

1. Allow marinas in a Park district and allows for flexibility in determining setbacks and green space. At one time marinas were an allowed use, but the use was inadvertently deleted when the code was previously amended; simplifies how to calculate green space; allows the Plan Commission to determine the setbacks.
2. Allows agritourism in a Countryside zoning district and creates associated definitions.
3. Amends the sign regulations to remove ambiguity, and creates and revises definitions relative to sign regulation. Specific signs proposed for refinement are: window, awning, commercial center, multi-use development, and historic.

ORDINANCE NO. 2025-013

**AMENDING CH. 66 TO ALLOW MARINAS IN P-1 AND AGRITOURISM IN CS-1,
AND, REVISE THE SIGN REGULATIONS AND RELATED DEFINITIONS**

WHEREAS, the Village of Sister Bay periodically reviews their ordinances to ensure they comply with the Wisconsin State Statutes and Administrative Code, the intent of adopted village plans, they have a regulatory framework to best protect the environment, they are easy and effective to understand and implement, and they support planning policies and trends; and,

WHEREAS, on October 28, 2025, the Plan Commission held a public hearing on an amendment to the Park (P-1) District to allow marinas and establish open space and setback standards; allow agritourism in the Countryside (CS-1) District and create a definition for it; and, clarify and update certain sign regulations and related definitions, in the Village of Sister Bay Municipal Code, Chapter 66, *Zoning*.

NOW, THEREFORE, after consideration of the code amendments recommended by the Plan Commission, on November 18, 2025, the Village Board of the Village of Sister Bay voted to amend Ch. 66, *Zoning*, as shown below.

SECTION 1. Adoption of Code Amendments. Shown below are the amendments to the code, with deletions shown with a strikethrough and additions shown in red font.

Amend Sec. 66.0331 P-1 District, as follows:

The P-1 Park District is intended to provide for areas where the green space and recreational needs of the citizens of the Village can be met without undue disturbance of natural resources and adjacent uses.

(1) Permitted Uses.

- (a) Public botanical gardens and arboretums.
- (b) Public historic monuments or sites.
- (c) Public hiking biking, jogging and nature trails.
- (d) Public parks, beaches, playgrounds and parkways.
- (e) Farm markets (no items shall be sold which were purchased for resale).
- (f) **Public marinas.**

(2) Permitted Accessory Uses.

- (a) Buildings accessory to the permitted use.
- (b) Ground-mounted and building-mounted earth station dishes and terrestrial antennas.
- (c) Solar collectors attached to the principal structure.
- (d) Any other usual and customary uses accessory to the above permitted uses as determined by the Zoning Administrator or their designee.
- (e) Public garden plots.

(3) Conditional Uses.

- (a) Public or private boat moorings and rentals.
- (b) Outdoor entertainment facilities.

(4) Building Height and Area.

- (a) No building or part of a building shall exceed 35 feet in height.
- (b) **Green space shall be determined by the Plan Commission based on site plan review and the best use of open spaces. The total of the floor area on all floors of the principal building and all accessory buildings including the required parking, driveways and sidewalks shall not exceed twenty-five (25%) percent of the lot area, which shall be left as green space. However, for**

~~public historic sites with more than one principal building, it shall be the footprint of all buildings, parking, driveways and sidewalks that shall not exceed 25 percent of the lot area, which shall be left as green space.~~

(e) Setbacks

- (a) There shall be a minimum building front setback of a least 50 feet from the centerline of the right-of-way of all streets.
- (b) There shall be a minimum front setback of at least 40 feet from the edge of the easement or edge of pavement for all buildings not on a public street.
- (c) ~~Side setbacks shall be determined by the Plan Commission based on site plan review and the best use of open spaces.~~ There shall be a ~~side setback of at least 50 feet and~~ rear setback of at least 50 feet for all principle buildings.
- (d) Accessory buildings shall meet the same setbacks as principal buildings in the district. Other accessory building requirements are listed in Sec. 66.0501.

Amend Sec. 66.0315, Countryside District, as follows:

(3) Conditional Uses.

- (a) Assembly Halls.
- (b) Bed and breakfast establishments as provided for in Chapter HSS 197 of the Wisconsin Administrative Code, or its successor code.
- (c) Licensed community and other living arrangements, which have a capacity of at least nine (9) but no more than twenty (20) persons.
- (d) Licensed family day care homes subject to the regulations set forth in Wis. Stats. §48.65.
- (e) Private parks and playgrounds.
- (f) Utility substations, municipal wells, pumping stations and towers shall be a minimum of 50 feet from any side or rear lot line.
- (g) Solar energy collectors erected as an accessory structure.
- (h) Utilities requiring a building.
- (i) Parking of a semi-tractor or other large trucks in accord with Sec. 66.0405(2).
- (j) Antennas over 35 feet tall.
- (k) Private educational or non-animal nature study areas.
- (l) Garden plots for rent.
- (m) Permanent retail establishments designed for the selling of fruits, vegetables and selected farm products in stands exceeding 200 square feet in area.
- (n) Transmitting towers, receiving towers, and relay and microwave towers without broadcast facilities or studios.
- (o) Indoor and outdoor recreation.
- (p) Kennels.
- (q) Utilities requiring a building.
- (r) One roadside stand, larger than 200 square feet in area, for the sale of farm products. Any such stand shall conform to the farm stand setbacks set forth in Sec. 66.0315(6)(a) and to the sign, parking and other provisions of this Zoning Code.
- (s) ~~Agritourism Operations.~~

Amend Sec. 66.0710(4) and (5), Business District Signage with Permit, as follows:

- (4) Window Signs. All businesses are allowed window signs, which may be placed only on the inside of buildings and shall not exceed twenty-five percent (25%) of the glass area of the windows

fronting on a public street. Window signs ~~that do not display the name, logo or product, as specified above, or those window signs, of which the sign copy changes weekly,~~ shall not require a permit; ~~window signs that display the name, logo or product, or those window signs where the sign copy does not change once a week, shall count towards the overall signage allowed in Sec. 66.0710(2) and (3), and a permit shall be required.~~

- (5) Awning Signage. All businesses are allowed signage on awnings/canopies ~~subject to permit.~~ If the signage on the awning/canopy includes the business name or logo, a permit shall be required; if the signage on the awning/canopy does not include the business name or logo, no permit is required. Awning/canopy signage may include logos, business names, symbols and wording placed only on the flap. All signage is restricted to the outermost vertical flap only and the vertical flap shall not exceed 25% of the height of the awning/canopy. Signage is not allowed on the sides of the flap or the horizontal or slanted portion of the awning/canopy. Awning/canopy covering pedestrian or vehicle access areas signs shall provide no less than 8 feet vertical clearance between the bottom of the sign and the ground, (finished surface), directly beneath the awning/canopy. Signage on awnings, ~~as specified above,~~ shall not count towards total signage ~~unless a sign permit is required.~~

Amend Sec. 66.0711 Commercial Center Signage with Permit

A commercial center, ~~as defined in this chapter, is defined as a multi-tenant, multi-building commercial and retail development under common ownership or management and located in the B-1 zoning district. The shopping center~~ may be permitted the following signage in addition to the approved building signage as specified in Sec. 66.0710(4)-(8)(b).

- (1) Signs Used for Commercial Centers. Commercial Centers shall be allowed as follows:
- (a) Two (2) ~~marque~~ ground signs may be provided. Two (2) ~~marque~~ ground signs may be permitted along the State Highway abutting a commercial center. ~~If the commercial center has no State Highway frontage, the number, size and location of the signage shall be determined by the Plan Commission.~~
 - (b) The ~~marque ground~~ signs shall not exceed 72 square feet per side in total area and not exceed ~~12~~ 8 feet in height. The location shall be approved by the Plan Commission prior to the issuance of a sign permit.
- (2) Business or Tenant Signage. The signage specified in Sec. 66.0710(6) may be provided for each individual tenant business in a commercial center. In a multi-tenant building, each business shall be permitted signage up to 12 square feet per ~~side-sign side for a total of not more than 24 square feet total.~~ In a single tenant building the business shall be permitted signage up to ~~16~~ 12 square feet per side on the interior of the shopping center ~~facing the parking lot.~~
- (3) Additional On-Premise Signage. One additional ground sign on the shopping center property may be permitted subject to the following restrictions:
- (a) The maximum size of the sign shall not exceed 36 square feet per side.
 - (b) The location shall be approved by the Plan Commission prior to the issuance of a Sign Permit.

~~Renumber 66.0712, Off-Premise Signage with Permit, and associated references, to 66.0713.~~

~~Renumber 66.0713, Sandwich Board Signage with Permit, and associated references, to 66.0714.~~

~~Renumber 66.0714-66.0719, Reserved, to 66.0715-66.0719, Reserved.~~

Create a new Sec. 66.0712, Multi-Use Development with Permit

A multi-use development, as defined in this chapter, may be permitted the following signage in addition to the approved building signage as specified in Sec. 66.0710(4)-(8)(b).

(1) Signs Used for Multi-Use Developments. Multi-Use Developments shall be allowed as follows:

- (a) One (1) ground sign may be provided for the development.
- (b) The ground sign shall not exceed 36 square feet per side in total area and not exceed 8 feet in height. The location shall be approved by the Plan Commission prior to the issuance of a sign permit.

(2) Business or Tenant Signage. The signage specified in Sec. 66.0710(6) may be provided for each individual tenant business in a multi-use development. In addition, each business shall be permitted signage up to 12 square feet per sign side for a total of not more than 24 square feet total.

Amend Sec. 66.0790, Historic Signs, as follows:

(1) Signs of historic significance which make a contribution to the cultural or historic quality of the Village because of their unique construction materials or unique design, unusual age, prominent location within the Village, or unique craftsmanship from another period of time may be exempted from any or all size, height, **number**, animation, lighting, or setback requirements of the section, when the Plan Commission finds that the following conditions exist:

- (a) The sign is of exemplary technology, craftsmanship, or design of the period in which it was constructed; ~~uses historic sign materials (wood, metal, or paint applied directly to a building)~~ and means of illumination (neon, ~~or~~ incandescent ~~or replica~~ fixtures); and is not significantly altered from its historic period. If the sign has been altered, it must be restored to its historic function and appearance.
- (b) The sign ~~is~~ **may be** integrated into the architecture of a period building.
- (c) A sign not meeting the criteria listed above may be considered **a historic sign** if it demonstrates extraordinary aesthetic quality, creativity or innovation in design.
- (d) Historic signs are exempt from the requirements of Sec. 66.0780, *Legal Non-Conforming Signs*.
- (e) Signs considered historic must be approved by the Plan Commission via public hearing and Findings of Fact that are documented in the Plan Commission meeting minutes. The application for such approval shall be via a Sign Permit Application and if approved, the permit be issued identifying the sign as a Historic Sign per this section. This subsection shall be amended to include the designation upon Board approval and be listed below.
 - i. *The Patio* sign located at 10440 Orchard Drive
- (f) Signs determined to be historic and listed in subsection (e) above shall require a deed restriction indicating the restrictions listed above applicable to the sign. The sign owner shall bear the cost of recording the deed restriction.

Amend Sec. 2000, General Definitions, as follows:

Create a definition for **Agritourism**. An agricultural tourism activity, the practice of which combines agriculture with tourism, where visitors go to farms, ranches, or other agricultural businesses to participate in or learn about farming activities, purchase farm products, or enjoy rural experiences. It provides an educational and entertaining experience for visitors and generates additional income for the farm owners, often supporting rural economic and sustainable development. Examples include pumpkin patches, U-pick operations, farm-to-table dinners, and hayrides.

Create a definition for Agricultural Tourism Activity. An educational or recreational activity that takes place on a farm or other place where agricultural, horticultural, or silvicultural crops are grown or farm animals or farmed fish are raised, and that allows visitors to tour, explore, observe, learn about, participate in, or be entertained by an aspect of agricultural production, harvesting, or husbandry that occurs on the farm.

Create a definition for Commercial Center. A shopping center designed with a courtyard or other common area utilized by patrons, and sidewalks or pathways, connecting multi-tenant, multi-building commercial and retail development under common ownership or management and located in the B-1 zoning district. A shopping center, or strip mall type development, that does not have a common area for patrons, or under common ownership or common management, is not a commercial center. (An example of a commercial center is the Country Walks Shops.)

Create a definition for Multi-Use Development. A commercial development in the B-1 zoning district where several uses, whether or not in common ownership or management, are located on the same lot or adjacent lots housing the multi-use development; the development typically faces a parking lot and is void of a common area for patrons to gather, sidewalks between units, or other amenities to promote pedestrian engagement amongst businesses.

Amend Billboard. ~~See "Sign, Off-Premise."~~ A sign, which exceeds the allowable sign size in this chapter, which directs attention to a business, commodity, service or entertainment, conducted, sold or offered at a location.

Amend Canopy. ~~See "Marquee."~~ An ornamental cloth or similar material covering hung or held up over something, especially a window or door.

Add Sign, Canopy. ~~See "Marquee."~~ A sign that is painted on, or attached to, and mounted on an ornamental cloth covering or similar material and hung or held up over something, especially a window or door. The sign size shall be the dimensions bound by the outermost confines of the lettering or image.

Amend Awning. A roof-like structure of a permanent nature, which projects from the wall of a building. An awning may also be called a canopy ~~or marquee~~.

Amend Sign, Awning. A sign that is painted on, or attached to, and mounted ~~or painted on, or attached to an awning, canopy or marquee. (See Illustration No. 66)~~ on an ornamental cloth covering or similar material and hung or held up over something, especially a window or door. The sign size shall be the dimensions bound by the outermost confines of the lettering or image.

SECTION 2. Available for Inspection.

A copy of this ordinance shall be permanently on file and open to public inspection in the Village Administration Office two weeks prior to its adoption and after its enactment.

SECTION 3. Ordinances in Conflict.

All other ordinances in conflict herewith be, and the same hereby are repealed.

SECTION 4. Effective Date.

This ordinance shall take effect and be in full force from and after November 18, 2025.

SECTION 5. Severability.

If a court of competent jurisdiction adjudges any section, clause, provision, or portion of this ordinance unconstitutional or invalid, the remainder of this ordinance shall not be affected thereby.

VILLAGE OF SISTER BAY

By:

Nate Bell, Village President

ATTEST:

Julie Thyssen, Village Clerk

Ayes: _____ Nays: _____

Filed/Posted: _____
Village Administration Office, 2383 Maple Drive
Sister Bay Post Office, 10685 N Bay Shore Drive
Sister Bay Liberty Grove Library, 2323 Mill Road
Effective Date: November 19, 2025

**STAFF REPORT****NORTHERN HAUS**

At the October Plan Commission meeting, the Commission reviewed a request from Sara Anderson to renovate a single-family home which is one lot south of her wedding venue, and, construct an addition to provide a gathering space for her clients, equipped with overnight accommodations, dining area, gathering space with bar, catering kitchen, and employee housing. The Commission has recommended approval, subject to the attached Development Agreement.

Northern Haus – Residence Conversion Development Agreement

AGREEMENT**SECTION 1. VILLAGE APPROVALS:**

1. The Developer agrees to convert a former single-family residence, and construct an addition, to offer a gathering space for clients of the “Wedding Barn” at 10414 Fieldcrest Road, owned by Sara Anderson, and also provide overnight accommodations and employee housing within that former residence and make improvements to the site, as represented on the various attachments listed below as approved by the Plan Commission and the Village Board. If Village officials determine that the plans are not being complied with or determine that unpermitted modifications have been made to the building, after-the-fact permit fees will be imposed. If the modifications are not compliant with the provisions of the Zoning Code the Developer may be required to remove them. The Village acknowledges that the exact location of interior walls and room sizes may vary from the attached drawings, but changes that warrant additional parking will need Plan Commission approval. Further, if all improvements are not made by **November 18, 2027**, this Development Agreement shall be void and minimum assessed value payments (the equivalent of the Village portion of real estate taxes based upon the value of the structure delineated on the Zoning/Building Permit which would be assessed had the project been completed), will be required.
 - a) The site, drainage, parking, and landscaping plan illustrating how the property will be developed, all plans of which were approved at the October 28, 2025, meeting of the Plan Commission.
 - b) The building elevation drawings, floor plan, and lighting specifications reviewed and approved at the October 28, 2025, meeting of the Plan Commission.
 - c) Construction dumpsters, if needed, shall be on-site during the renovation period and refuse managed so that waste does not extend beyond the walls of the dumpster and the dumpster is not over-filled. The property owner shall ensure no construction waste blows onto adjacent properties.
 - d) A Certified Survey Map shall be recorded with the Door County Register of Deeds Office combining parcel 181-00-08312832B and 181-00-08312832D2 into a single parcel before any zoning permits can be issued.
 - e) It is acknowledged the Property is not to be used as an Outdoor Entertainment Facility.
 - f) No approvals have been given for a sign. All signs must comply with Chapter 66.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

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

1. The Developer represents a legally incorporated or organized company, duly organized and existing in good standing under the laws of the State of Wisconsin.
2. There are no lawsuits filed or pending, or to the knowledge of the Developer, threatened against the Limited Liability Company that may in any way jeopardize or materially and adversely affect the ability to perform the obligations hereunder.
3. The Developer has, at this time, and will have so long as this Development Agreement continues in effect, project-financing commitments sufficient to provide available funds for the completion of the obligations under this Development Agreement.

- 1
2 4. The Developer represents that it will make an effort to seek bids from Door County contractors and
3 building material suppliers to construct the improvements on the property and will appropriate
4 bidding laws as governed by the State of Wisconsin.
5

6 **SECTION 3. PROJECT PHASING:**

- 7 1. The Developer acknowledges that the Zoning Permit is only valid for the period specified elsewhere
8 in this Agreement (November 18, 2027).
9
10 2. The Developer acknowledges that the time period for a Building Permit is under the control of the
11 Building Inspector.
12
13 3. The Developer acknowledges that the total Development will be completed by **November 18, 2027**.
14

15 **SECTION 4. OCCUPANCY PERMITS:**

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

- 18 a) The terms of Sections 1, 2 and 3 of this Agreement have been satisfied. Notwithstanding the
19 foregoing, the Village will grant and issue a Certificate of Compliance for the Development
20 when completed (it is the responsibility of the Developer to contact the Village and request
21 the Certificate).
22 b) The Developer has paid all permit fees, impact fees, and connection fees, if applicable, in full
23 and has reimbursed the Village for administrative costs as required and in effect at the time
24 of this agreement.
25 c) All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish, if any,
26 are removed from the development and disposed of lawfully.
27 d) The Developer is not in material default on any aspect of this Agreement.
28 e) The site grading and construction of surface and storm water drainage facilities
29 required to serve the development are completed, are connected with an operating
30 system if required herein, are cleaned as needed, and have been accepted by the
31 Village Board.
32 f) As a condition for issuance of a Certificate of Compliance all aspects of the Development must
33 be in compliance with any and all applicable Fire and Building Codes, as well as all applicable
34 Codes and regulations, including "as-builts".
35 g) A Certificate of Compliance verifying compliance with this Development Agreement cannot
36 be issued until the Developer has demonstrated compliance with this Agreement and the
37 Zoning Code.
38

39 **SECTION 5. PRIVATE AND PUBLIC IMPROVEMENTS:**

40 It is the intent that the Developer will construct and dedicate to the Village the specifically itemized public
41 improvements listed below, if applicable. If the Village were to require any additional public
42 improvements at a later date, the cost of such improvements would be reimbursed to the Developer for
43 100% percent of such costs incurred, either directly or from the proceeds of a TIF, if applicable.
44

45 **A. PUBLIC STREETS/ROADS:**

46 The Developer hereby agrees that:
47

- 48 1. Developer will be responsible for any damage to the public streets/roads utilized during site
49 preparation and construction of the development. The Developer may choose to walk the affected

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streets or roads with the Village's Parks and Streets Director and videotape the street/road condition(s) to avoid disputes and potential litigation regarding the required street/road repair(s). It is the responsibility of the Developer to organize such walk. The Village reserves the right to designate which streets or roads shall be avoided during the land disturbance phase and during development.

B. SURFACE AND STORM WATER DRAINAGE:

The Developer hereby agrees that:

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

C. GRADING, EROSION AND SILT CONTROL:

The Developer hereby agrees that:

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

D. LANDSCAPING AND SITE WORK:

The Developer hereby agrees that:

1. Developer will preserve to the maximum reasonable extent possible existing trees, shrubbery, vines, and grasses not actually lying on the public streets, drainage ways, building foundation sites, private driveways, soil absorption waste disposal areas, paths and trails by use of sound conservation practices.
2. The Developer will be required to remove and lawfully dispose of building foundation materials, if applicable, destroyed trees, brush, tree trunks, shrubs and other natural growth as well as all rubbish. The Village will require the Developer's contractor, who is responsible for the debris, to

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clean up the same and recycle all material or dispose of it at a local recycling facility. Specific construction debris which shall be recycled will include, but not be limited to lumber, aluminum, pallets, shingles and cardboard. **The Developer will have sole responsibility for cleaning up debris that has blown from the building(s) under construction. The Developer and/or subject contractor shall clean up the debris within four (4) hours after receiving a notice from the Village. If the notification is received after normal business hours, the Developer shall have until 10:00 AM the next business day to remove the debris, or within twelve (12) hours if the notice is provided on a weekend or holiday.** If, after notification, the debris is not cleaned up in the specified time period, the Village will do so at the Developer's and/or subject contractor's expense.

3. Landscaping, construction of rain gardens, if applicable, and removal of unwanted items must be completed and certified as complete by the Village prior to the time that an Occupancy Permit or Certificate of Compliance are issued. Any plants, trees or other screening vegetation required by the Development Agreement must also be maintained and replaced while this Development Agreement is in effect. No approved landscaping shall be removed unless replaced with equivalent plantings. If, due to weather conditions or unforeseen circumstances it will be impossible for the Developer to install the required landscaping within the designated time period, the Developer must request an extension from the Village Administrator. If an extension is requested, the Developer shall provide a sufficient amount of funds to cover the related costs. (In order to determine the sufficient amount of funds that will be required, the developer may submit an estimate from their landscaping company, which the Village Administrator will review for reasonableness, or the Village Administrator may present the previously mentioned landscaping plan to a representative of a Door County landscaping firm and request a written estimate for the required work.) The Developer will be provided a copy of the estimate as soon as it is available, and the required funds – the cost of the estimate plus a 10% contingency, will be held in an escrow account to be maintained by the Village for the express purpose of seeing that the required landscaping is completed in as timely a fashion as possible. Failure to complete the landscaping within the extended timeframe established by the Village Administrator shall be deemed a default of this Agreement and result in enforcement proceedings.

4. The Village has the right to trim and remove any foliage which would interfere with the safe operation and maintenance of the Village rights-of-way, including easements and drainage ways.

E. SIGNAGE, STREET SIGNS AND TRAFFIC CONTROL SIGNS:

The Developer hereby agrees that:

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

F. WATER MAIN AND SANITARY SEWER MAIN SYSTEM (IF APPLICABLE):

The Developer hereby agrees that water main and sanitary sewer main system improvements shall be constructed in accord with the following specifications and are subject to approval by the Village's

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Engineer. In addition, prior to connecting to the Village sewer and water system, the Developer shall contact the Utilities Director, so the Village is aware of the pending connection schedule.

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

1. Prior to any further activity on the lot, the Developer shall enter into an agreement with the Village of Sister Bay Utilities Department and the Parks and Streets Department that pertains to the installation of off-site infrastructure (sewer, water, roadway) within the Village's right-of-way, if such infrastructure is necessary.

2. A Sewer and Water Plan must be submitted to the Village's Utilities Department which shows where every water main and every sewer main as well as every service lateral is located, and that plan must also depict the designated water meter locations. The Developer must also provide calculations which depict WSFU's (Water Supply Fixture Units) and DFU's (Drainage Fixture Units) for each metered location in order to enable the Utilities Department personnel to determine the applicable Impact and hook-up fees. The Developer must also install and connect its sanitary and water connections to the Village's system in accord with the plans and specifications on file in the Village Administration Office.

3. The Developer agrees to do all the public and private infrastructure construction in accord with the Village's various Codes, including but not limited to the Utility Code, the Land Division Code, and the Development Standards delineated on Exhibit B, which is attached to this document. Upon completion of all construction the Developer shall provide the Village with "as built" plans. The Developer agrees that all underground piping, regardless of type or location, shall be marked with locating wire according to accepted standards. The Developer agrees that all improvements within the public right-of-way or public easements will be inspected by Village Inspectors at the Developer's expense.

4. The Developer understands that the Village cannot be held liable should any public infrastructure work be needed on-site to service the Property that could disrupt landscaping, parking, stairs, electrical, retaining walls or other improvements.

G. EXISTING INFRASTRUCTURE

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

H. ADDITIONAL IMPROVEMENTS:

The Developer hereby agrees that if, at any time after plan approval and during construction, the Village's Engineer reasonably determines that modifications to the plans, including additional improvements such as additional drainage ways, erosion control measures, and surface and storm water management measures are necessary in the interest of public safety, or in order to comply with current laws or implementation of the original intent of the improvement plans, the Village is authorized to order the Developer, at Developer's expense, to implement the same within the development area on the Property. If the Developer fails to construct the additional improvements within a reasonable time under the

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circumstances, the Village may cause such work to be carried out and will charge the Developer for the related costs.

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

1. The Developer shall maintain continuous access around the building(s) and to any fire hydrants as required by the current Zoning Code and as directed by the Fire Department and Water Utility, and the Developer shall dedicate an easement for the water main(s) to the Village upon completion and acceptance of all required work. The Developer shall confirm the designated location of the main(s) and hydrants with the Sister Bay Water and Sewer Utility and the Sister Bay Liberty Grove Fire Department before installing any of that equipment. These approvals shall be obtained before any building construction starts, and the hydrant(s) shall be accepted and placed in service before any above ground building framing begins.
2. The Developer agrees to bury all electric, telephone and cable television lines from existing wooden poles or underground service to the building(s).
3. **The propane tank shall be buried or landscaped so as to not be visible to the traveling public.** The tank and line locations must also be registered with Door County officials.
4. Per the approved plans, no new dumpsters will be added for the Development. However, if new dumpsters are added, in accord with the Zoning Code, all dumpsters shall be screened from view from the public and serviced by an asphalt driveway or parking area within the parking lot.
5. As per the requirements of §66.0710(b) of the Zoning Code the Village agrees that the general contractor working on the Development will be allowed a temporary construction sign on the Property equal to 24 square feet per side.

SECTION 7. ACCEPTANCE OF WORK AND DEDICATION:

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

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

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

SECTION 9. SETBACK AGREEMENT: N.A.

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

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

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

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

SECTION 14. NOISE, BLASTING AND HOURS OF OPERATIONS:

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

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

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

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

SECTION 16. DEFAULT/REMEDIES:

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

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2. Whenever an event of default occurs and is continuing, the non-breaching party may take any one or more of the following actions without waiving any rights or remedies available to it:

- a) Immediately suspend its performance under this Development Agreement from the time any notice of an event of default is given until it receives assurances from the breaching party deemed adequate by the non-breaching party, that the breaching party will cure its default and continue its due and punctual performance under this Development Agreement;
- b) Commence legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the breaching party under this Development Agreement; or,
- c) Perform or have performed all necessary work in the event the non-breaching party determines that any event of default may pose an imminent threat to the public health or safety, without any requirement of any notice whatsoever.

3. No remedy or right conferred upon or reserved to a party in this Development Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Development Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

4. In the event any warranty, covenant or agreement contained in this Development Agreement should be breached by a party and thereafter waived by the other, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

5. Whenever any event of default occurs and a party incurs attorney's fees, court costs and other such expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the other herein contained, the prevailing party shall be reimbursed the actual attorney's fees, court costs and other such expenses incurred by such prevailing party.

SECTION 17. PERMITTED DELAYS: N.A.

SECTION 18. ADDITIONAL PROVISIONS:

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

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

Northern Haus – Residence Conversion Development Agreement

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

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

Northern Haus Realty LLC
Attn. Sara Anderson
PO Box 1022
Sister Bay, WI 54234

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

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

SECTION 20. GENERAL INDEMNITY:

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

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

SECTION 21. INSURANCE:

Northern Haus – Residence Conversion Development Agreement

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

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

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

SECTION 22. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES:

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

SECTION 23. GENERAL CONDITIONS AND REGULATIONS:

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

SECTION 24. ZONING:

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

SECTION 25. COMPLIANCE WITH CODES AND STATUTES:

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

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

.

SECTION 27. ASSIGNMENT:

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

SECTION 28. PARTIES BOUND:

Northern Haus – Residence Conversion Development Agreement

1 This Development Agreement shall be binding upon the parties hereto and their respective
2 representatives, successors and assigns, and any and all future owners of the Property or any portion
3 thereof, and their respective heirs, representatives, successors and assigns.
4

5 **SECTION 29. AMENDMENTS:**

6 The Village and the Developer, by mutual consent, may amend this Development Agreement at any
7 meeting of the Village Board. The Village Board shall not, however, consent to an amendment until after
8 first having received a recommendation that the amendment shall be made from the Village's Plan
9 Commission. If the Developer requests an amendment and the Village incurs related legal fees the
10 Developer shall be billed for those fees and said fees paid within thirty (30) days of the invoice. There
11 shall be a non-refundable courtesy review fee charged to the Developer for the Plan Commission to
12 consider the amendment.
13

14 **SECTION 30. DURATION:**

15 The Developer acknowledges that the requirements regarding the operation and maintenance of the
16 Development as fully described above shall continue and not expire unless the Property ceases to be used
17 for its intended purpose for a period of twelve (12) months; future use may require review by the Plan
18 Commission. The Developer acknowledges that the Village may from time to time establish new zoning,
19 utility, storm water and other requirements or standards that apply to similarly situated properties which,
20 if applicable, shall apply to this Development. The Developer may petition the Village Board to cancel or
21 eliminate the requirements of the Agreement. Prior to considering the petition, the Board shall ask the
22 Plan Commission to conduct a public hearing and make a recommendation regarding the petition. The
23 costs of the public hearing shall be the responsibility of the Developer. The Board may cancel the
24 Agreement if it determines that there is no further value or need for the Developer to comply with its
25 requirements.
26

27 *[Signature page to follow]*
28
29
30
31

Northern Haus – Residence Conversion Development Agreement

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

DEVELOPER

Northern Haus Realty LLC

By:

4
5
6
7
8
9
10 _____
Sara Anderson

11 **STATE OF WISCONSIN**)

12) ss:

13 **COUNTY OF** _____)

14
15 Personally came before me this _____ day of _____, 20____, the above named SARA
 16 ANDERSON, on behalf of Northern Haus Realty LLC, to me known to be the person who executed the
 17 foregoing instrument and acknowledged the same.

18
19 _____
20 Notary Public, State of WI

21 My commission expires: _____

VILLAGE OF SISTER BAY

By:

22
23
24
25
26
27 _____
28 Nate Bell

29 Village President

30
31 **STATE OF WISCONSIN**)

32) ss:

33 **COUNTY OF DOOR**)

34
35 Personally came before me this _____ day of _____, 20____, the above named NATE BELL, Village
 36 President, of the above-named municipal corporation, to me known to be the person who executed the
 37 foregoing instrument and to me known to be the Village President of said municipal corporation, who
 38 acknowledged execution of the foregoing instrument as said officer as the deed of said municipal
 39 corporation by its authority and pursuant to the authorization by the Village Board from their meeting on
 40 the 18th day of November, 2025.

41
42 _____
43 Notary Public, State of WI

44 My commission expires: _____

45 Approved As To Form:
46
47 _____
48 Village Attorney

Northern Haus – Residence Conversion Development Agreement

EXHIBIT A
PROPERTY DESCRIPTION

Village of Sister Bay Tax Parcel No. 181-00-08312832D2
Property Address: 10388 Fieldcrest Road

Legal Description:

A tract of land known as Lot 2 Certified Survey Map No. 2565, recorded in Volume 15, Page 213, located in Section Eight (8), Township Thirty-one (31) North, Range Twenty-eight (28) East, in the Village of Sister Bay, Door County, Wisconsin.

EXHIBIT B
VILLAGE OF SISTER BAY DEVELOPMENT STANDARDS

1. INTRODUCTION

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

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

2. DEVELOPMENT GRADING AND DRAINAGE

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

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

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

3. STORM DRAINAGE SYSTEM

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

b) Plans and Specifications:

1. Storm Sewer Plans showing plan and profile views.

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

3. Storm Sewer System Plan updates.

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

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

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

4. EROSION AND RUN-OFF CONTROL

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

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

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

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

5. SANITARY SEWER

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

6. WATER

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

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

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

32 8. **MISCELLANEOUS**

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

36 The Developer:

- 37 a) Will be responsible for preserving existing trees, brush, or shrubs, not approved for removal.
38 If unauthorized removal occurs, landscaping will be replaced at the Developer's expense.
39
40 b) Shall acquire all required underground utility easements. All sanitary, drainage, and other
41 public utility easements must be shown on the Certified Survey Map or Plat for the property
42 which is the subject of this Development Agreement, if a new Certified Survey Map or Plat is
43 proposed. If required easements are omitted, or errors are detected on the Plat, the
44 Developer shall make all necessary modifications to the plat at his expense.
45
46 c) Must see that all electric, telephone and cable television service lines are installed
47 underground.
48

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

9. SPECIFICATIONS

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

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

10. SPECIAL PROVISIONS

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

Approved by:

Utilities Director

Date

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

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

A. Minimum Scope and Limits

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

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

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

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

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

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

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

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

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

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

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

G. Bond Requirements, if applicable.

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

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

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

H. See requirements under Section IV.

III. INSURANCE REQUIREMENTS FOR SUB-CONTRACTORS

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

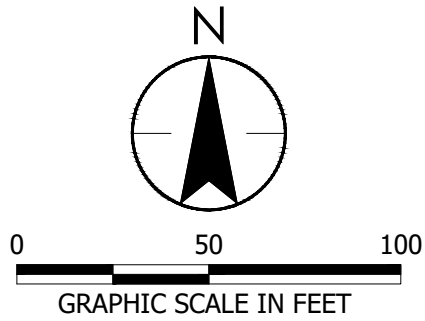
1 **IV. APPLICABLE TO ARCHITECTS, CONSULTING, ENGINEERS, GENERAL CONTRACTORS &**
2 **DESIGN/BUILD CONTRACTORS**
3

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

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

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. ANY ERRORS OR OMISSIONS SHALL BE REPORTED TO STANTEC WITHOUT DELAY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS. REPRODUCTION OF THIS DRAWING FOR ANY PURPOSES WITHOUT THE WRITTEN AUTHORIZATION OF STANTEC IS PROHIBITED.

Plot Date: 11/14/2024 - 3:57pm
Drawing name: U:\190300174\CAD\Drawings\190300174\100.dwg
User: jk



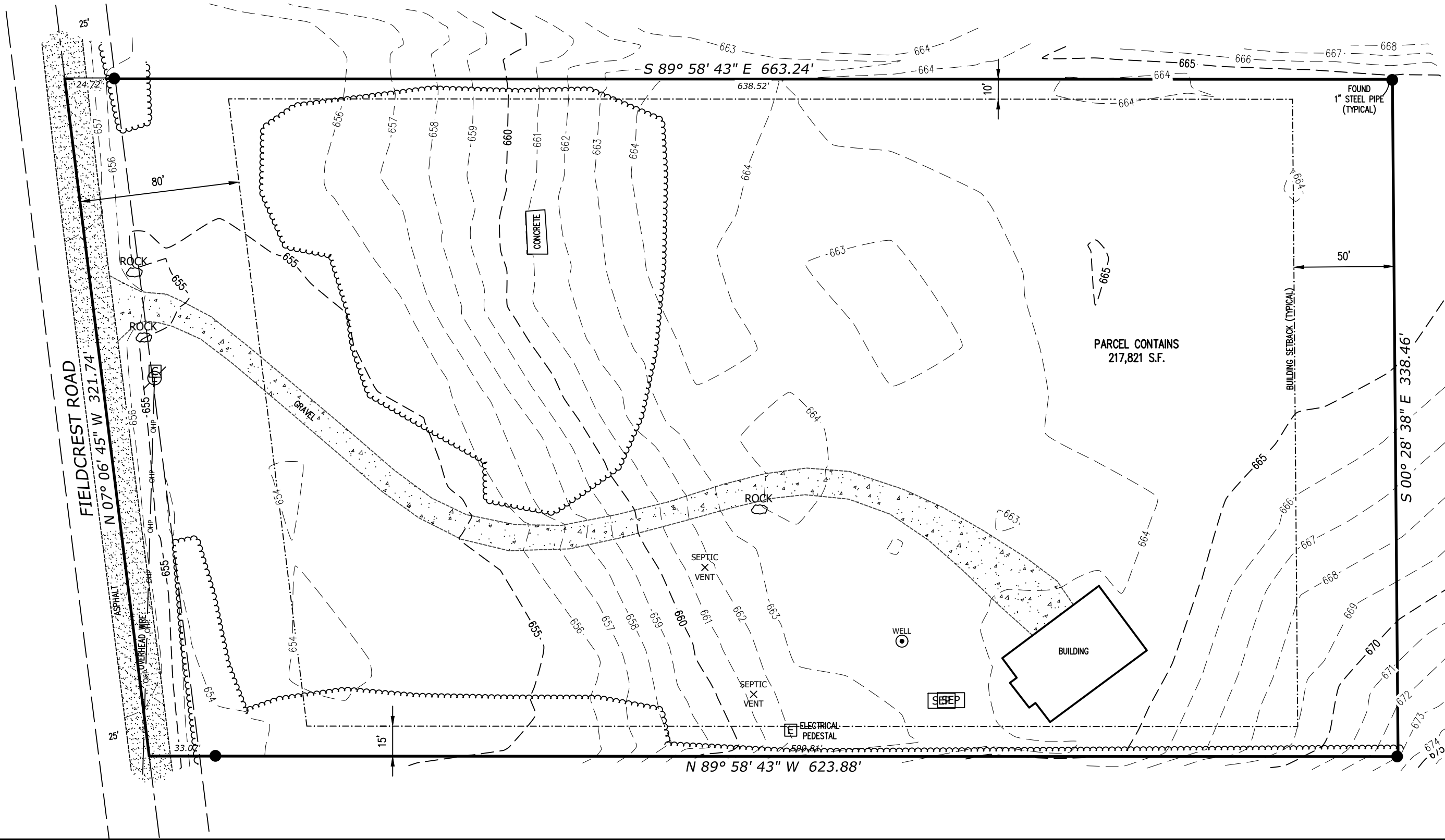
CAVEAT:

Building zones depicted are based on building setbacks in effect at time of recording and should not be relied upon without first obtaining written verification thereof from the Village of Sister Bay.

BEING:
LOT 2 OF CERTIFIED SURVEY MAP NO. 2565
LOCATED IN:
**THE NW 1/4 OF THE SW 1/4 OF SECTION 8,
TOWNSHIP 31 NORTH, RANGE 28 EAST,
VILLAGE OF SISTER BAY, DOOR COUNTY, WISCONSIN**

NOTES:

- BUILDING SETBACKS SHOWN AS PER CERTIFIED SURVEY MAP NO. 2565
- NO DIGGERS HOTLINE MARKING WERE PRESENT ON THE DATE OF THE SURVEY. (TICKET NO. 20244416591)



45

Sturgeon Bay Office
312 N. 5th Avenue
Phone: 920-743-8211
Website: www.stantec.com

SURVEY BY :	M.G.M.C.
DRAWN BY :	C.M.M. / D.P.V.B.
DESIGNED BY :	
CHECKED BY :	
APPROVED BY :	
DATE :	11-14-24

EXISTING CONDITIONS

NORTHERN HAUS REALTY LLC
PO BOX 1022
SISTER BAY, WI
54234

PROJECT NUMBER
190300174
SHEET NUMBER
1 of 1

Northern Haus New Project

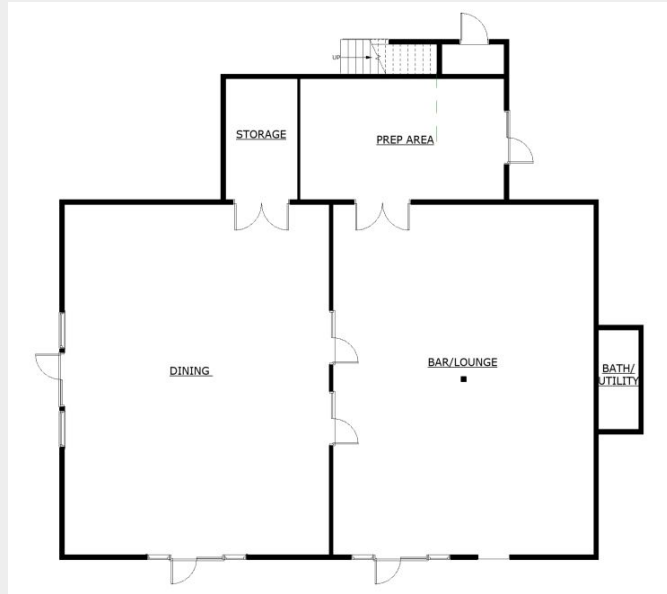
10388 Fieldcrest Road Sister Bay, WI



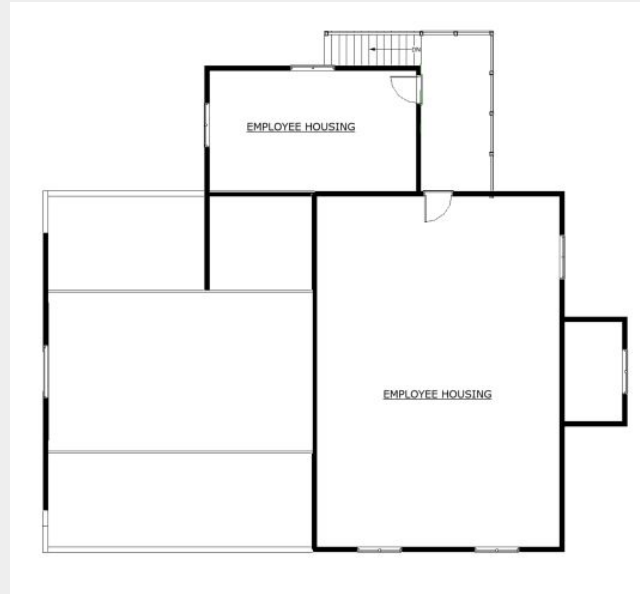
BEFORE

47





First Floor plan



Second Floor plan



Employee housing layout



Exterior



Rendered By
Drexel



Rendered By
Drexel™



Exterior



Exterior



Rendered By
Drexel

Exterior



Exterior

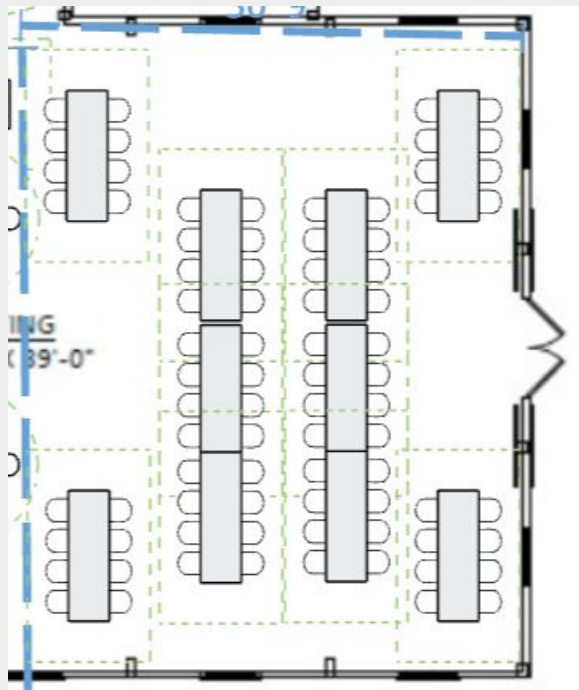


Exterior



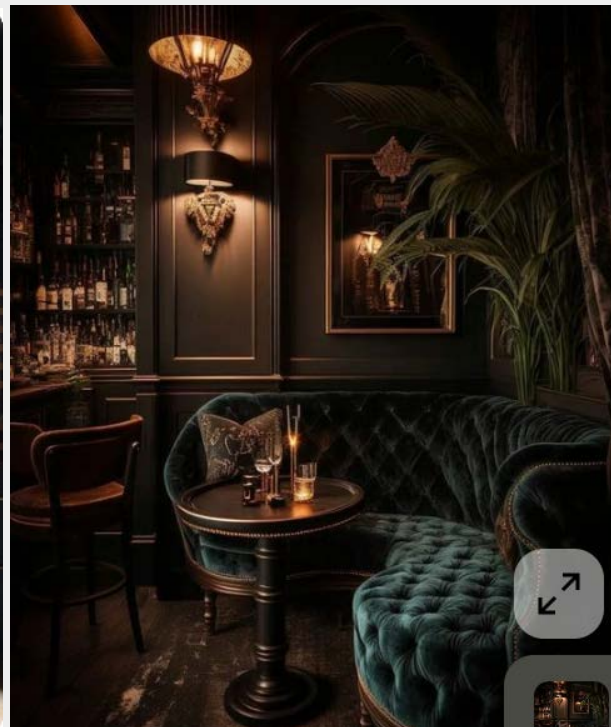
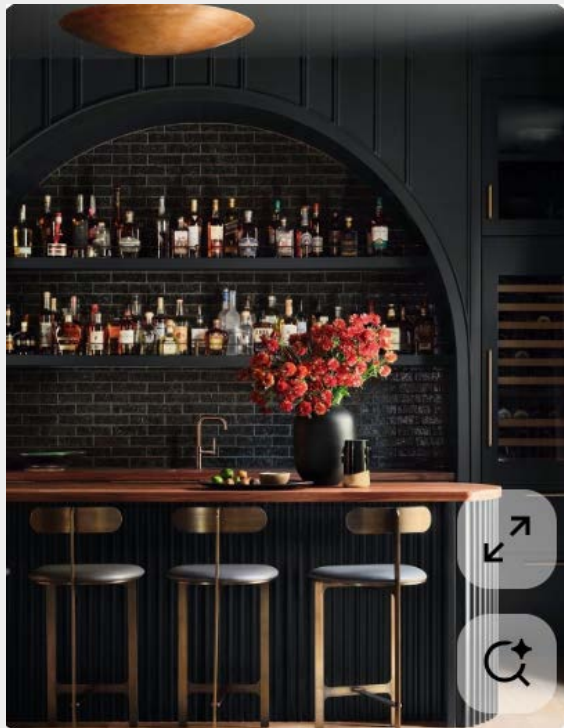
Site plan

Dining Inspiration



Interior Bar and Lounge Inspiration

59





Rendered By
Drexel™

Interior - Dining



Rendered By
Drexel™

Interior - Dining



Rendered By
Drexel™

Interior - Dining



Rendered By
Drexel™

Interior - Dining

**STAFF REPORT****MOBILE FOOD VENDOR COURT**

At the October Plan Commission meeting, the Commission reviewed a request to extend the deadline for completion of a mobile food vendor court. The Commission has recommended the original development agreement be amended and the deadline for completion be extended one year.

**AMENDMENT TO THE RAEANNE LLC MOBILE FOOD COURT
DEVELOPMENT AGREEMENT
10563 COUNTRY WALK DRIVE**

THIS AGREEMENT is made and entered into this 18th day of November, 2025, by and between the Village of Sister Bay, Door County, Wisconsin, a Municipal Corporation ("the Village"), and RAEANNE LLC ("the Developer").

RECITALS

WHEREAS, on October 28, 2025, the Plan Commission reviewed the terms of the Development Agreement between the Village and Mike Tomasian, d/b/a RAEANNE LLC which was approved by the Village Board on December 20, 2023, and, recommended that Section 1 – VILLAGE APPROVALS, be amended to extend the deadline for completion for one year; the project is to be completed by December 20, 2026.

NOW, THEREFORE, the parties hereby agree that all the provisions of the previously mentioned Development Agreement shall remain in full force and effect, but Section 1 – VILLAGE APPROVALS, and any other references to a completion deadline therein, shall be amended as stated above.

(Please note that all of the documents previously approved are attached to the original Development Agreement dated December 20, 2023.)

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

[Signature page to follow]

DEVELOPER

RAEANNE LLC

By:

Mike Tomasian

STATE OF WISCONSIN)

) ss:

COUNTY OF _____)

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

Notary Public, State of WI

My commission expires: _____

VILLAGE OF SISTER BAY

By:

Nate Bell

Village President

STATE OF WISCONSIN)

) ss:

COUNTY OF DOOR)

Personally came before me this _____ day of _____, 20____, the above named NATE BELL, Village President, of the above-named municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be the Village President of said municipal corporation, who acknowledged execution of the foregoing instrument as said officer as the deed of said municipal corporation by its authority and pursuant to the authorization by the Village Board from their meeting on the 18th day of November, 2025.

Notary Public, State of WI

My commission expires: _____



STAFF REPORT

PRESERVING FOUNDATIONS

Paula Anschutz, of Preserving Foundations, had received a development agreement to move a four unit structure onto property she owns on Ava Hope Court. She built an exposed basement and two small additions, which were not on the original executed development agreement, so she petitioned the Village to amend the development agreement to include the work that was completed.

It should be noted that, at one time Ms. Anschutz pursued a different development agreement that included the basement (but not the additions), but she chose not to sign that agreement, and instead signed the agreement without the basement or additions. The proposed development agreement amendment would correct the plans and reflect what is currently onsite at this time. No other conditions of the original Development Agreement are to be discussed.

At the October Plan Commission meeting, the Commission reviewed the request and has recommended the original development agreement be amended.

**AMENDMENT TO THE PRESERVING FOUNDATIONS
DEVELOPMENT AGREEMENT
2387 AVA HOPE COURT**

THIS AGREEMENT is made and entered into this 18th day of November, 2025, by and between the Village of Sister Bay, Door County, Wisconsin, a Municipal Corporation ("the Village"), and PRESERVING FOUNDATIONS LLC ("the Developer").

RECITALS

WHEREAS, on October 28, 2025, the Plan Commission reviewed the terms of the Development Agreement between the Village and Paula Anschutz, d/b/a PRESERVING FOUNDATIONS LLC which was approved by the Village Board on February 28, 2024, and, recommended that Section 1 – VILLAGE APPROVALS, be amended to include an exposed basement and two additions, one addition being 5' x 16'10" and the other addition being 5' x 19'.

NOW, THEREFORE, the parties hereby agree that all the provisions of the previously mentioned Development Agreement, and subsequent Zoning and Development Agreement, shall remain in full force and effect, except Section 1 – VILLAGE APPROVALS, of the 2024 Development Agreement, be amended to include an exposed basement and two additions, one addition being 5' x 16'10" and the other addition being 5' x 19'.

(Please note that all of the documents previously approved are attached to the original Development Agreement dated February 28, 2024.)

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

[Signature page to follow]

DEVELOPER

PRESERVING FOUNDATIONS LLC

By:

Paula Anschutz, Registered Agent

STATE OF WISCONSIN)

) ss:

COUNTY OF _____)

Personally came before me this _____ day of _____, 20____, the above named PAULA ANSCHUTZ, on behalf of Preserving Foundations LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of WI

My commission expires: _____

VILLAGE OF SISTER BAY

By:

Nate Bell

Village President

STATE OF WISCONSIN)

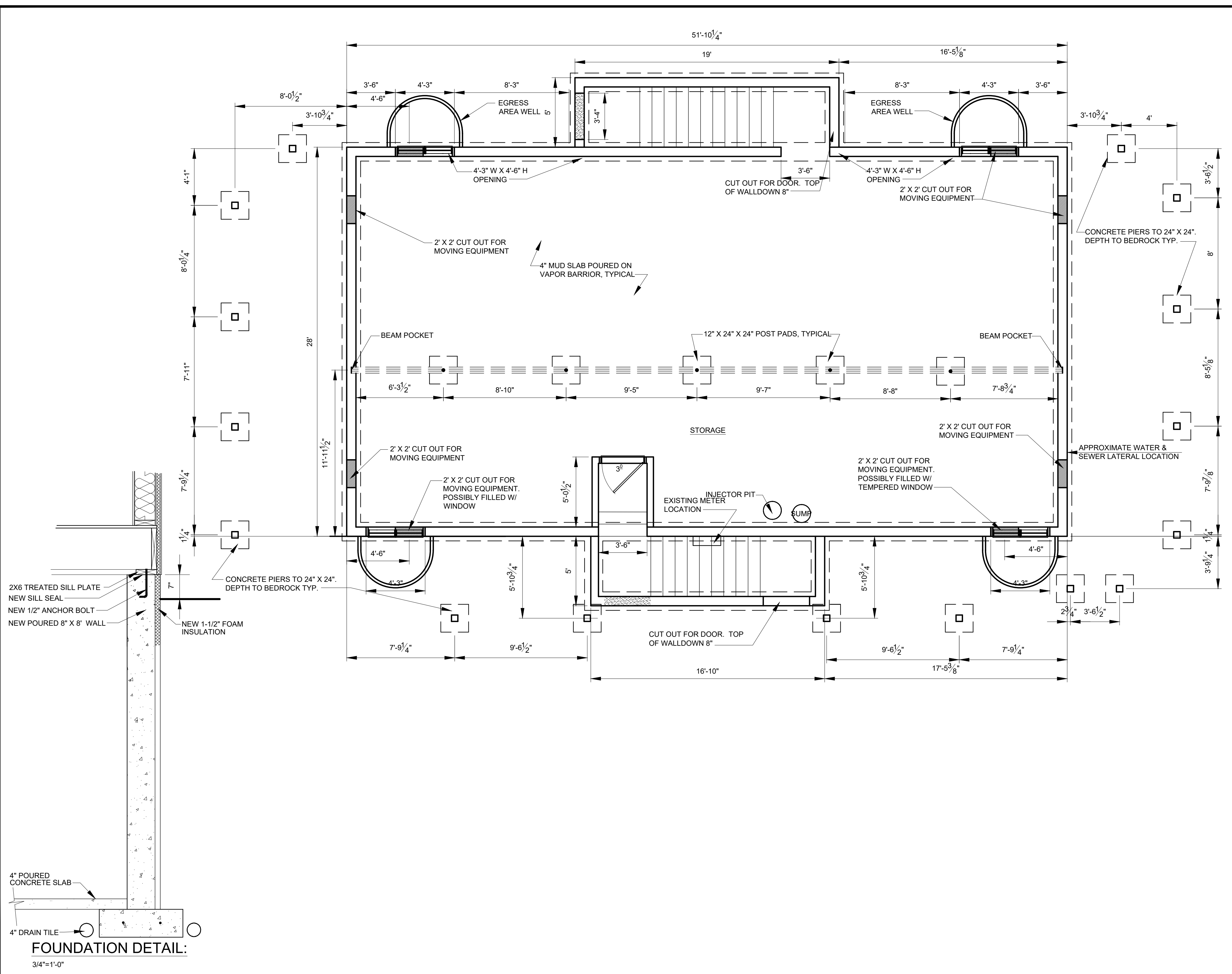
) ss:

COUNTY OF DOOR)

Personally came before me this _____ day of _____, 20____, the above named NATE BELL, Village President, of the above-named municipal corporation, to me known to be the person who executed the foregoing instrument and to me known to be the Village President of said municipal corporation, who acknowledged execution of the foregoing instrument as said officer as the deed of said municipal corporation by its authority and pursuant to the authorization by the Village Board from their meeting on the 18th day of November, 2025.

Notary Public, State of WI

My commission expires: _____



SHEET NO.	DESCRIPTION:	DRAFT DATE:	PROJECT:	KARNITZ WORKS LLC De PERE, WI 920.359.6365 nick.karnitz@gmail.com
A-1	FOUNDATION PLAN	12/3/2023	PRESERVING FOUNDATIONS LLC.	
			2387 AVA HOPE COURT SISTER BAY, WI 54234	

GENERAL SHEET NOTES

1. THIS IS AN "AS-BUILT" DRAWING DOCUMENTING EXISTING CONDITIONS BASED ON A 3/1/24 SITE VISIT. EVERY EFFORT HAS BEEN MADE TO CAPTURE AN ACCURATE DEPICTION OF THE AS-BUILT CONDITIONS. HOWEVER, ALL DIMENSIONS ARE APPROXIMATE. CONTRACTOR TO VERIFY ALL DIMENSIONS PRIOR TO COMMENCING NEW WORK.

2. PRIOR TO COMMENCING WORK, CONTRACTOR TO CONDUCT A TOUR OF THE CONSTRUCTION AREA WITH OWNER TO IDENTIFY ANY ITEMS TO BE SALVAGED, REMOVED AND/OR PROTECTED.

SHEET KEYNOTES

- 1 6'-0" TALL, 8" THICK CAST-IN-PLACE CONCRETE WALL
- 2 4'-0" TALL, 8" THICK CAST-IN-PLACE CONCRETE WALL
- 3 18" WIDE CONTINUOUS POURED FOOTING
- 4 2'-0" DIAM. PAD FOOTING TO BE DEMOLISHED (SEE A101 FOR NEW FOOTING INFORMATION)
- 5 2' X 2' BLOCKOUT FOR MOVING EQUIPMENT
- 6 BEAM POCKET
- 7 1/2" ANCHOR BOLT

PROJECT:
PRESERVING FOUNDATIONS LLC
2387 AVA HOPE COURT
SISTER BAY, WI 54234

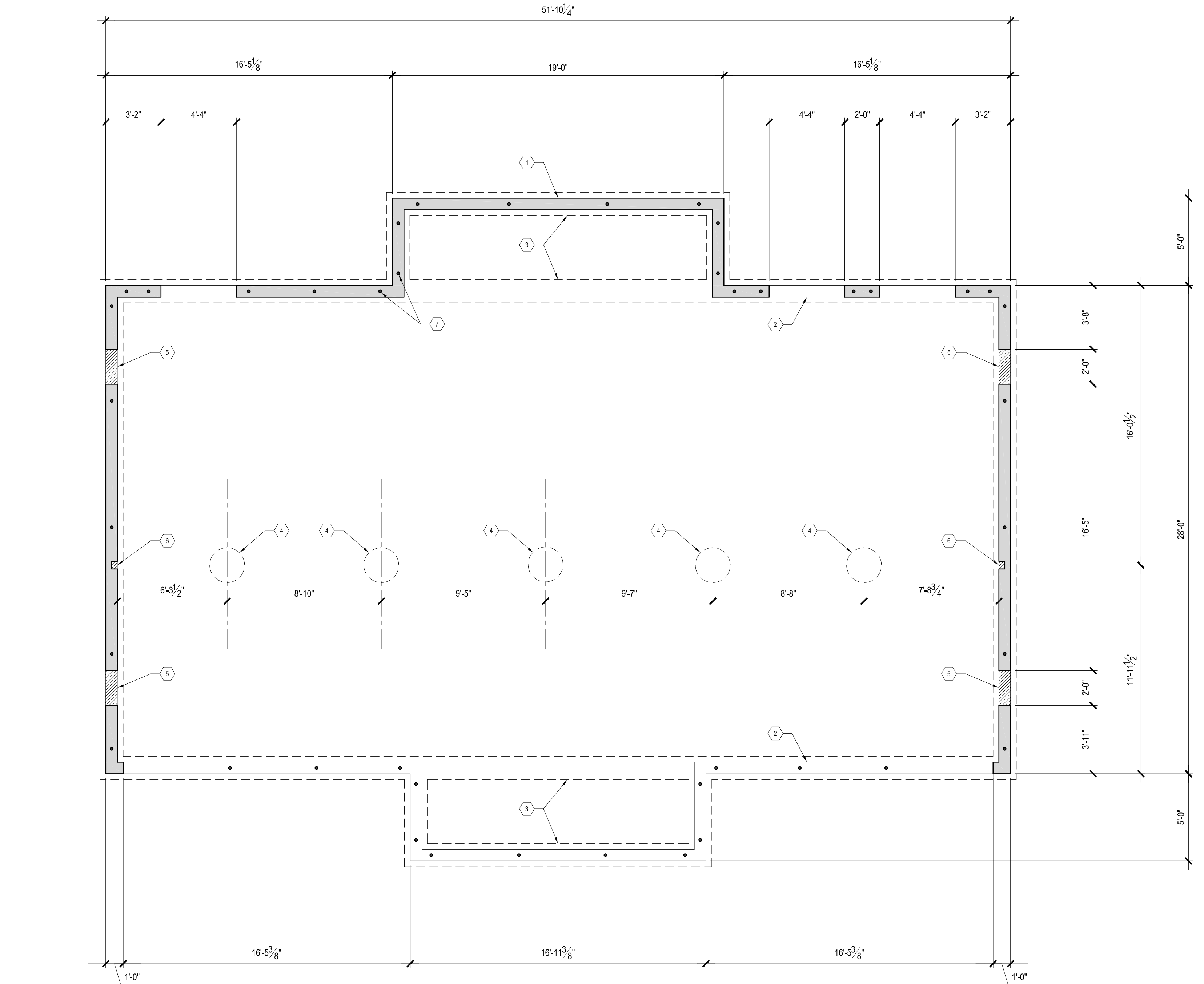
PRESERVING FOUNDATIONS LLC
2387 AVA HOPE COURT
SISTER BAY, WI 54234

ISSUE DATE	DESCRIPTION
04/30/2024	CONSTRUCTION DOCUMENTS

AS-BUILT FOUNDATION AND BASEMENT PLAN

SHEET SIZE: 22X34

A001



- GENERAL SHEET NOTES
1. ALL DIMENSIONS ARE APPROXIMATE. CONTRACTOR TO VERIFY ALL DIMENSIONS, ESPECIALLY REGARDING EXISTING BUILDING, DECKS, BALCONIES AND POSTS, PRIOR TO COMMENCING NEW WORK.
 2. PRIOR TO COMMENCING WORK, CONTRACTOR TO CONDUCT A TOUR OF THE CONSTRUCTION AREA WITH OWNER TO IDENTIFY ANY ITEMS TO BE SALVAGED, REMOVED AND/OR PROTECTED.
 3. CONTRACTOR TO INSPECT ALL EXISTING STRUCTURES PRIOR TO, DURING, AND AFTER MOVING AND SETTING ON NEW FOUNDATION WALL. ANY DEFICIENCIES IN CONSTRUCTION, EITHER PREEXISTING OR AS THE RESULT OF RELOCATION, SHALL BE REPORTED TO THE OWNER ALONG WITH RECOMMENDED RECONSTRUCTION, REPAIR OR REINFORCEMENT.
 4. ALL CONSTRUCTION SHALL COMPLY WITH ALL LOCAL, STATE AND NATIONAL CODES THAT APPLY. ALL WORK SHALL BE IN COMPLIANCE WITH STANDARD RECOGNIZED MANUFACTURERS' RECOMMENDATIONS AND ALL OTHER APPLICABLE CODES.
 5. OWNER TO APPROVE ALL DOOR AND WINDOW MODELS, TYPES, AND SIZES PRIOR TO PROCUREMENT AND INSTALLATION.
 6. OWNER TO APPROVE ALL EQUIPMENT AND APPLIANCE LOCATIONS, SIZES AND MODELS PRIOR TO PROCUREMENT AND INSTALLATION.
 7. OWNER TO APPROVE ALL ROOFING, CLADDING, SIDING AND TRIM SELECTIONS PRIOR TO PROCUREMENT AND INSTALLATION.

- SHEET KEYNOTES
- 1 2' SQUARE OR 2' DIAM. CONCRETE FOOTING, TYPICAL
 - 2 EXTERIOR WALL ASSEMBLY - REFER TO S101 FOR FRAMING NOTES
 - 3 6X6 TREATED WOOD POST, TYPICAL
 - 4 BEAM OPTIONS:
- CPLY 1.75X11.5 LVL, OR
- W8X18, OR
- W10X17
 - 5 THERMALLY BROKEN, INSULATED EXTERIOR WINDOW UNIT - FINAL TYPE, MODEL AND SIZE TO BE COORDINATED WITH OWNER, FRAMED OPENING TO BE VERIFIED IN FIELD
 - 6 WINDOW WELL
 - 7 INTERIOR WALL
 - 8 INTERIOR DOOR
 - 9 WALL-MOUNTED HANDRAIL, AND BLOCKING
 - 10 NEW STAIR ASSEMBLY
 - 11 UTILITY SINK
 - 12 SUMP PIT
 - 13 WASHER & DRYER
 - 14 WATER HEATER
 - 15 3" DIA. STD. PIPE COLUMN
 - 16 2' X 2' X 12" FOOTING, TYPICAL
 - 17 DOOR LOCATION ABOVE
 - 18 REINFORCED CONCRETE SLAB W/CONTROL JOINTS AS REQUIRED. SLAB COVERAGE TO BE FULL EXTENT OF BASEMENT, INCLUDING BOTH STAIRWELL AREAS

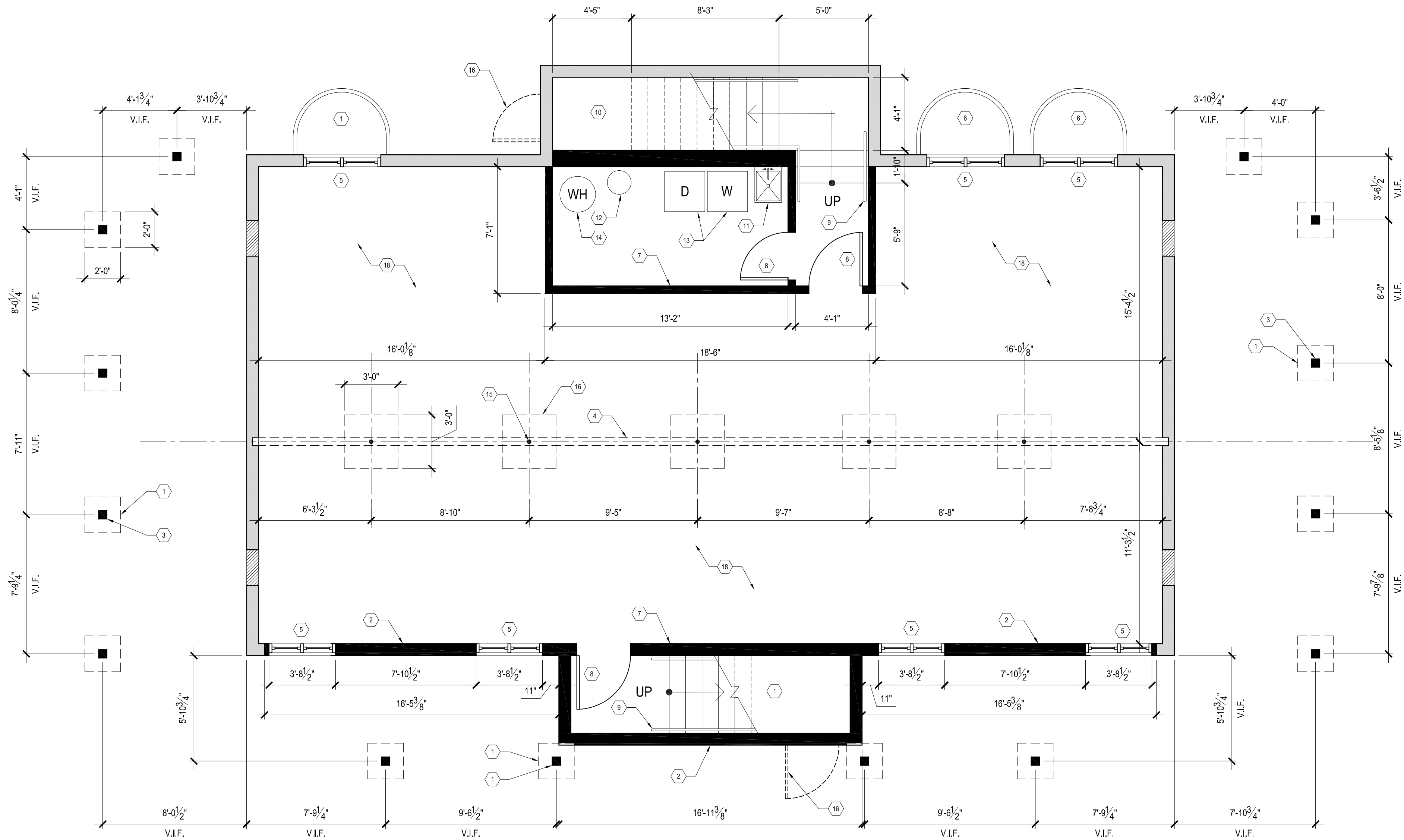
PROJECT:
PRESERVING FOUNDATIONS LLC
2387 AVA HOPE COURT
SISTER BAY, WI 54234

PRESERVING FOUNDATIONS LLC
2387 AVA HOPE COURT
SISTER BAY, WI 54234

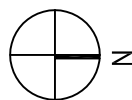
ISSUE DATE	DESCRIPTION
04/30/2024	CONSTRUCTION DOCUMENTS

FOUNDATION AND
BASEMENT FLOOR PLAN
SHEET SIZE: 22X34

A101



1 BASEMENT/FOUNDATION NEW FLOOR PLAN
A101 SCALE: 1/4" = 1'-0"



ISSUE DATE	DESCRIPTION
04/30/2024	CONSTRUCTION DOCUMENTS

NORTH ELEVATION
SHEET SIZE: 22X34

- GENERAL SHEET NOTES
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- SHEET KEYNOTES
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- 2 EXISTING FOUNDATION BY OTHERS.
- 3 EXISTING DECK, STAIRS AND BALCONY TO BE REATTACHED. ALL ANCHORING TO BE SPECIFIED BY OTHERS. STAIR ASSEMBLY TO BE MODIFIED AS NECESSARY TO WORK WITH EXISTING SITE CONSTRAINTS. CONTRACTOR TO COORDINATE WITH OWNER.
- 4 NEW DECK POST AND FOOTING - REFER TO STRUCTURAL FOR SIZING.
- 5 NEW STAIR ENCLOSURE - INSULATION, BARRIER, FLASHING AND CLADDING SYSTEMS TO BE COORDINATED BETWEEN OWNER AND CONTRACTOR
- 6 NEW WINDOW TO MATCH EXISTING - COORDINATE WITH OWNER
- 7 NEW 3'-0" X 7'-0" EXTERIOR DOOR - SIZE, TYPE, SWING AND HARDWARE TO BE COORDINATED WITH OWNER



1 NORTH ELEVATION
A201 SCALE: 1/4" = 1'-0"

ISSUE DATE	DESCRIPTION
04/30/2024	CONSTRUCTION DOCUMENTS

EAST ELEVATION

SHEET SIZE: 22X34

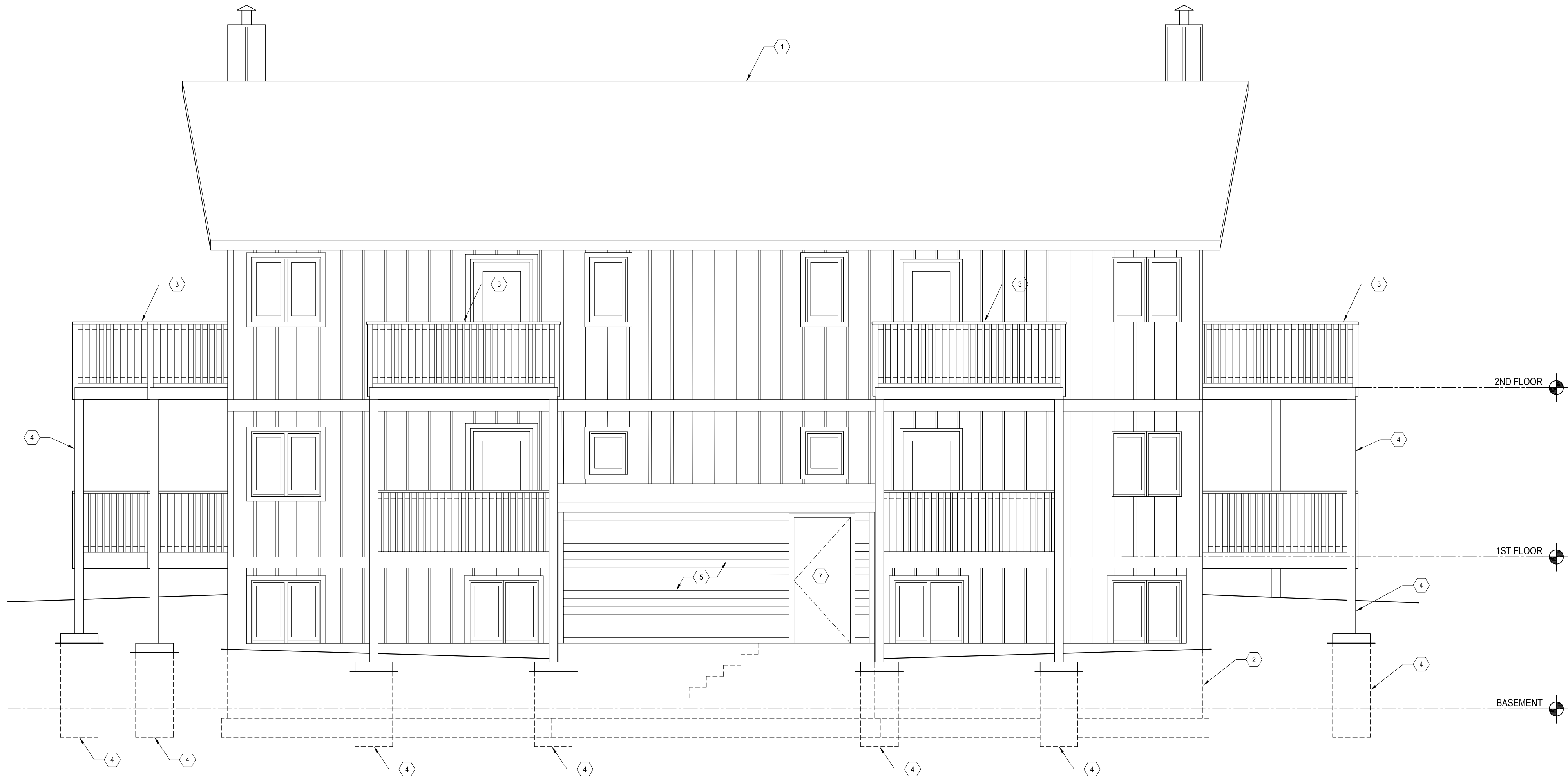
A202

GENERAL SHEET NOTES

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1 EAST ELEVATION
A202 SCALE: 1/4" = 1'-0"

ISSUE DATE	DESCRIPTION
04/30/2024	CONSTRUCTION DOCUMENTS

SOUTH ELEVATION

SHEET SIZE: 22X34

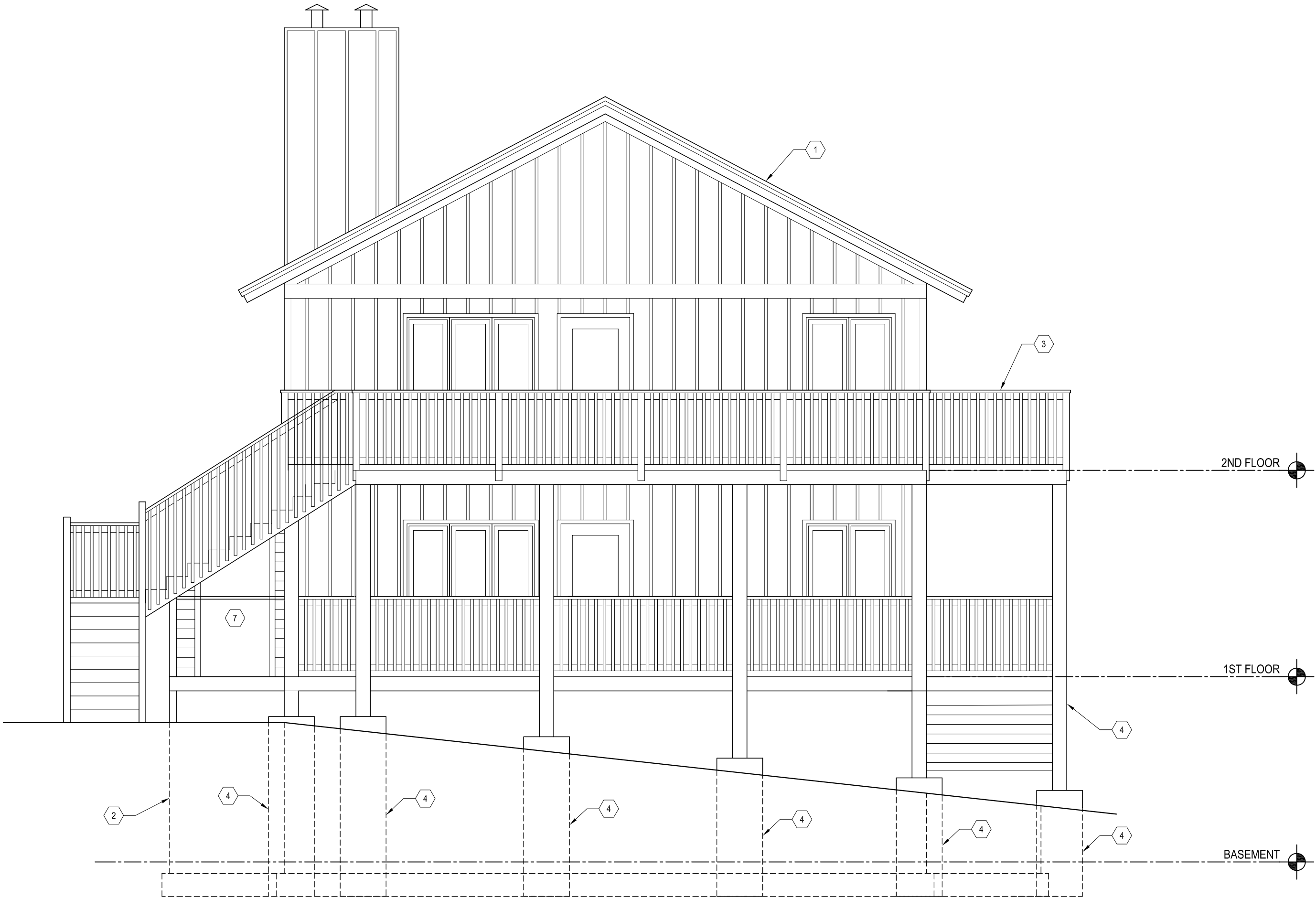
A203

GENERAL SHEET NOTES

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- 7 NEW 3'-0" X 7'-0" EXTERIOR DOOR - SIZE, TYPE, SWING AND HARDWARE TO BE COORDINATED WITH OWNER



1 SOUTH ELEVATION
A203 SCALE: 1/4" = 1'-0"

ISSUE DATE	DESCRIPTION
04/30/2024	CONSTRUCTION DOCUMENTS

WEST ELEVATION

SHEET SIZE: 22X34

A204

GENERAL SHEET NOTES

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SHEET KEYNOTES

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1 WEST ELEVATION
A204 SCALE: 1/4" = 1'-0"

GENERAL SHEET NOTES

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5. OWNER TO APPROVE ALL DOOR AND WINDOW MODELS, TYPES, AND SIZES PRIOR TO PROCUREMENT AND INSTALLATION.
6. OWNER TO APPROVE ALL EQUIPMENT AND APPLIANCE LOCATIONS, SIZES AND MODELS PRIOR TO PROCUREMENT AND INSTALLATION.
7. OWNER TO APPROVE ALL ROOFING, CLADDING, SIDING AND TRIM SELECTIONS PRIOR TO PROCUREMENT AND INSTALLATION.

SHEET KEYNOTES

- 1 EXISTING C.I.P. CONC. FOUNDATION WALL AND FTG.
- 2 EXISTING 2 STORY WOOD FRAME STRUCTURE TO BE SET ON EXISTING CONCRETE FOUNDATION
- 3 2 X 6 STUD @ 16" O.C. TYPICAL
- 4 BRIDGING AS NEEDED
- 5 CONTINUOUS 2 X 6 DOUBLE TOP PLATE
- 6 (2X8) S.P.-F NO. 1NG 2 HEADER, WITH (1) JACK STUD AND (1) KING STUD AT EACH SIDE OF OPENING
- 7 SIMPSON STRONG-TIE HDU2-SDS2.5 HOLD-DOWNS, TYPICAL (6 LOCATIONS)
- 8 DOUBLE SILL PLATE AT WINDOW OPENINGS
- 9 2 X 6 RAFTER @ 24" O.C.
- 10 ROOFING SYSTEM AND STAIR ENCLOSURE SHEATHING, VAPOR BARRIER, INSULATION AND EXTERIOR CLADDING SYSTEM
- 11 EXISTING BUILDING EXTERIOR WALL FINISH
- 12 LEDGER BOARD AT RAFTER CONNECTION TO EXISTING WALL
- 13 NEW TRIPLE STUD COLUMN @ EXISTING WALL WHERE ADDITION MEETS EXISTING
- 14 CONTINUOUS TREATED 2 X 6 SILL PLATE

LEGEND

- 7/16" OSB STRUCTURAL RATED SHEATHING WITH 8d NAILS AT 16" O.C. AT PANEL PERIMETERS
- CONCRETE

ISSUE DATE	DESCRIPTION
04/30/2024	CONSTRUCTION DOCUMENTS

TYPICAL FRAMING PLANS

SHEET SIZE: 22X34

S101

Simpson Strong-Tie® Wood Construction Connectors

HDU/DDT™

Holdowns

ADVANCED
This product is preferable to similar connectors because of (a) easier installation, (b) higher loads, (c) lower installed cost, or a combination of these features.

HDU holdowns are prefabricated during the manufacturing process, virtually eliminating deflection under load due to material stretch. They use Strong-Drive® SDS Heavy-Duty Connector screws which install easily, reduce fastener slip and provide a greater net section when compared to bolts.

The DTT tension ties are designed for lighter-duty holddown applications on single 2x posts. The DTT12 is installed with nails or Strong-Drive SD Connector screws and the DTT2 installs easily with the Strong-Drive SDS Heavy-Duty Connector screws (included). The DTT12 holdowns have been tested for use in designed shearwalls and prescriptive braced wall panels as well as prescriptive wood-deck applications (see pp. 314–315 for deck applications).

For more information on holddown options, contact Simpson Strong-Tie.

HDU Features:

- Uses Strong-Drive SDS Heavy-Duty Connector screws which install easily, reduce fastener slip and provide a greater net section area of the post compared to bolts.
- Strong-Drive SDS Heavy-Duty Connector screws are supplied with the holdowns to ensure proper fasteners are used.
- No stud bolts to countersink at openings.

Material: See table

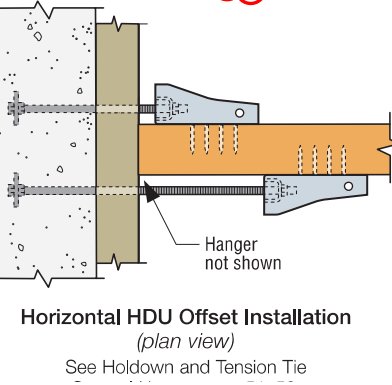
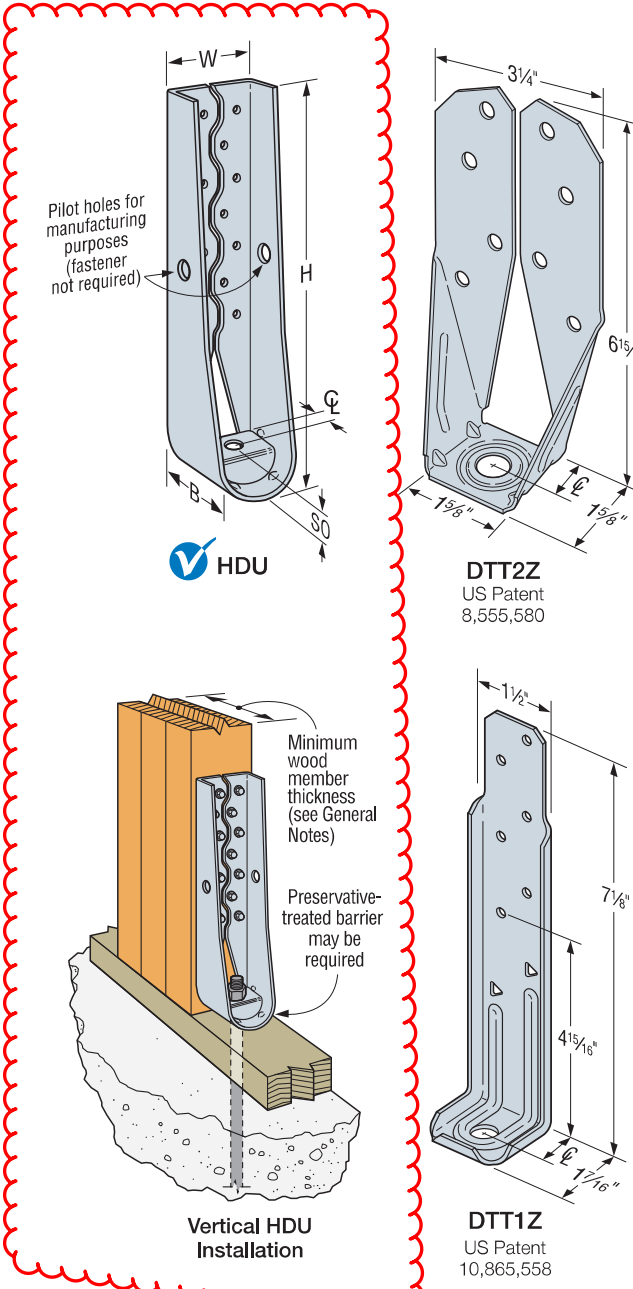
Finish: HDU — galvanized; DTT12 and DTT2Z — ZMAX® coating; DTT2SS — stainless steel

Installation:

- See Holddown and Tension Tie General Notes on pp. 51–52.
- The HDU requires no additional washer; the DTT requires a standard-cut washer (included) be installed between the nut and the seat.
- Strong-Drive SDS Heavy-Duty Connector screws install best with a low-speed high-torque drill with a 3/8" hex-head driver.
- Fasteners and crescent washer are included with the holdowns. To order replacements, order part no. SDS25212-HDU... (Fill in the size needed, e.g., HDU2.)

Codes: Codes: See p. 13 for Code Reference Key Chart

Web Applications: Visit app.strongtie.com/pfd to access our Post-to-Foundation Designer web application.



C-C-2024 ©2024 SIMPSON STRONG-TIE COMPANY INC.

Simpson Strong-Tie® Wood Construction Connectors

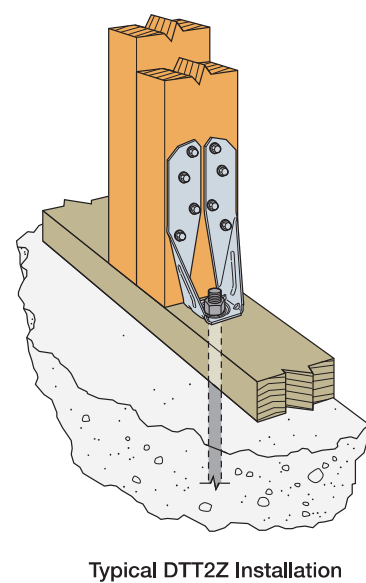
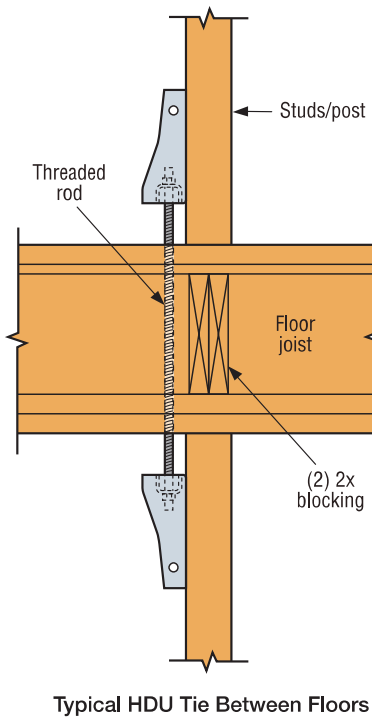
HDU/DDT™

Holdowns (cont.)

- These products are available with additional corrosion protection. For more information, see p. 16.
- For stainless-steel fasteners, see p. 23.
- Many of these products are approved for installation with Strong-Drive® SD Connector screws. See pp. 362–366 for more information.

	Model No.	Ga.	Dimensions (in.)					Fasteners (in.)		Minimum Wood Member Size (in.)	Allowable Tension Loads (160)			Code Ref.
			W	H	B	CL	SO	Anchor Bolt Dia. (in.)	Wood Fasteners		DF/SP	SPF/HF	Deflection at Allowable Load (in.)	
	DTT1Z	14	1 1/2	7 1/4	1 3/4	3/4	3/4	(6) #9 x 1 1/2" SD	1 1/2 x 3 3/4	840	840	840	0.17	
								(6) 0.148 x 1 1/2			910	640	0.167	
								(8) 0.148 x 1 1/2			910	850	0.167	
SD	DTT2Z	14	3 3/4	6 3/4	1 3/4	3/4	3/4	(8) 1/4 x 1 1/2 SDS	1 1/2 x 3 3/4	1,825	1,800	0.105		
								(8) 1/4 x 1 1/2 SDS		2,145	1,835	0.128		
								(6) 1/4 x 2 1/2 SDS		3,075	2,215	0.088		
	HDU2-SDS2.5	14	3	8 3/4	3 1/4	1 3/4	1 3/4	(6) 1/4 x 2 1/2 SDS	3 x 3 3/4	3,075	2,215	0.088	IBC, FL, LA	
								(14) 1/4 x 2 1/2 SDS		5,645	4,340	0.115		
								(20) 1/4 x 2 1/2 SDS		6,765	5,820	0.11		
	HDU8-SDS2.5	10	3	16 3/4	3 1/4	1 3/4	1 3/4	(20) 1/4 x 2 1/2 SDS	3 1/2 x 3 3/4	6,970	5,995	0.116		
								(30) 1/4 x 2 1/2 SDS		7,870	6,580	0.113		
								(30) 1/4 x 2 1/2 SDS		9,535	8,030	0.137		
	HDU11-SDS2.5	10	3	22 1/4	3 1/4	1 3/4	1	(30) 1/4 x 2 1/2 SDS	3 1/2 x 7 1/4	11,175	9,610	0.137		
								(36) 1/4 x 2 1/2 SDS		10,770	9,260	0.122		
								(36) 1/4 x 2 1/2 SDS		14,390	12,375	0.177		
	HDU14-SDS2.5	7	3	25 3/4	3 1/4	1 3/4	1	(36) 1/4 x 2 1/2 SDS	5 1/2 x 5 1/4	14,445	12,425	0.172	IBC, FL, LA	

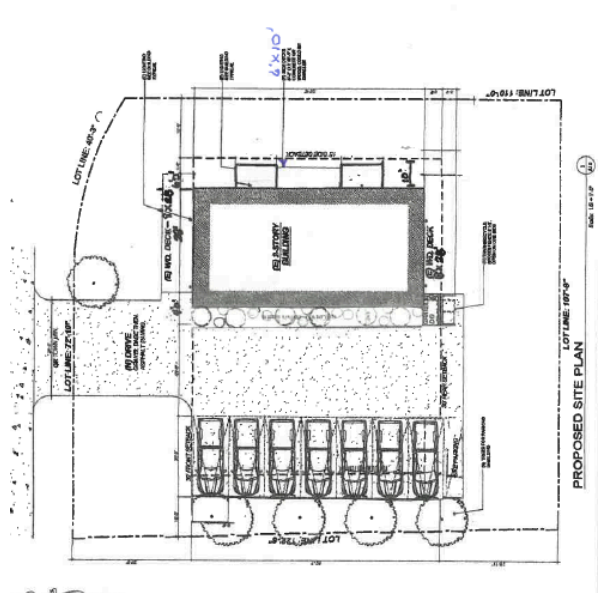
1. HDU14 requires heavy-hex anchor nut to achieve tabulated loads (supplied with holddown).
2. HDU14 loads on 4x6 post are applicable to installation on either the narrow or the wide face of the post.
3. Fasteners: Nail dimensions are listed diameter by length. SD and SDS screws are Simpson Strong-Tie Strong-Drive SD Connector and SDS Heavy-Duty Connector screws. See pp. 23–24 for fastener information.



Typical DTT2Z Installation

Typical HDU Tie Between Floors

C-C-2024 ©2024 SIMPSON STRONG-TIE COMPANY INC.



PROPOSED SITE PLAN

**STAFF REPORT****RECONSIDERATION REQUEST – GEOS SB, NORTH BAYS HORE DRIVE**

This reconsideration request is brought forward by Trustees Bhirdo and Harff.

At the last regular meeting of the Village Board, the Board reviewed a request from GEOS SB, in care of Cynthia Geocarlis, to reconstruct a third structure with living quarters on the lot. Some discussion took place reflecting a support to rent the home, if requested, but not rent the cottage near the road. As such, the Board approved the conditional use permit request with a condition the cottage by the road not be rented on a short-term basis, and, required a deed restriction to that effect.

There was also discussion about the small cottage by the water and whether it should be converted for use as a storage building. The Board did not support such restriction, but failed to address whether this cottage would also contain the same deed restriction as the cottage by the road.

Additionally, it is alleged information was presented in error and the record should be corrected.

To discuss this matter, the Board would need to vote to reconsider their decision. If they vote in favor of reconsidering the conditional use permit application, the case could then be discussed and any action taken, if appropriate.

(To review the application and supporting materials, please refer to the October 21, 2025 Village Board Meeting packet.)



STAFF REPORT

VENDOR CONTRACTS - MARINA

The Marina Committee has recommended the current vendor contracts for the marina be extended by two years. The only other change is one of the contracts reflect an increase in the rental rate due to the length of the vessel.



SISTER BAY MARINA
COMMERCIAL VENDOR AGREEMENT
2023-2025 (EXTENDED to 2027)

The undersigned, individually and on behalf of the Commercial Vendor (the "Lessee"), jointly and severally agree to enter into the following agreement with the Village of Sister Bay, a municipality located in Door County, Wisconsin, P.O. Box 769, Sister Bay, WI 54234 (the "Village").

RECITALS

A. The Village, through its Village Board in the exercise of its authority over the Village Marina (the "Marina"), has established a Marina Committee (the "Committee"), for certain matters relating to the Marina, including this Contract (the "Agreement"), in order to protect the health, safety and welfare of the public that in part includes benefit to the entire community by the stimulation of economic activity in the private sector and improving the quality of life and recreational opportunities by allowing anyone interested, access to the waters of Sister Bay.

B. The Committee has established requirements for the operation of the Marina, as set forth in this instrument and attachments, as may be changed from time to time during the term of this Agreement as set forth below (the "Requirements").

C. Lessee, jointly and severally, agrees to all requirements as may be changed from time to time, and executes this Lease in agreement with its provisions.

NOW, THEREFORE, on the later of both (i) the Lessee's execution of this Agreement with such Attachment, and (ii) the Committee's granting of this Lease, the following provisions shall be applicable to and are agreed to by the Lessee:

1. Identification of Village, Commercial Vendor, Boat and Commercial Vendor Services. The "Village" shall mean and include the Village and all of its organizational bodies, including the Village Board and Committees, as well as all of the Village employees and agents. In this Agreement the term "vessel" and "boat" are used interchangeably and herein referred to as "boat(s)". The Lessee, the boat(s), and Lessee services are as set forth on the attachments hereto, and, more specifically, those attachments shall set forth:

- a. The legal name or names, in the event of a partnership, and mailing address of the Lessee for the purposes of any notice;
- b. The name of the boat(s), if any, for which this Lease is obtained along with a description of the boat(s) (manufacturer, length, and other identifying description), as well as State and Federal identifying numbers, including the state of registration or licensing as applicable (hereinafter, the "Boat"); and,
- c. A description of services the Lessee will provide, in as much detail as may be required by the Committee.

2. Rates and Time of Payment. Please note that boat(s) with the ability to serve a high number of guests per day may be asked to pay a higher pump-out rate than other Lessees so as to cover the costs of sewage disposal. The rate for the first year of this Lease shall be the amount established by the Committee (the rate for 2023 is \$35,427.57, including tax). The Lessee shall pay for space furnished by the Village of Sister Bay in accord with the rates established by the Committee within 30 days of the date of invoice. The Village will provide the Lessee with two payment options.

1. Option 1 – Lessee will pay in full on or before May 1st of the season year. The Lessee will receive a 2 percent (2%) discount for selecting Option 1.

2. Option 2 – Lessee will pay the first half of the total amount due, as invoiced on or before May 1 of the season year, and the remainder of the invoice must be paid on or before August 1 of the season year. (The rate is the amount established by the Committee prior to the date the Village offers the Agreement to the Lessee; subsequent annual rates shall be set no later than December 31 of the year immediately preceding each calendar year during the term of the Lease or the rate shall default to the original rate offered in the Agreement.)

3. Term. The term of this Lease is three (3) years, with an optional two (2) year extension if there have not been documented violations of the Agreement that have been presented to the Lessee, in writing, and not cured within a reasonable timeframe established by the Marina Manager. This Agreement shall commence as of the commencement date and shall be valid until ~~October 31, 2025, or October 31, 2027, if the two-year extension is granted.~~ The Term shall consist of calendar years, but the Lease for the boat(s) at the Marina is only for so much of each such calendar year that the Marina is open for boating, i.e., the boat(s) must be removed from the Marina for the winter off-season as established by the Marina Manager. Nothing in this Agreement should be construed to imply this Agreement will be renewed upon the end of the term. The Village reserves the right to not renew, renew, or modify the Agreement prior to offering a new Agreement.

4. Termination of Lease. Notwithstanding the terms set forth in this Agreement the Committee may terminate any Lease for cause, at any time without liability for the remainder of any term on not less than thirty (30) calendar days' notice to the Lessee.

5. Lessee Early Termination. If a new rate or time of payment is made by the Committee, the Lessee shall have until January 31 of the year immediately following the date the new rate has been established to notify the Village of the Lessee's election not to continue this Lease for the remainder of the term. The Lessee will be responsible for contacting the Village after the deadline to obtain notice of any changes. Failure of the Lessee to notify the Village in a manner such that the Village receives the notice by January 31 shall be the Lessee's agreement to continue this Lease and pay the new rate at such new time or times until the Lease is terminated by the Village. In addition, the Lessee may request that the Committee consider early termination at any time, which the Committee may grant or deny at its discretion.

6. Release, Indemnification and Required Insurance. The Lessee releases, waives and discharges the Village from any and all liability by reason of this Lease, including any use or

occupancy of the Marina and services, and covenants never to bring any suit or action at law or in equity against the Village related thereto. Lessee further agrees to indemnify the Village from and against any claims, demands, or costs (including attorneys' fees), or Judgments arising from his/her/their utilization of the Marina, whether incidents occur in the Marina or elsewhere. Moreover, the Lessee shall have in place and furnish to the Village prior to placing the boat(s) or any other property on or in the Marina, or any use or occupancy of the Marina for any calendar year, proof of insurance for that year as required on the attached Sister Bay Marina Contractor Insurance Requirements (the "Insurance") (as may be amended by the Village or Committee from time to time by the deadline, with the Lessee having the same rights and responsibilities with respect to early termination by January 31 as indicated above), with respect to insurance.

7. Marina Procedures and Usage. Lessee agrees to comply with all Marina Procedure and Usage Rules at all times except as modified by this Agreement. By signing this document the Lessee signifies that he/she/they have received, agrees with, will obey, and understands the Sister Bay Marina Procedure and Usage Rules (attached hereto and incorporated by reference).

8. Annual Report. In addition to all other requirements, the Lessee shall prepare and submit to the Village to be received no later than November 1 of each calendar year during this Lease, a report on the Lessee's operations for that calendar year prior to November 1 of that calendar year (the "Annual Report"). The Annual Report shall include, at a minimum, economic impact, if known; demographic information that can be used for marketing purposes; a detailed log of the number of boat trips and customer counts on those trips; and any issues the Lessee may seek the Village to be aware of or have any desire for the Village to address.

9. Effective Change of Ownership. The words "Effective Change of Ownership" shall mean any cumulative change of fifty percent (50%) or more of the ownership of the Lessee, or any change in the authority of any individual that signs the Lease on behalf of the Lessee. Within ten (10) days after any effective change in ownership, the Lessee shall notify the Village in writing with a notice specifying the changes in the Marina Commercial Vendor Lease Attachment. The Committee may terminate the Lease at any time after an effective change of ownership by giving not less than thirty (30) calendar days advance written notice of the termination to the Lessee. This Lease is not assignable.

10. Breach or Default. In the event of any breach or default in making any monetary payment to be made to the Village, including payments required under this Section for breach or default, or any other payment such as the rate under the Lease, interest will be charged on all accounts not paid when due at a rate of ten percent (10%) per month, or the maximum rate allowed by law, whichever is greater. In the event the Lessee fails to pay all amounts which become due under the Agreement and the Village refers such matter to an attorney or collection agency, the Lessee agrees to pay, in addition to the amounts due, as well as any and all costs incurred by the Village as a result of such action, including attorney fees.

11. Guarantee. The Lessee, including any individual signing this Lease, notwithstanding signature in a capacity as an agent or other fiduciary, personally guarantees all obligations of the Lessee whether under this Lease or otherwise.

12. Boat and Slip Location. The Lessee shall only conduct his/her/their operations on the boat(s) located at the slips assigned by the Village. All related equipment necessary to provide the Lessee's services shall be stored in such locations as are approved by the Marina Manager. The only boat(s) authorized at the assigned dock are those boat(s) enumerated in the Marina Commercial Vendor Lessee Attachment; the Lessee shall not allow other boat(s) not covered by this Agreement to tie up to the dock or to boat(s) authorized to use the dock.

13. Dock Modification or Repair. No dock modifications may be made by the Lessee to any of the assigned slip(s) without prior approval of the Marina Manager. The Marina Manager will determine if the modification is appropriate, what materials may be used, and who is to perform the modification. The Marina is responsible for general maintenance of slips. Any repairs required beyond normal wear and tear to the assigned slip(s) will be at the expense of the Lessee. (The Marina Manager reserves the right to determine what is beyond normal wear and tear.)

14. Commercial Concession Building Usage. The Lessee is hereby granted permission to operate a concession office inside the Village owned concession building. The Lessee shall share the concession office space with the other Lessees granted leases by the Village. No modifications shall be made to the interior or exterior of the building without the Village's written permission. All existing Lessee signage on the building shall be reviewed for approval. No signage on the building or Village property is allowed without first obtaining a Village Sign Permit(s); the Lessee is obligated to comply with all Zoning Code requirements applicable to the sign. Any cost for telephone service shall be paid by the Lessee. If at any time air conditioning or electric heat is added to the building the different Lessee's operating from the building shall become responsible for the electric bill.

15. Vehicle Parking. The Lessee agrees that he/she/they and their employees, shall not park any personal vehicle(s), commercial vehicle(s) or truck(s) used in the course of their business on either side of N. Bay Shore Drive between Scandia Drive and Mill Road at any time, nor in any public parking lot assigned to the Post Office or Waterfront Park.

16. Trash and Recycling. The Lessee agrees to maintain the area around the assigned slip(s), grounds and concession building in a clean and neat manner at all times. The Lessee agrees to collect and deposit all trash and waste in the dumpster next to the Marina Building. The Lessee agrees to recycle to the extent possible and to deposit all recyclables in the appropriate dumpster next to the Marina Building. Lessee understands it is not the responsibility of Marina Staff to dispose of bags of trash or recyclables generated by the Lessee or his/her/their guests. The Lessee also agrees to conduct his/her/their business consistent with the Wisconsin Department of Natural Resources "Clean Marina" guidelines.

17. Customer Information. The Lessee agrees to provide the Village with copies of all sales, promotion, and/or instructional materials associated with the operation of his/her/their business that are provided to individuals renting or purchasing services from the Lessee. Said informational material shall make it clear that tickets and information is not available at the Marina Building, and, all inquiries are to be made at the Commercial Concession Building.

18. Restrooms. All promotional materials, information shared by Lessee employees, and any signage shall indicate Lessee's guests are to use the restrooms on the Lessee's boat(s) or at the Village Hall, and not utilize the restrooms at the Marina Building.

1 19. Licenses and Permits. The Lessee agrees that each employee operating a boat(s) shall be
2 properly licensed or certified by the United States Coast Guard. Copies of those licenses and or
3 permits shall be available for inspection at the Commercial Concession Building. The Lessee agrees
4 that each boat(s) as listed shall be properly licensed and certified as required by the United States
5 Coast Guard. Copies of those licenses or certifications shall be available for inspection at the
6 Commercial Concession Building.

7 20. Scope of Business Activities. While operating in the concession stand or within the Marina
8 the Lessee shall not engage in any business or reservation activities for boat(s) located at or
9 operating out of any other marinas or locations. Reservations, rentals, charters, sales or other
10 business related activities shall be for the boat(s) covered by this agreement.

11 21. Nuisances/Noise. Crowd noise and other disturbances shall be managed so the operation is in
12 compliance with the Municipal Code, Chapter 30, *Nuisances*. Violations of the Village's nuisance
13 regulations shall be deemed a breach of this contract.

14 22. No boat or portion thereof shall hang over the edge of the dock. If there is any confusion over
15 this *Recital*, please see the Marina Manager for clarification.

16
17
18
19 *[Signature page to follow.]*
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1 **IN WITNESS WHEREOF**, the undersigned has executed this Lease on the dates set forth opposite
2 his/her/their signature(s).

3
4 **LESSEE:** Sail Door County (Individually and on behalf of Commercial Vendor)

5 Date signed: _____ Date signed: _____

6
7 (Signature) _____ (Signature) _____
8 Print Name, Title: Marley Inksetter, Owner Print Name, Title: Merih Bayirli, Owner

9
10
11 **VILLAGE:** (Approved on Behalf of the Village of Sister Bay)

12 Date signed: _____

13
14 (Signature) _____
15 Nate Bell
16 Village President

17
18 (Signature) _____
19 Dave Lienau
20 Marina Manager

21
22 Assigned Slip Number(s): _____ D101, D111 _____

VILLAGE OF SISTER BAY

MARINA COMMERCIAL VENDOR LESSEE ATTACHMENT

COMMERCIAL VENDOR: Marley Inksetter and Merih Bayirli

Business Name: Sail Door County

Website: saildoorcounty.com

Address: 10487 E Stony Ridge Cir., Unit 17, Sister Bay, WI 54234

Business Ph. (920) 495-7245/Cell Phone (920) 363-2636 (Marley) & (920) 510-2686 (Merih)

Email: inksetter.marley@gmail.com; merihbayirli@gmail.com; info@saildoorcounty.com

Authorized Commercial Vendor Contact Person (if different from above): _____

Address (if different from Commercial Vendor): _____

Telephone Number(s): _____

Email: _____

DESCRIPTION OF APPROVED COMMERCIAL VENDOR SERVICES:

Inksetter is authorized to operate *Sail Door County* which involves three boats. One (1) boat is known as the 'Edith M. Becker' which has a maximum capacity of 23 passengers and there is to be no more than four (4) trips daily. Inksetter is also authorized to operate 'Passage North', which has a maximum capacity of six (6) passengers and makes no more than five (5) trips daily. The third boat is a 40' classic sailing yawl with a maximum capacity of six (6) passengers, and is limited to no more than four (4) trips per day.

BOAT: (attach sheet(s) if necessary):

Name/Description: *Edith M. Becker*, a 1984 67' long Class B Registered Tall Ship; *Passage North* a 1966 40' long racing sloop; and, an unnamed (as of the signing of this contract) 40' long classic sailing yawl

Identification Number: Edith M. Becker #: 666696; Passage North #: 511503; 40' Sailing Yawl #: Unknown at time of contract

Boat Ownership (Include name(s), address(es), or other indication of ownership):

Sail Door County, PO Box 1048, Sister Bay, WI 54234 _____

SISTER BAY MARINA COMMERCIAL VENDOR

INSURANCE REQUIREMENTS

Unless otherwise specified in this Agreement, the Commercial Vendor "Vendor" shall maintain in effect at all times during the performance of the services as described in the Commercial Vendor Agreement, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

A. Worker's Compensation, Jones Act, and Employers Liability Insurance – Not Required

B. Boat Liability Insurance – Proof of insurance is required prior to May 1 of each year.

C. Automobile Liability Insurance - The Vendor shall provide evidence that their vehicles meet the minimum required automobile liability insurance for the State of Wisconsin. No automobile insurance liability coverage is required if the Vendor's vehicles and service trucks never drive on Marina or Waterfront Park property, which would include parking lots, sidewalks and docks. Proof of insurance required prior to May 1 of each year.

D. Commercial General Liability Insurance - The Vendor shall maintain limits no less than Two Million dollars (\$2,000,000) per occurrence for their premise and their operations at the Village Marina. The Village shall be named as an insured on the Lessee's Certificate of Liability Insurance.

The Vendor shall have and maintain insurance coverage as specified above which shall be in full force and effect during such time as their boat(s) are located in the Sister Bay Marina or they are operating out of the Concession Building.

The Vendor shall provide the Village with a certificate of insurance with the Village of Sister Bay named as an additional insured under such insurance contract.



SISTER BAY MARINA PROCEDURES AND USAGE RULES

In an effort to provide an inviting atmosphere for all boat owners docking at the Sister Bay Marina, the following rules and regulations are provided for your protection. Your cooperation is greatly appreciated.

DOCKAGE/SLIP FEES: Dockage fees are payable in full prior to occupancy in accordance with the payment schedule set forth by the Marina. The Marina reserves the right to haul and store at the Owner's expense any Vessel which occupies a slip prior to the full payment of dockage charges. The Village reserves the right to assign boat slips and dock ties. Vessels assigned a slip will appropriately fit the slip assigned inclusive of all attachments fore and aft. Vessels over or under may be considered non-compliant and may result in a slip move, additional fees, at the discretion of the marina manager.

ADEQUACY OF WATER LEVELS: The Owner acknowledges that the Marina makes no representations regarding the adequacy of water for ingress/egress. The Owner agrees not to hold the Marina responsible for any damage resulting from low water levels.

SPACE AVAILABILITY: The Marina reserves the right to temporarily or permanently move a Vessel to a comparable dockage space other than that space initially assigned to the Vessel without notice to the Owner for reasons of safety or security of the Marina property or the Vessel and surrounding vessels or for any other reason which the Marina, in its sole opinion, determines reasonable justification to move the Vessel.

TRANSIENT USE: The Owner agrees to notify the Marina if it intends to vacate the Slip overnight or for longer during the duration of their reservation. The Marina shall then have the right to place another vessel or vessels in the Slip for the period of time the Owner's Vessel is away without allowance of any kind to the Owner. Should the Vessel return early, the Marina will make every attempt to place the Owner's Vessel in a suitable place until the Slip becomes available. All lessees will be responsible for the safe and proper mooring of their boats. Boats breaking their moorings may be removed at the expense of the owner. Please check your line inventory, etc. before docking. The break wall and all floating and fixed piers are considered public walkways and should remain free of gear, chairs, tables, bicycles, inflatables and similar items for patron safety and access. Likewise, shore power cords and water hoses should not create a trip hazard. No attachments can be made to the break wall, floating and fixed piers without the approval of the marina manager.

SEVERE WEATHER: Because no marine facility can guarantee safety in severe weather conditions, the Owner agrees to hold the Marina harmless for any damage to the Vessel resulting from severe weather or Acts of God. Upon notice from the Marina, the Owner must remove the Vessel from the Marina in a timely manner or instruct the Marina to haul it at the Owner's expense if the Marina is able to do so. Should the Owner be unwilling or unable to remove the Vessel from the Marina, the Owner will be held responsible for all damage to and caused by the Vessel. Because the Marina has limited ability to safeguard its property and that of its customers under such conditions, the Owner agrees not to hold the Marina liable for any storm related damage to a Vessel on the Marina property.

1 SPEED LIMIT: The speed limit in the harbor, when approaching or leaving will be DEAD SLOW.

2
3 FUELING: For safety and pollution prevention reasons - Fueling is strictly prohibited! Owners, their
4 representatives and/or guests may not fill fuel tanks from portable containers at any time while on
5 Marina property.

6
7 CHILDREN: Young children shall be accompanied by an adult at all times and the Marina recommends that
8 all non-swimmers wear lifejackets near the water.

9
10 PETS: Pets must be kept on a short lead at all times. Owners must clean up after their pets. Any pets
11 found to be a nuisance to other Marina customers may be required to leave the property at the Marina
12 Manager's discretion.

13
14 QUIET ENJOYMENT: Owner shall not make or allow any disturbing noises in the Marina. No generators,
15 stereos, radios, televisions or parties are permitted outside the confines of interior cabin during quiet
16 hours between 10:00 PM to 7:00 AM. Unbecoming or disorderly conduct, including public intoxication,
17 abusive language, or physical threats or altercations directed at any other person will not be tolerated and
18 are cause for immediate expulsion from the Marina.

19
20 VEHICLE PARKING: Vehicles found to be improperly parked may be towed at the vehicle Owner's expense.
21 Vehicles parked longer than the limits noted on parking signs, including the temporary loading spaces on
22 Bay Shore Drive, must be parked in the Village lots and not in the dock parking area. Please observe this
23 rule at all times as improperly parked vehicles may be removed at the owner's expense or may be
24 ticketed.

25
26 GARBAGE & RECYLING: Garbage dumpsters are located on the west side of the Marina Office. Please do
27 not leave garbage on the docks or in the small cans on the Marina grounds. The dumpsters may only be
28 used for disposal of refuse generated at the Marina. Recycling is encouraged throughout the entire
29 Village. Recycling containers will be provided for you. We ask that you help to protect the environment by
30 recycling whenever possible.

31
32 OVERBOARD DISCHARGE/HAZARDOUS MATERIALS: The Vessel must be equipped with a sewage holding
33 tank for all toilets, which tank shall not allow toilet wastes to be discharged into the water of the Marina.
34 Marina shall be entitled to require that Owner insert a dye tablet in the Vessel's holding tank. Owner shall
35 not store, release or permit to be released, by action or inaction, any hazardous waste or environmentally
36 objectionable substances, including oil, gasoline or untreated sewage ("Hazardous Substances") into the
37 water or lands of the Marina. Owner hereby indemnifies, defends and saves Marina harmless from all
38 liabilities, claims, losses, expenses and obligations arising from the use, storage or placement of any
39 Hazardous Substances upon the Slip or the Marina (if brought, placed thereon, or released by Owner, its
40 agents, employees, contractors, or invitees), which obligations shall survive the expiration or termination
41 of this Agreement. Owner shall be responsible for immediately reporting and cleaning up any such
42 release. Owner shall immediately report any release to the appropriate government authorities and to
43 the Marina manager and shall keep Marina informed on a daily basis of Owner's actions with respect to
44 any clean up. If Marina is not satisfied, at Marina's sole discretion, with Owner's actions in reporting and
45 cleaning up a release, Marina may take any action it deems appropriate regarding the release, at Owner's
46 expense.

USE OF ELECTRICITY: Outlets are provided throughout the Marina for customer use. In some cases, use of electricity will be subject to charge by the Marina. Burned out or otherwise damaged receptacles will be repaired by the Marina staff and charged to the Owner. Voltage regulation and surge protection shall be the sole responsibility of the Owner. All shore power, adapters and electrical plugs must be equipped with acceptable ground weather proofing in accordance with Article 555 of the National Code. In 220 volt, 50 amp systems, the neutral leg does not constitute a ground leg.

END OF SEASON: Transient slips must be vacated by October 16th, unless otherwise prearranged. All boats must be removed from the Marina by October 24th, or they may be forcibly removed at the owner's expense. (Enforcement of this rule allows for timely and orderly winterization of the Marina.) Your boat must be removed from the Marina by October 24th, or you will be charged the out of season dockage fee of \$2.00 per foot of boat per day.

OTHER GENERAL RULES: The Owner agrees to be bound by the following additional rules while occupying the Slip at the Marina. Swimming is not allowed from the Marina docks. There shall be no fish or dinghy cleaning on the docks of the Marina. Open flames are only allowed in designated grilling areas. Absolutely no open flames are allowed water-ward of the shoreline. No carpeting or other accessories may be attached to the docks of the Marina in any way without the prior approval of Marina management. The number of people staying overnight on a Vessel at the Marina shall be no greater than the number of permanent berths on the Vessel. BOTTOM CLEANING: In compliance with State environmental regulations, in-water bottom cleaning is not permitted at the Marina. DINGHIES: Tenders are not to be tied up alongside Vessels while in the Slip. Dinghies left in unoccupied slips for which the Owner does not hold a rental contract will be hauled at the Owner's expense and liability.

RECREATION AREAS: All people using the recreation areas must comply with posted rules at all times. Skateboarding and/or rollerblading will not be allowed on the docks or Marina grounds.

CONDUCT: All persons using the Sister Bay Marina must conduct themselves with discretion and be considerate of their neighbors. NO EXCESSIVE DISTURBANCES OF ANY SORT WILL BE ALLOWED BETWEEN 10:00 P.M. AND 7:00 A.M. Any individual(s) behaving in a disruptive fashion at the Marina, or who is/are abusive to Marina employees, other boaters or citizens will initially be warned by the Marina Manager or staff that such activity is not permissible. If he/she/they fail to heed the warning, or if he/she/they have exhibited similar behavior in the past, the Manager does have the authority to permanently ban the individual(s) from the Marina. Any fees or lease amount paid to the Marina shall be forfeited at that time. All visitors, lessees and users of the Marina, Marina Park, other Village parks and property are required to comply with Chapter 38 of the Village code. Chapter 38 includes regulations related to: boating, park rules, dogs, alcoholic beverages, vehicles, littering, curfew, launching fees, fires, hunting and trapping. The complete regulations are available online at www.sisterbaymarina.com.



SISTER BAY MARINA
COMMERCIAL VENDOR AGREEMENT
2023-2025 (EXTENDED to 2027)

The undersigned, individually and on behalf of the Commercial Vendor (the "Lessee"), jointly and severally agree to enter into the following agreement with the Village of Sister Bay, a municipality located in Door County, Wisconsin, P.O. Box 769, Sister Bay, WI 54234 (the "Village").

RECITALS

A. The Village, through its Village Board in the exercise of its authority over the Village Marina (the "Marina"), has established a Marina Committee (the "Committee"), for certain matters relating to the Marina, including this Contract (the "Agreement"), in order to protect the health, safety and welfare of the public that in part includes benefit to the entire community by the stimulation of economic activity in the private sector and improving the quality of life and recreational opportunities by allowing anyone interested, access to the waters of Sister Bay.

B. The Committee has established requirements for the operation of the Marina, as set forth in this instrument and attachments, as may be changed from time to time during the term of this Agreement as set forth below (the "Requirements").

C. Lessee, jointly and severally, agrees to all requirements as may be changed from time to time, and executes this Lease in agreement with its provisions.

NOW, THEREFORE, on the later of both (i) the Lessee's execution of this Agreement with such Attachment, and (ii) the Committee's granting of this Lease, the following provisions shall be applicable to and are agreed to by the Lessee:

1. Identification of Village, Commercial Vendor, Boat and Commercial Vendor Services. The "Village" shall mean and include the Village and all of its organizational bodies, including the Village Board and Committees, as well as all of the Village employees and agents. In this Agreement the term "vessel" and "boat" are used interchangeably and herein referred to as "boat(s)". The Lessee, the boat(s), and Lessee services are as set forth on the attachments hereto, and, more specifically, those attachments shall set forth:

- a. The legal name or names, in the event of a partnership, and mailing address of the Lessee for the purposes of any notice;
- b. The name of the boat(s), if any, for which this Lease is obtained along with a description of the boat(s) (manufacturer, length, and other identifying description), as well as State and Federal identifying numbers, including the state of registration or licensing as applicable (hereinafter, the "Boat"); and,
- c. A description of services the Lessee will provide, in as much detail as may be required by the Committee.

2. Rates and Time of Payment. Please note that boat(s) with the ability to serve a high number of guests per day may be asked to pay a higher pump-out rate than other Lessees so as to cover the costs of sewage disposal. The rate for the first year of this Lease shall be the amount established by the Committee (the rate for 2023 is \$48,811.31, plus tax). The Lessee shall pay for space furnished by the Village of Sister Bay in accord with the rates established by the Committee within 30 days of the date of invoice. The Village will provide the Lessee with two payment options.

1. Option 1 – Lessee will pay in full on or before May 1st of the season year. The Lessee will receive a 2 percent (2%) discount for selecting Option 1.
2. Option 2 – Lessee will pay the first half of the total amount due, as invoiced on or before May 1 of the season year, and the remainder of the invoice must be paid on or before August 1 of the season year. (The rate is the amount established by the Committee prior to the date the Village offers the Agreement to the Lessee; subsequent annual rates shall be set no later than December 31 of the year immediately preceding each calendar year during the term of the Lease or the rate shall default to the original rate offered in the Agreement.)

The Village is aware the Lessee must often move his boats docked at Slip E30 so a neighboring commercial vendor can access their dock. The Village appreciates the courtesy shown by the Lessee and does support the Lessee being compensated for his courtesy. The Lessee is to negotiate with the other Lessee to ensure the Lessee party to this Agreement is compensated for his inconvenience. If the Lessee is unable to reach an agreement with the adjacent Lessee, they are to contact the Marina Manager and the Marina Committee will intervene and establish a convenience fee. Absent the Lessee's request for assistance, the Village will not be party to the negotiations or the exchange of money.

3. Term. The term of this Lease is three (3) years, with an optional two (2) year extension if there have not been documented violations of the Agreement that have been presented to the Lessee, in writing, and not cured within a reasonable timeframe established by the Marina Manager. This Agreement shall commence as of the commencement date and shall be valid until ~~October 31, 2025, or October 31, 2027, if the two-year extension is granted.~~ The Term shall consist of calendar years, but the Lease for the boat(s) at the Marina is only for so much of each such calendar year that the Marina is open for boating, i.e., the boat(s) must be removed from the Marina for the winter off-season as established by the Marina Manager. Nothing in this Agreement should be construed to imply this Agreement will be renewed upon the end of the term. The Village reserves the right to not renew, renew, or modify the Agreement prior to offering a new Agreement.

4. Termination of Lease. Notwithstanding the terms set forth in this Agreement the Committee may terminate any Lease for cause, at any time without liability for the remainder of any term on not less than thirty (30) calendar days' notice to the Lessee.

5. Lessee Early Termination. If a new rate or time of payment is made by the Committee, the Lessee shall have until January 31 of the year immediately following the date the new rate has been established to notify the Village of the Lessee's election not to continue this Lease for the remainder of the term. The Lessee will be responsible for contacting the Village after the deadline

to obtain notice of any changes. Failure of the Lessee to notify the Village in a manner such that the Village receives the notice by January 31 shall be the Lessee's agreement to continue this Lease and pay the new rate at such new time or times until the Lease is terminated by the Village. In addition, the Lessee may request that the Committee consider early termination at any time, which the Committee may grant or deny at its discretion.

6. Release, Indemnification and Required Insurance. The Lessee releases, waives and discharges the Village from any and all liability by reason of this Lease, including any use or occupancy of the Marina and services, and covenants never to bring any suit or action at law or in equity against the Village related thereto. Lessee further agrees to indemnify the Village from and against any claims, demands, or costs (including attorneys' fees), or Judgments arising from his/her/their utilization of the Marina, whether incidents occur in the Marina or elsewhere. Moreover, the Lessee shall have in place and furnish to the Village prior to placing the boat(s) or any other property on or in the Marina, or any use or occupancy of the Marina for any calendar year, proof of insurance for that year as required on the attached Sister Bay Marina Contractor Insurance Requirements (the "Insurance") (as may be amended by the Village or Committee from time to time by the deadline, with the Lessee having the same rights and responsibilities with respect to early termination by January 31 as indicated above), with respect to insurance.

7. Marina Procedures and Usage. Lessee agrees to comply with all Marina Procedure and Usage Rules at all times except as modified by this Agreement. By signing this document the Lessee signifies that he/she/they have received, agrees with, will obey, and understands the Sister Bay Marina Procedure and Usage Rules (attached hereto and incorporated by reference).

8. Annual Report. In addition to all other requirements, the Lessee shall prepare and submit to the Village to be received no later than November 1 of each calendar year during this Lease, a report on the Lessee's operations for that calendar year prior to November 1 of that calendar year (the "Annual Report"). The Annual Report shall include, at a minimum, economic impact, if known; demographic information that can be used for marketing purposes; a detailed log of the number of boat trips and customer counts on those trips; and any issues the Lessee may seek the Village to be aware of or have any desire for the Village to address.

9. Effective Change of Ownership. The words "Effective Change of Ownership" shall mean any cumulative change of fifty percent (50%) or more of the ownership of the Lessee, or any change in the authority of any individual that signs the Lease on behalf of the Lessee. Within ten (10) days after any effective change in ownership, the Lessee shall notify the Village in writing with a notice specifying the changes in the Marina Commercial Vendor Lease Attachment. The Committee may terminate the Lease at any time after an effective change of ownership by giving not less than thirty (30) calendar days advance written notice of the termination to the Lessee. This Lease is not assignable.

10. Breach or Default. In the event of any breach or default in making any monetary payment to be made to the Village, including payments required under this Section for breach or default, or any other payment such as the rate under the Lease, interest will be charged on all accounts not paid when due at a rate of ten percent (10%) per month, or the maximum rate allowed by law, whichever is greater. In the event the Lessee fails to pay all amounts which become due under the Agreement and the Village refers such matter to an attorney or collection agency, the Lessee

1 agrees to pay, in addition to the amounts due, as well as any and all costs incurred by the Village
2 as a result of such action, including attorney fees.

3 11. Guarantee. The Lessee, including any individual signing this Lease, notwithstanding signature
4 in a capacity as an agent or other fiduciary, personally guarantees all obligations of the Lessee
5 whether under this Lease or otherwise.

6 12. Boat and Slip Location. The Lessee shall only conduct his/her/their operations on the boat(s)
7 located at the slips assigned by the Village. All related equipment necessary to provide the Lessee's
8 services shall be stored in such locations as are approved by the Marina Manager. The only boat(s)
9 authorized at the assigned dock are those boat(s) enumerated in the Marina Commercial Vendor
10 Lessee Attachment; the Lessee shall not allow other boat(s) not covered by this Agreement to tie
11 up to the dock or to boat(s) authorized to use the dock.

12 13. Dock Modification or Repair. No dock modifications may be made by the Lessee to any of
13 the assigned slip(s) without prior approval of the Marina Manager. The Marina Manager will
14 determine if the modification is appropriate, what materials may be used, and who is to perform
15 the modification. The Marina is responsible for general maintenance of slips. Any repairs required
16 beyond normal wear and tear to the assigned slip(s) will be at the expense of the Lessee. (The
17 Marina Manager reserves the right to determine what is beyond normal wear and tear.)

18 14. Commercial Concession Building Usage. The Lessee is hereby granted permission to operate a
19 concession office inside the Village owned concession building. The Lessee shall share the
20 concession office space with the other Lessees granted leases by the Village. No modifications shall
21 be made to the interior or exterior of the building without the Village's written permission. All
22 existing Lessee signage on the building shall be reviewed for approval. No signage on the building
23 or Village property is allowed without first obtaining a Village Sign Permit(s); the Lessee is obligated
24 to comply with all Zoning Code requirements applicable to the sign. Any cost for telephone service
25 shall be paid by the Lessee. If at any time air conditioning or electric heat is added to the building
26 the different Lessee's operating from the building shall become responsible for the electric bill.

27 15. Vehicle Parking. The Lessee agrees that he/she/they and their employees, shall not park any
28 personal vehicle(s), commercial vehicle(s) or truck(s) used in the course of their business on either
29 side of N. Bay Shore Drive between Scandia Drive and Mill Road at any time, nor in any public
30 parking lot assigned to the Post Office or Waterfront Park.

31 16. Trash and Recycling. The Lessee agrees to maintain the area around the assigned slip(s),
32 grounds and concession building in a clean and neat manner at all times. The Lessee agrees to
33 collect and deposit all trash and waste in the dumpster next to the Marina Building. The Lessee
34 agrees to recycle to the extent possible and to deposit all recyclables in the appropriate dumpster
35 next to the Marina Building. Lessee understands it is not the responsibility of Marina Staff to
36 dispose of bags of trash or recyclables generated by the Lessee or his/her/their guests. The Lessee
37 also agrees to conduct his/her/their business consistent with the Wisconsin Department of Natural
38 Resources "Clean Marina" guidelines.

39 17. Customer Information. The Lessee agrees to provide the Village with copies of all sales,
40 promotion, and/or instructional materials associated with the operation of his/her/their business
41 that are provided to individuals renting or purchasing services from the Lessee. Said informational

material shall make it clear that tickets and information is not available at the Marina Building, and, all inquiries are to be made at the Commercial Concession Building.

18. Restrooms. All promotional materials, information shared by Lessee employees, and any signage shall indicate Lessee's guests are to use the restrooms on the Lessee's boat(s) or at the Village Hall, and not utilize the restrooms at the Marina Building.

19. Licenses and Permits. The Lessee agrees that each employee operating a boat(s) shall be properly licensed or certified by the United States Coast Guard. Copies of those licenses and or permits shall be available for inspection at the Commercial Concession Building. The Lessee agrees that each boat(s) as listed shall be properly licensed and certified as required by the United States Coast Guard. Copies of those licenses or certifications shall be available for inspection at the Commercial Concession Building.

20. Scope of Business Activities. While operating in the concession stand or within the Marina the Lessee shall not engage in any business or reservation activities for boat(s) located at or operating out of any other marinas or locations. Reservations, rentals, charters, sales or other business related activities shall be for the boat(s) covered by this agreement.

21. Surface Water Protection. To protect the waters of Sister Bay and users thereof, including the fish and fauna, fueling operations shall be monitored. Specifically,

- i. All fuel shall be stored in locked non-flammable cabinets;
- ii. The Lessee shall work with the Marina Manager on the design and location of the cabinets. The acquisition of materials and the mounting of the cabinets shall be at the Lessee's expense. Should the Lessee's contract not be renewed, or should this Agreement be terminated, the Lessee shall remove the cabinets, at his expense, and repair any damages to the dock, at his expense, within fourteen (14) days of the termination, unless a separate agreement is made in writing with the Marina Manager.
- iii. No cabinet shall obstruct pedestrian traffic;
- iv. The Lessee shall maintain on-site spill containment equipment;
- v. All of the Lessee's employees shall be trained on how to use the containment equipment;
- vi. Fire suppression equipment shall be maintained onsite daily;
- vii. All employees shall be trained on how to use the fire suppression equipment;
- viii. There shall be automatic shut off nozzles on the fueling apparatus and nozzles shall not have latches that have the ability to automatically stay on while fueling;
- ix. All marketing materials shall indicate there is no smoking on the dock, and a sign shall be posted on the storage cabinet alerting the public that fuel is on site and no smoking is allowed;
- x. The Lessee is encouraged to work jointly with other Lessee's to ensure people do not smoke near the containment cabinets or equipment;
- xi. Prior to opening for business each season, the Lessee shall meet with the Marina Manager and develop an emergency management and response policy agreeable by both the Lessee and the Marina Manager. Failure to meet annually shall deem the previous year's policy in effect until further notice.

1 **IN WITNESS WHEREOF**, the undersigned has executed this Lease on the dates set forth opposite
 2 his/her/their signature(s).

3
 4 **LESSEE:** Sister Bay Boat Rentals, LLC (Individually and on behalf of Commercial Vendor)

5 Date signed: _____

6 (Signature) _____

7 Print Name __Thor Johnson_____

8 Title ____Owner _____

9
 10 **VILLAGE:** (Approved on Behalf of the Village of Sister Bay)

11 Date signed: _____

12
 13 (Signature) _____

14 Nate Bell

15 Village President

16
 17 (Signature) _____

18 Dave Lienau

19 Marina Manager

20
 21 Assigned Slip Number(s): __D101, D102, E28, E29, E30_____

22 (Be advised the Village is trying to relocate another Lessee so the Lessee party to this Agreement has
 23 more space. If successful, and the Marina Manager assigns a new slip(s) number(s), this Agreement will
 24 remain valid and the new slip numbers will supersede those written in this Agreement.)

VILLAGE OF SISTER BAY

MARINA COMMERCIAL VENDOR LESSEE ATTACHMENT

COMMERCIAL VENDOR: Thor Johnson

Business Name: Sister Bay Boat Rentals LLC

Website: DoorCountyBoats.com

Address: PO Box 775, Sister Bay, WI 54234

Cell Phone (920) 421-2352

Email: thorjohnson9@yahoo.com

Authorized Commercial Vendor Contact Person (if different from above): _____

Address (if different from Commercial Vendor): _____

Telephone Number(s): _____

Email: _____

DESCRIPTION OF APPROVED COMMERCIAL VENDOR SERVICES:

Johnson is authorized to operate boat rentals as follows: six (6) jet skis and twelve (12) boats (9 tritoons and 3 speedboats). It is understood the sixth jet ski is not rented, but is onsite for business use. All boats are to be back in the marina by sunset.

(Be advised the Village is aware the Lessee often exchanges boats owned by the Lessee with other boats owned by the Lessee and therefore the below list may not always be accurate. The intent of this description is to have knowledge of the number of boats and occupants at any one given time possibly utilizing the marina and Lessee's services. The Village agrees boats can be interchanged upon approval of the Marina Manager who shall determine the number of boats and potential occupants are adequate for the infrastructure and slip(s) being leased.)

BOAT: (attach sheet(s) if necessary):

Name/Description/Identification Number: *(Boat ID Numbers to be provided to the Marina Manager prior to renting them to the public)*

Jet Ski No. 1: _Yamaha VX_____

Jet Ski No. 2: _Yamaha VX_____

Jet Ski No. 3: __Yamaha VX_____

Jet Ski No. 4: __Yamaha VX_____

Jet Ski No. 5: __Yamaha VX_____

Jet Ski No. 6: __Yamaha VX_____

21' Sport Tritoon 1: _212 Tritoon_____

21' Sport Tritoon 2: __212 Tritoon_____

- 1 23' Island Breeze Tritoon 1: _ Landau 232 Tritoon_____
- 2 23' Island Breeze Tritoon 2: _ Landau 232 Tritoon_____
- 3 23' Island Breeze Tritoon 3: _ Landau 232 Tritoon_____
- 4 25' Party Barge No. 1: __ Landau 252 Tritoon_____
- 5 25' Party Barge No. 2: __ Landau 252 Tritoon_____
- 6 25' Party Barge No. 3: ____ Landau 252 Tritoon_____
- 7 25' Party Barge No. 4: ____ Landau 252 Tritoon_____
- 8 21' Suncoast Wakeboard: _Chaparral 210 Suncoast_____
- 9 23' Suncoast Wakeboard: __ Chaparral 230 Suncoast_____
- 10 22' Monterey Open Bow: __ Monterey M225_____
- 11 Boat Ownership, if different from Lessee (Include name(s), address(es), or other indication of ownership
- 12 (use additional space if needed): (Owned by the LLC)
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**SISTER BAY MARINA COMMERCIAL VENDOR
INSURANCE REQUIREMENTS**

Unless otherwise specified in this Agreement, the Commercial Vendor "Vendor" shall maintain in effect at all times during the performance of the services as described in the Commercial Vendor Agreement, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

- A. Worker's Compensation, Jones Act, and Employers Liability Insurance – Not Required**
- B. Boat Liability Insurance –** Proof of insurance is required prior to May 1 of each year.
- C. Automobile Liability Insurance -** The Vendor shall provide evidence that their vehicles meet the minimum required automobile liability insurance for the State of Wisconsin. No automobile insurance liability coverage is required if the Vendor's vehicles and service trucks never drive on Marina or Waterfront Park property, which would include parking lots, sidewalks and docks. Proof of insurance required prior to May 1 of each year.
- D. Commercial General Liability Insurance -** The Vendor shall maintain limits no less than Two Million dollars (\$2,000,000) per occurrence for their premise and their operations at the Village Marina. The Village shall be named as an insured on the Lessee's Certificate of Liability Insurance.

The Vendor shall have and maintain insurance coverage as specified above which shall be in full force and effect during such time as their boat(s) are located in the Sister Bay Marina or they are operating out of the Concession Building.

The Vendor shall provide the Village with a certificate of insurance with the Village of Sister Bay named as an additional insured under such insurance contract.



SISTER BAY MARINA PROCEDURES AND USAGE RULES

In an effort to provide an inviting atmosphere for all boat owners docking at the Sister Bay Marina, the following rules and regulations are provided for your protection. Your cooperation is greatly appreciated.

DOCKAGE/SLIP FEES: Dockage fees are payable in full prior to occupancy in accordance with the payment schedule set forth by the Marina. The Marina reserves the right to haul and store at the Owner's expense any Vessel which occupies a slip prior to the full payment of dockage charges. The Village reserves the right to assign boat slips and dock ties. Vessels assigned a slip will appropriately fit the slip assigned inclusive of all attachments fore and aft. Vessels over or under may be considered non-compliant and may result in a slip move, additional fees, at the discretion of the marina manager.

ADEQUACY OF WATER LEVELS: The Owner acknowledges that the Marina makes no representations regarding the adequacy of water for ingress/egress. The Owner agrees not to hold the Marina responsible for any damage resulting from low water levels.

SPACE AVAILABILITY: The Marina reserves the right to temporarily or permanently move a Vessel to a comparable dockage space other than that space initially assigned to the Vessel without notice to the Owner for reasons of safety or security of the Marina property or the Vessel and surrounding vessels or for any other reason which the Marina, in its sole opinion, determines reasonable justification to move the Vessel.

TRANSIENT USE: The Owner agrees to notify the Marina if it intends to vacate the Slip overnight or for longer during the duration of their reservation. The Marina shall then have the right to place another vessel or vessels in the Slip for the period of time the Owner's Vessel is away without allowance of any kind to the Owner. Should the Vessel return early, the Marina will make every attempt to place the Owner's Vessel in a suitable place until the Slip becomes available. All lessees will be responsible for the safe and proper mooring of their boats. Boats breaking their moorings may be removed at the expense of the owner. Please check your line inventory, etc. before docking. The break wall and all floating and fixed piers are considered public walkways and should remain free of gear, chairs, tables, bicycles, inflatables and similar items for patron safety and access. Likewise, shore power cords and water hoses should not create a trip hazard. No attachments can be made to the break wall, floating and fixed piers without the approval of the marina manager.

SEVERE WEATHER: Because no marine facility can guarantee safety in severe weather conditions, the Owner agrees to hold the Marina harmless for any damage to the Vessel resulting from severe weather or Acts of God. Upon notice from the Marina, the Owner must remove the Vessel from the Marina in a timely manner or instruct the Marina to haul it at the Owner's expense if the Marina is able to do so. Should the Owner be unwilling or unable to remove the Vessel from the Marina, the Owner will be held responsible for all damage to and caused by the Vessel. Because the Marina has limited ability to safeguard its property and that of its customers under such conditions, the Owner agrees not to hold the Marina liable for any storm related damage to a Vessel on the Marina property.

1 SPEED LIMIT: The speed limit in the harbor, when approaching or leaving will be DEAD SLOW.

2
3 FUELING: For safety and pollution prevention reasons - Fueling is strictly prohibited! Owners, their
4 representatives and/or guests may not fill fuel tanks from portable containers at any time while on
5 Marina property.

6
7 CHILDREN: Young children shall be accompanied by an adult at all times and the Marina recommends that
8 all non-swimmers wear lifejackets near the water.

9
10 PETS: Pets must be kept on a short lead at all times. Owners must clean up after their pets. Any pets
11 found to be a nuisance to other Marina customers may be required to leave the property at the Marina
12 Manager's discretion.

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16 hours between 10:00 PM to 7:00 AM. Unbecoming or disorderly conduct, including public intoxication,
17 abusive language, or physical threats or altercations directed at any other person will not be tolerated and
18 are cause for immediate expulsion from the Marina.

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21 Vehicles parked longer than the limits noted on parking signs, including the temporary loading spaces on
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23 rule at all times as improperly parked vehicles may be removed at the owner's expense or may be
24 ticketed.

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27 not leave garbage on the docks or in the small cans on the Marina grounds. The dumpsters may only be
28 used for disposal of refuse generated at the Marina. Recycling is encouraged throughout the entire
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30 recycling whenever possible.

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34 Marina shall be entitled to require that Owner insert a dye tablet in the Vessel's holding tank. Owner shall
35 not store, release or permit to be released, by action or inaction, any hazardous waste or environmentally
36 objectionable substances, including oil, gasoline or untreated sewage ("Hazardous Substances") into the
37 water or lands of the Marina. Owner hereby indemnifies, defends and saves Marina harmless from all
38 liabilities, claims, losses, expenses and obligations arising from the use, storage or placement of any
39 Hazardous Substances upon the Slip or the Marina (if brought, placed thereon, or released by Owner, its
40 agents, employees, contractors, or invitees), which obligations shall survive the expiration or termination
41 of this Agreement. Owner shall be responsible for immediately reporting and cleaning up any such
42 release. Owner shall immediately report any release to the appropriate government authorities and to
43 the Marina manager and shall keep Marina informed on a daily basis of Owner's actions with respect to
44 any clean up. If Marina is not satisfied, at Marina's sole discretion, with Owner's actions in reporting and
45 cleaning up a release, Marina may take any action it deems appropriate regarding the release, at Owner's
46 expense.

USE OF ELECTRICITY: Outlets are provided throughout the Marina for customer use. In some cases, use of electricity will be subject to charge by the Marina. Burned out or otherwise damaged receptacles will be repaired by the Marina staff and charged to the Owner. Voltage regulation and surge protection shall be the sole responsibility of the Owner. All shore power, adapters and electrical plugs must be equipped with acceptable ground weather proofing in accordance with Article 555 of the National Code. In 220 volt, 50 amp systems, the neutral leg does not constitute a ground leg.

END OF SEASON: Transient slips must be vacated by October 16th, unless otherwise prearranged. All boats must be removed from the Marina by October 24th, or they may be forcibly removed at the owner's expense. (Enforcement of this rule allows for timely and orderly winterization of the Marina.) Your boat must be removed from the Marina by October 24th, or you will be charged the out of season dockage fee of \$2.00 per foot of boat per day.

OTHER GENERAL RULES: The Owner agrees to be bound by the following additional rules while occupying the Slip at the Marina. Swimming is not allowed from the Marina docks. There shall be no fish or dinghy cleaning on the docks of the Marina. Open flames are only allowed in designated grilling areas. Absolutely no open flames are allowed water-ward of the shoreline. No carpeting or other accessories may be attached to the docks of the Marina in any way without the prior approval of Marina management. The number of people staying overnight on a Vessel at the Marina shall be no greater than the number of permanent berths on the Vessel. BOTTOM CLEANING: In compliance with State environmental regulations, in-water bottom cleaning is not permitted at the Marina. DINGHIES: Tenders are not to be tied up alongside Vessels while in the Slip. Dinghies left in unoccupied slips for which the Owner does not hold a rental contract will be hauled at the Owner's expense and liability.

RECREATION AREAS: All people using the recreation areas must comply with posted rules at all times. Skateboarding and/or rollerblading will not be allowed on the docks or Marina grounds.

CONDUCT: All persons using the Sister Bay Marina must conduct themselves with discretion and be considerate of their neighbors. NO EXCESSIVE DISTURBANCES OF ANY SORT WILL BE ALLOWED BETWEEN 10:00 P.M. AND 7:00 A.M. Any individual(s) behaving in a disruptive fashion at the Marina, or who is/are abusive to Marina employees, other boaters or citizens will initially be warned by the Marina Manager or staff that such activity is not permissible. If he/she/they fail to heed the warning, or if he/she/they have exhibited similar behavior in the past, the Manager does have the authority to permanently ban the individual(s) from the Marina. Any fees or lease amount paid to the Marina shall be forfeited at that time. All visitors, lessees and users of the Marina, Marina Park, other Village parks and property are required to comply with Chapter 38 of the Village code. Chapter 38 includes regulations related to: boating, park rules, dogs, alcoholic beverages, vehicles, littering, curfew, launching fees, fires, hunting and trapping. The complete regulations are available online at www.sisterbaymarina.com.



SISTER BAY MARINA
COMMERCIAL VENDOR AGREEMENT
2023-2025 (EXTENDED to 2027)

The undersigned, individually and on behalf of the Commercial Vendor (the "Lessee"), jointly and severally agree to enter into the following agreement with the Village of Sister Bay, a municipality located in Door County, Wisconsin, P.O. Box 769, Sister Bay, WI 54234 (the "Village").

RECITALS

A. The Village, through its Village Board in the exercise of its authority over the Village Marina (the "Marina"), has established a Marina Committee (the "Committee"), for certain matters relating to the Marina, including this Contract (the "Agreement"), in order to protect the health, safety and welfare of the public that in part includes benefit to the entire community by the stimulation of economic activity in the private sector and improving the quality of life and recreational opportunities by allowing anyone interested, access to the waters of Sister Bay.

B. The Committee has established requirements for the operation of the Marina, as set forth in this instrument and attachments, as may be changed from time to time during the term of this Agreement as set forth below (the "Requirements").

C. Lessee, jointly and severally, agrees to all requirements as may be changed from time to time, and executes this Lease in agreement with its provisions.

NOW, THEREFORE, on the later of both (i) the Lessee's execution of this Agreement with such Attachment, and (ii) the Committee's granting of this Lease, the following provisions shall be applicable to and are agreed to by the Lessee:

1. Identification of Village, Commercial Vendor, Boat and Commercial Vendor Services. The "Village" shall mean and include the Village and all of its organizational bodies, including the Village Board and Committees, as well as all of the Village employees and agents. In this Agreement the term "vessel" and "boat" are used interchangeably and herein referred to as "boat(s)". The Lessee, the boat(s), and Lessee services are as set forth on the attachments hereto, and, more specifically, those attachments shall set forth:

- a. The legal name or names, in the event of a partnership, and mailing address of the Lessee for the purposes of any notice;
- b. The name of the boat(s), if any, for which this Lease is obtained along with a description of the boat(s) (manufacturer, length, and other identifying description), as well as State and Federal identifying numbers, including the state of registration or licensing as applicable (hereinafter, the "Boat"); and,
- c. A description of services the Lessee will provide, in as much detail as may be required by the Committee.

2. Rates and Time of Payment. Please note that boat(s) with the ability to serve a high number of guests per day may be asked to pay a higher pump-out rate than other Lessees so as to cover the costs of sewage disposal. The rate for the first year of this Lease shall be the amount established by the Committee (the rate for 2023 is \$18,501.06, including tax). **Effective 2026 the rate increases by \$3985.60.** The Lessee shall pay for space furnished by the Village of Sister Bay in accord with the rates established by the Committee within 30 days of the date of invoice. The Village will provide the Lessee with two payment options.

1. Option 1 – Lessee will pay in full on or before May 1st of the season year. The Lessee will receive a 2 percent (2%) discount for selecting Option 1.

2. Option 2 – Lessee will pay the first half of the total amount due, as invoiced on or before May 1 of the season year, and the remainder of the invoice must be paid on or before August 1 of the season year. (The rate is the amount established by the Committee prior to the date the Village offers the Agreement to the Lessee; subsequent annual rates shall be set no later than December 31 of the year immediately preceding each calendar year during the term of the Lease or the rate shall default to the original rate offered in the Agreement.)

The Lessee shall negotiate a convenience fee with the adjacent Lessee who, as a courtesy, moves their boats so the Lessee subject to this Agreement can more readily access the dock slip assigned to him. Be advised the Village will not be party to the negotiations unless a convenience fee cannot be established or is not paid. If an arrangement cannot be made that is satisfactory to both parties, at that time the Marina Committee will intervene and establish a convenience fee.

3. Term. The term of this Lease is three (3) years, with an optional two (2) year extension if there have not been documented violations of the Agreement that have been presented to the Lessee, in writing, and not cured within a reasonable timeframe established by the Marina Manager. This Agreement shall commence as of the commencement date and shall be valid until ~~October 31, 2025, or October 31, 2027, if the two-year extension is granted.~~ The Term shall consist of calendar years, but the Lease for the boat(s) at the Marina is only for so much of each such calendar year that the Marina is open for boating, i.e., the boat(s) must be removed from the Marina for the winter off-season as established by the Marina Manager. Nothing in this Agreement should be construed to imply this Agreement will be renewed upon the end of the term. The Village reserves the right to not renew, renew, or modify the Agreement prior to offering a new Agreement.

4. Termination of Lease. Notwithstanding the terms set forth in this Agreement the Committee may terminate any Lease for cause, at any time without liability for the remainder of any term on not less than thirty (30) calendar days' notice to the Lessee.

5. Lessee Early Termination. If a new rate or time of payment is made by the Committee, the Lessee shall have until January 31 of the year immediately following the date the new rate has been established to notify the Village of the Lessee's election not to continue this Lease for the remainder of the term. The Lessee will be responsible for contacting the Village after the deadline to obtain notice of any changes. Failure of the Lessee to notify the Village in a manner such that

the Village receives the notice by January 31 shall be the Lessee's agreement to continue this Lease and pay the new rate at such new time or times until the Lease is terminated by the Village. In addition, the Lessee may request that the Committee consider early termination at any time, which the Committee may grant or deny at its discretion.

6. Release, Indemnification and Required Insurance. The Lessee releases, waives and discharges the Village from any and all liability by reason of this Lease, including any use or occupancy of the Marina and services, and covenants never to bring any suit or action at law or in equity against the Village related thereto. Lessee further agrees to indemnify the Village from and against any claims, demands, or costs (including attorneys' fees), or Judgments arising from his/her/their utilization of the Marina, whether incidents occur in the Marina or elsewhere. Moreover, the Lessee shall have in place and furnish to the Village prior to placing the boat(s) or any other property on or in the Marina, or any use or occupancy of the Marina for any calendar year, proof of insurance for that year as required on the attached Sister Bay Marina Contractor Insurance Requirements (the "Insurance") (as may be amended by the Village or Committee from time to time by the deadline, with the Lessee having the same rights and responsibilities with respect to early termination by January 31 as indicated above), with respect to insurance.

7. Marina Procedures and Usage. Lessee agrees to comply with all Marina Procedure and Usage Rules at all times except as modified by this Agreement. By signing this document the Lessee signifies that he/she/they have received, agrees with, will obey, and understands the Sister Bay Marina Procedure and Usage Rules (attached hereto and incorporated by reference).

8. Annual Report. In addition to all other requirements, the Lessee shall prepare and submit to the Village to be received no later than November 1 of each calendar year during this Lease, a report on the Lessee's operations for that calendar year prior to November 1 of that calendar year (the "Annual Report"). The Annual Report shall include, at a minimum, economic impact, if known; demographic information that can be used for marketing purposes; a detailed log of the number of boat trips and customer counts on those trips; and any issues the Lessee may seek the Village to be aware of or have any desire for the Village to address.

9. Effective Change of Ownership. The words "Effective Change of Ownership" shall mean any cumulative change of fifty percent (50%) or more of the ownership of the Lessee, or any change in the authority of any individual that signs the Lease on behalf of the Lessee. Within ten (10) days after any effective change in ownership, the Lessee shall notify the Village in writing with a notice specifying the changes in the Marina Commercial Vendor Lease Attachment. The Committee may terminate the Lease at any time after an effective change of ownership by giving not less than thirty (30) calendar days advance written notice of the termination to the Lessee. This Lease is not assignable.

10. Breach or Default. In the event of any breach or default in making any monetary payment to be made to the Village, including payments required under this Section for breach or default, or any other payment such as the rate under the Lease, interest will be charged on all accounts not paid when due at a rate of ten percent (10%) per month, or the maximum rate allowed by law, whichever is greater. In the event the Lessee fails to pay all amounts which become due under the Agreement and the Village refers such matter to an attorney or collection agency, the Lessee

1 agrees to pay, in addition to the amounts due, as well as any and all costs incurred by the Village
2 as a result of such action, including attorney fees.

3 11. Guarantee. The Lessee, including any individual signing this Lease, notwithstanding signature
4 in a capacity as an agent or other fiduciary, personally guarantees all obligations of the Lessee
5 whether under this Lease or otherwise.

6 12. Boat and Slip Location. The Lessee shall only conduct his/her/their operations on the boat(s)
7 located at the slips assigned by the Village. All related equipment necessary to provide the Lessee's
8 services shall be stored in such locations as are approved by the Marina Manager. The only boat(s)
9 authorized at the assigned dock are those boat(s) enumerated in the Marina Commercial Vendor
10 Lessee Attachment; the Lessee shall not allow other boat(s) not covered by this Agreement to tie
11 up to the dock or to boat(s) authorized to use the dock.

12 13. Dock Modification or Repair. No dock modifications may be made by the Lessee to any of
13 the assigned slip(s) without prior approval of the Marina Manager. The Marina Manager will
14 determine if the modification is appropriate, what materials may be used, and who is to perform
15 the modification. The Marina is responsible for general maintenance of slips. Any repairs required
16 beyond normal wear and tear to the assigned slip(s) will be at the expense of the Lessee. (The
17 Marina Manager reserves the right to determine what is beyond normal wear and tear.)

18 14. Commercial Concession Building Usage. The Lessee is hereby granted permission to operate a
19 concession office inside the Village owned concession building. The Lessee shall share the
20 concession office space with the other Lessees granted leases by the Village. No modifications shall
21 be made to the interior or exterior of the building without the Village's written permission. All
22 existing Lessee signage on the building shall be reviewed for approval. No signage on the building
23 or Village property is allowed without first obtaining a Village Sign Permit(s); the Lessee is obligated
24 to comply with all Zoning Code requirements applicable to the sign. Any cost for telephone service
25 shall be paid by the Lessee. If at any time air conditioning or electric heat is added to the building
26 the different Lessee's operating from the building shall become responsible for the electric bill.

27 15. Vehicle Parking. The Lessee agrees that he/she/they and their employees, shall not park any
28 personal vehicle(s), commercial vehicle(s) or truck(s) used in the course of their business on either
29 side of N. Bay Shore Drive between Scandia Drive and Mill Road at any time, nor in any public
30 parking lot assigned to the Post Office or Waterfront Park.

31 16. Trash and Recycling. The Lessee agrees to maintain the area around the assigned slip(s),
32 grounds and concession building in a clean and neat manner at all times. The Lessee agrees to
33 collect and deposit all trash and waste in the dumpster next to the Marina Building. The Lessee
34 agrees to recycle to the extent possible and to deposit all recyclables in the appropriate dumpster
35 next to the Marina Building. Lessee understands it is not the responsibility of Marina Staff to
36 dispose of bags of trash or recyclables generated by the Lessee or his/her/their guests. The Lessee
37 also agrees to conduct his/her/their business consistent with the Wisconsin Department of Natural
38 Resources "Clean Marina" guidelines.

39 17. Customer Information. The Lessee agrees to provide the Village with copies of all sales,
40 promotion, and/or instructional materials associated with the operation of his/her/their business
41 that are provided to individuals renting or purchasing services from the Lessee. Said informational

material shall make it clear that tickets and information is not available at the Marina Building, and, all inquiries are to be made at the Commercial Concession Building.

18. Restrooms. All promotional materials, information shared by Lessee employees, and any signage shall indicate Lessee's guests are to use the restrooms on the Lessee's boat(s) or at the Village Hall, and not utilize the restrooms at the Marina Building.

19. Licenses and Permits. The Lessee agrees that each employee operating a boat(s) shall be properly licensed or certified by the United States Coast Guard. Copies of those licenses and or permits shall be available for inspection at the Commercial Concession Building. The Lessee agrees that each boat(s) as listed shall be properly licensed and certified as required by the United States Coast Guard. Copies of those licenses or certifications shall be available for inspection at the Commercial Concession Building.

20. Scope of Business Activities. While operating in the concession stand or within the Marina the Lessee shall not engage in any business or reservation activities for boat(s) located at or operating out of any other marinas or locations. Reservations, rentals, charters, sales or other business related activities shall be for the boat(s) covered by this agreement.

21. Boat Occupancy. The occupancy of the boat(s) tours, excluding staff, shall be limited as follows:

- i. No more than 15% of the trips shall have more than 76-100 persons
- ii. No more than 10% of the trips shall have 101 or more persons
- iii. In no case shall there be more than 125 people on a boat tour

22. Live Music and Crowd Noise. All live music and crowd noise shall be operated/managed in compliance with the Municipal Code, Chapter 30, *Nuisances*, and the Quiet Hours established for the Village's parks. Violations of the Village's nuisance regulations and Quiet Hours restrictions shall be deemed a breach of this contract.

23. The Lessee shall work with the Marina Manager to develop an area designated for guests to wait until they can access the boat. The cost of any materials required to designate the 'staging area' (barricades, signs, ropes, etc.) shall be paid by the Lessee, and the Lessee shall be responsible for ensuring the designated area is kept orderly. As guests purchase their ticket, they shall be directed to the waiting area.

1 **IN WITNESS WHEREOF**, the undersigned has executed this Lease on the dates set forth opposite
2 his/her/their signature(s).

3
4 **LESSEE:** Sister Bay Scenic Boat Tours (Individually and on behalf of Commercial Vendor)

5 Date signed: _____ Date signed: _____

6
7 (Signature) _____ (Signature) _____
8 Eric Lundquist, Owner _____ Print Name, Title _____

9
10 **VILLAGE:** (Approved on Behalf of the Village of Sister Bay)

11 Date signed: _____

12
13 (Signature) _____
14 Nate Bell
15 Village President

16
17 (Signature) _____
18 Dave Lienau
19 Marina Manager

20
21 Assigned Slip Number(s): ____D103, D104_____

VILLAGE OF SISTER BAY

MARINA COMMERCIAL VENDOR LESSEE ATTACHMENT

COMMERCIAL VENDOR: Eric Lundquist

Business Name: Sister Bay Scenic Boat Tours, LLC

Website: DoorCountyBoats.com

Address: 10735 Woodcrest Rd., Sister Bay, WI 54234

Cell Phone (920) 333-0217

Email: Elundquist2010@gmail.com & tours@doorcountyboats.com

Authorized Commercial Vendor Contact Person (if different from above): Additional contact is Nick Dokolas at 3502 Peppergrass Drive, Green Bay, WI 54311 Ph. (920) 376-1220 or (920) 421-4444

DESCRIPTION OF APPROVED COMMERCIAL VENDOR SERVICES:

Lundquist is authorized to operate the *Norra Dorr*, a 63' long double-decker catamaran for boat tour purposes, each tour to have a maximum capacity of 125 persons (excluding staff), maximum of four (4) trips daily, plus private charters and when public fireworks are displayed, evening fireworks cruises. Trip volumes are limited per the *Recitals* in the signed Commercial Vendor Agreement.

BOAT: (attach sheet(s) if necessary):

Name/Description: Norra Dorr, 63' custom double-deck catamaran

Identification Number: 1277169

Boat Ownership (Include name(s), address(es), or other indication of ownership: Eric Lundquist is the sole owner

SISTER BAY MARINA COMMERCIAL VENDOR

INSURANCE REQUIREMENTS

Unless otherwise specified in this Agreement, the Commercial Vendor "Vendor" shall maintain in effect at all times during the performance of the services as described in the Commercial Vendor Agreement, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

A. Worker's Compensation, Jones Act, and Employers Liability Insurance – Not Required

B. Boat Liability Insurance – Proof of insurance is required prior to May 1 of each year.

C. Automobile Liability Insurance - The Vendor shall provide evidence that their vehicles meet the minimum required automobile liability insurance for the State of Wisconsin. No automobile insurance liability coverage is required if the Vendor's vehicles and service trucks never drive on Marina or Waterfront Park property, which would include parking lots, sidewalks and docks. Proof of insurance required prior to May 1 of each year.

D. Commercial General Liability Insurance - The Vendor shall maintain limits no less than Two Million dollars (\$2,000,000) per occurrence for their premise and their operations at the Village Marina. The Village shall be named as an insured on the Lessee's Certificate of Liability Insurance.

The Vendor shall have and maintain insurance coverage as specified above which shall be in full force and effect during such time as their boat(s) are located in the Sister Bay Marina or they are operating out of the Concession Building.

The Vendor shall provide the Village with a certificate of insurance with the Village of Sister Bay named as an additional insured under such insurance contract.



SISTER BAY MARINA PROCEDURES AND USAGE RULES

In an effort to provide an inviting atmosphere for all boat owners docking at the Sister Bay Marina, the following rules and regulations are provided for your protection. Your cooperation is greatly appreciated.

DOCKAGE/SLIP FEES: Dockage fees are payable in full prior to occupancy in accordance with the payment schedule set forth by the Marina. The Marina reserves the right to haul and store at the Owner's expense any Vessel which occupies a slip prior to the full payment of dockage charges. The Village reserves the right to assign boat slips and dock ties. Vessels assigned a slip will appropriately fit the slip assigned inclusive of all attachments fore and aft. Vessels over or under may be considered non-compliant and may result in a slip move, additional fees, at the discretion of the marina manager.

ADEQUACY OF WATER LEVELS: The Owner acknowledges that the Marina makes no representations regarding the adequacy of water for ingress/egress. The Owner agrees not to hold the Marina responsible for any damage resulting from low water levels.

SPACE AVAILABILITY: The Marina reserves the right to temporarily or permanently move a Vessel to a comparable dockage space other than that space initially assigned to the Vessel without notice to the Owner for reasons of safety or security of the Marina property or the Vessel and surrounding vessels or for any other reason which the Marina, in its sole opinion, determines reasonable justification to move the Vessel.

TRANSIENT USE: The Owner agrees to notify the Marina if it intends to vacate the Slip overnight or for longer during the duration of their reservation. The Marina shall then have the right to place another vessel or vessels in the Slip for the period of time the Owner's Vessel is away without allowance of any kind to the Owner. Should the Vessel return early, the Marina will make every attempt to place the Owner's Vessel in a suitable place until the Slip becomes available. All lessees will be responsible for the safe and proper mooring of their boats. Boats breaking their moorings may be removed at the expense of the owner. Please check your line inventory, etc. before docking. The break wall and all floating and fixed piers are considered public walkways and should remain free of gear, chairs, tables, bicycles, inflatables and similar items for patron safety and access. Likewise, shore power cords and water hoses should not create a trip hazard. No attachments can be made to the break wall, floating and fixed piers without the approval of the marina manager.

SEVERE WEATHER: Because no marine facility can guarantee safety in severe weather conditions, the Owner agrees to hold the Marina harmless for any damage to the Vessel resulting from severe weather or Acts of God. Upon notice from the Marina, the Owner must remove the Vessel from the Marina in a timely manner or instruct the Marina to haul it at the Owner's expense if the Marina is able to do so. Should the Owner be unwilling or unable to remove the Vessel from the Marina, the Owner will be held responsible for all damage to and caused by the Vessel. Because the Marina has limited ability to safeguard its property and that of its customers under such conditions, the Owner agrees not to hold the Marina liable for any storm related damage to a Vessel on the Marina property.

1 SPEED LIMIT: The speed limit in the harbor, when approaching or leaving will be DEAD SLOW.

2
3 FUELING: For safety and pollution prevention reasons - Fueling is strictly prohibited! Owners, their
4 representatives and/or guests may not fill fuel tanks from portable containers at any time while on
5 Marina property.

6
7 CHILDREN: Young children shall be accompanied by an adult at all times and the Marina recommends that
8 all non-swimmers wear lifejackets near the water.

9
10 PETS: Pets must be kept on a short lead at all times. Owners must clean up after their pets. Any pets
11 found to be a nuisance to other Marina customers may be required to leave the property at the Marina
12 Manager's discretion.

13
14 QUIET ENJOYMENT: Owner shall not make or allow any disturbing noises in the Marina. No generators,
15 stereos, radios, televisions or parties are permitted outside the confines of interior cabin during quiet
16 hours between 10:00 PM to 7:00 AM. Unbecoming or disorderly conduct, including public intoxication,
17 abusive language, or physical threats or altercations directed at any other person will not be tolerated and
18 are cause for immediate expulsion from the Marina.

19
20 VEHICLE PARKING: Vehicles found to be improperly parked may be towed at the vehicle Owner's expense.
21 Vehicles parked longer than the limits noted on parking signs, including the temporary loading spaces on
22 Bay Shore Drive, must be parked in the Village lots and not in the dock parking area. Please observe this
23 rule at all times as improperly parked vehicles may be removed at the owner's expense or may be
24 ticketed.

25
26 GARBAGE & RECYLING: Garbage dumpsters are located on the west side of the Marina Office. Please do
27 not leave garbage on the docks or in the small cans on the Marina grounds. The dumpsters may only be
28 used for disposal of refuse generated at the Marina. Recycling is encouraged throughout the entire
29 Village. Recycling containers will be provided for you. We ask that you help to protect the environment by
30 recycling whenever possible.

31
32 OVERBOARD DISCHARGE/HAZARDOUS MATERIALS: The Vessel must be equipped with a sewage holding
33 tank for all toilets, which tank shall not allow toilet wastes to be discharged into the water of the Marina.
34 Marina shall be entitled to require that Owner insert a dye tablet in the Vessel's holding tank. Owner shall
35 not store, release or permit to be released, by action or inaction, any hazardous waste or environmentally
36 objectionable substances, including oil, gasoline or untreated sewage ("Hazardous Substances") into the
37 water or lands of the Marina. Owner hereby indemnifies, defends and saves Marina harmless from all
38 liabilities, claims, losses, expenses and obligations arising from the use, storage or placement of any
39 Hazardous Substances upon the Slip or the Marina (if brought, placed thereon, or released by Owner, its
40 agents, employees, contractors, or invitees), which obligations shall survive the expiration or termination
41 of this Agreement. Owner shall be responsible for immediately reporting and cleaning up any such
42 release. Owner shall immediately report any release to the appropriate government authorities and to
43 the Marina manager and shall keep Marina informed on a daily basis of Owner's actions with respect to
44 any clean up. If Marina is not satisfied, at Marina's sole discretion, with Owner's actions in reporting and
45 cleaning up a release, Marina may take any action it deems appropriate regarding the release, at Owner's
46 expense.

USE OF ELECTRICITY: Outlets are provided throughout the Marina for customer use. In some cases, use of electricity will be subject to charge by the Marina. Burned out or otherwise damaged receptacles will be repaired by the Marina staff and charged to the Owner. Voltage regulation and surge protection shall be the sole responsibility of the Owner. All shore power, adapters and electrical plugs must be equipped with acceptable ground weather proofing in accordance with Article 555 of the National Code. In 220 volt, 50 amp systems, the neutral leg does not constitute a ground leg.

END OF SEASON: Transient slips must be vacated by October 16th, unless otherwise prearranged. All boats must be removed from the Marina by October 24th, or they may be forcibly removed at the owner's expense. (Enforcement of this rule allows for timely and orderly winterization of the Marina.) Your boat must be removed from the Marina by October 24th, or you will be charged the out of season dockage fee of \$2.00 per foot of boat per day.

OTHER GENERAL RULES: The Owner agrees to be bound by the following additional rules while occupying the Slip at the Marina. Swimming is not allowed from the Marina docks. There shall be no fish or dinghy cleaning on the docks of the Marina. Open flames are only allowed in designated grilling areas. Absolutely no open flames are allowed water-ward of the shoreline. No carpeting or other accessories may be attached to the docks of the Marina in any way without the prior approval of Marina management. The number of people staying overnight on a Vessel at the Marina shall be no greater than the number of permanent berths on the Vessel. BOTTOM CLEANING: In compliance with State environmental regulations, in-water bottom cleaning is not permitted at the Marina. DINGHIES: Tenders are not to be tied up alongside Vessels while in the Slip. Dinghies left in unoccupied slips for which the Owner does not hold a rental contract will be hauled at the Owner's expense and liability.

RECREATION AREAS: All people using the recreation areas must comply with posted rules at all times. Skateboarding and/or rollerblading will not be allowed on the docks or Marina grounds.

CONDUCT: All persons using the Sister Bay Marina must conduct themselves with discretion and be considerate of their neighbors. NO EXCESSIVE DISTURBANCES OF ANY SORT WILL BE ALLOWED BETWEEN 10:00 P.M. AND 7:00 A.M. Any individual(s) behaving in a disruptive fashion at the Marina, or who is/are abusive to Marina employees, other boaters or citizens will initially be warned by the Marina Manager or staff that such activity is not permissible. If he/she/they fail to heed the warning, or if he/she/they have exhibited similar behavior in the past, the Manager does have the authority to permanently ban the individual(s) from the Marina. Any fees or lease amount paid to the Marina shall be forfeited at that time. All visitors, lessees and users of the Marina, Marina Park, other Village parks and property are required to comply with Chapter 38 of the Village code. Chapter 38 includes regulations related to: boating, park rules, dogs, alcoholic beverages, vehicles, littering, curfew, launching fees, fires, hunting and trapping. The complete regulations are available online at www.sisterbaymarina.com.



SISTER BAY MARINA
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2023-2025 (EXTENDED to 2027)

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RECITALS

A. The Village, through its Village Board in the exercise of its authority over the Village Marina (the "Marina"), has established a Marina Committee (the "Committee"), for certain matters relating to the Marina, including this Contract (the "Agreement"), in order to protect the health, safety and welfare of the public that in part includes benefit to the entire community by the stimulation of economic activity in the private sector and improving the quality of life and recreational opportunities by allowing anyone interested, access to the waters of Sister Bay.

B. The Committee has established requirements for the operation of the Marina, as set forth in this instrument and attachments, as may be changed from time to time during the term of this Agreement as set forth below (the "Requirements").

C. Lessee, jointly and severally, agrees to all requirements as may be changed from time to time, and executes this Lease in agreement with its provisions.

NOW, THEREFORE, on the later of both (i) the Lessee's execution of this Agreement with such Attachment, and (ii) the Committee's granting of this Lease, the following provisions shall be applicable to and are agreed to by the Lessee:

1. Identification of Village, Commercial Vendor, Boat and Commercial Vendor Services. The "Village" shall mean and include the Village and all of its organizational bodies, including the Village Board and Committees, as well as all of the Village employees and agents. In this Agreement the term "vessel" and "boat" are used interchangeably and herein referred to as "boat(s)". The Lessee, the boat(s), and Lessee services are as set forth on the attachments hereto, and, more specifically, those attachments shall set forth:

- a. The legal name or names, in the event of a partnership, and mailing address of the Lessee for the purposes of any notice;
- b. The name of the boat(s), if any, for which this Lease is obtained along with a description of the boat(s) (manufacturer, length, and other identifying description), as well as State and Federal identifying numbers, including the state of registration or licensing as applicable (hereinafter, the "Boat"); and,
- c. A description of services the Lessee will provide, in as much detail as may be required by the Committee.

2. Rates and Time of Payment. Please note that boat(s) with the ability to serve a high number of guests per day may be asked to pay a higher pump-out rate than other Lessees so as to cover the costs of sewage disposal. The rate for the first year of this Lease shall be the amount established by the Committee (the rate for 2023 is \$25,543.40, including tax). The Lessee shall pay for space furnished by the Village of Sister Bay in accord with the rates established by the Committee within 30 days of the date of invoice. The Village will provide the Lessee with two payment options.

1. Option 1 – Lessee will pay in full on or before May 1st of the season year. The Lessee will receive a 2 percent (2%) discount for selecting Option 1.

2. Option 2 – Lessee will pay the first half of the total amount due, as invoiced on or before May 1 of the season year, and the remainder of the invoice must be paid on or before August 1 of the season year. (The rate is the amount established by the Committee prior to the date the Village offers the Agreement to the Lessee; subsequent annual rates shall be set no later than December 31 of the year immediately preceding each calendar year during the term of the Lease or the rate shall default to the original rate offered in the Agreement.)

3. Term. The term of this Lease is three (3) years, with an optional two (2) year extension if there have not been documented violations of the Agreement that have been presented to the Lessee, in writing, and not cured within a reasonable timeframe established by the Marina Manager. This Agreement shall commence as of the commencement date and shall be valid until ~~October 31, 2025, or October 31, 2027, if the two-year extension is granted.~~ The Term shall consist of calendar years, but the Lease for the boat(s) at the Marina is only for so much of each such calendar year that the Marina is open for boating, i.e., the boat(s) must be removed from the Marina for the winter off-season as established by the Marina Manager. Nothing in this Agreement should be construed to imply this Agreement will be renewed upon the end of the term. The Village reserves the right to not renew, renew, or modify the Agreement prior to offering a new Agreement.

4. Termination of Lease. Notwithstanding the terms set forth in this Agreement the Committee may terminate any Lease for cause, at any time without liability for the remainder of any term on not less than thirty (30) calendar days' notice to the Lessee.

5. Lessee Early Termination. If a new rate or time of payment is made by the Committee, the Lessee shall have until January 31 of the year immediately following the date the new rate has been established to notify the Village of the Lessee's election not to continue this Lease for the remainder of the term. The Lessee will be responsible for contacting the Village after the deadline to obtain notice of any changes. Failure of the Lessee to notify the Village in a manner such that the Village receives the notice by January 31 shall be the Lessee's agreement to continue this Lease and pay the new rate at such new time or times until the Lease is terminated by the Village. In addition, the Lessee may request that the Committee consider early termination at any time, which the Committee may grant or deny at its discretion.

6. Release, Indemnification and Required Insurance. The Lessee releases, waives and discharges the Village from any and all liability by reason of this Lease, including any use or

occupancy of the Marina and services, and covenants never to bring any suit or action at law or in equity against the Village related thereto. Lessee further agrees to indemnify the Village from and against any claims, demands, or costs (including attorneys' fees), or Judgments arising from his/her/their utilization of the Marina, whether incidents occur in the Marina or elsewhere. Moreover, the Lessee shall have in place and furnish to the Village prior to placing the boat(s) or any other property on or in the Marina, or any use or occupancy of the Marina for any calendar year, proof of insurance for that year as required on the attached Sister Bay Marina Contractor Insurance Requirements (the "Insurance") (as may be amended by the Village or Committee from time to time by the deadline, with the Lessee having the same rights and responsibilities with respect to early termination by January 31 as indicated above), with respect to insurance.

7. Marina Procedures and Usage. Lessee agrees to comply with all Marina Procedure and Usage Rules at all times except as modified by this Agreement. By signing this document the Lessee signifies that he/she/they have received, agrees with, will obey, and understands the Sister Bay Marina Procedure and Usage Rules (attached hereto and incorporated by reference).

8. Annual Report. In addition to all other requirements, the Lessee shall prepare and submit to the Village to be received no later than November 1 of each calendar year during this Lease, a report on the Lessee's operations for that calendar year prior to November 1 of that calendar year (the "Annual Report"). The Annual Report shall include, at a minimum, economic impact, if known; demographic information that can be used for marketing purposes; a detailed log of the number of boat trips and customer counts on those trips; and any issues the Lessee may seek the Village to be aware of or have any desire for the Village to address.

9. Effective Change of Ownership. The words "Effective Change of Ownership" shall mean any cumulative change of fifty percent (50%) or more of the ownership of the Lessee, or any change in the authority of any individual that signs the Lease on behalf of the Lessee. Within ten (10) days after any effective change in ownership, the Lessee shall notify the Village in writing with a notice specifying the changes in the Marina Commercial Vendor Lease Attachment. The Committee may terminate the Lease at any time after an effective change of ownership by giving not less than thirty (30) calendar days advance written notice of the termination to the Lessee. This Lease is not assignable.

10. Breach or Default. In the event of any breach or default in making any monetary payment to be made to the Village, including payments required under this Section for breach or default, or any other payment such as the rate under the Lease, interest will be charged on all accounts not paid when due at a rate of ten percent (10%) per month, or the maximum rate allowed by law, whichever is greater. In the event the Lessee fails to pay all amounts which become due under the Agreement and the Village refers such matter to an attorney or collection agency, the Lessee agrees to pay, in addition to the amounts due, as well as any and all costs incurred by the Village as a result of such action, including attorney fees.

11. Guarantee. The Lessee, including any individual signing this Lease, notwithstanding signature in a capacity as an agent or other fiduciary, personally guarantees all obligations of the Lessee whether under this Lease or otherwise.

12. Boat and Slip Location. The Lessee shall only conduct his/her/their operations on the boat(s) located at the slips assigned by the Village. All related equipment necessary to provide the Lessee's services shall be stored in such locations as are approved by the Marina Manager. The only boat(s) authorized at the assigned dock are those boat(s) enumerated in the Marina Commercial Vendor Lessee Attachment; the Lessee shall not allow other boat(s) not covered by this Agreement to tie up to the dock or to boat(s) authorized to use the dock.

13. Dock Modification or Repair. No dock modifications may be made by the Lessee to any of the assigned slip(s) without prior approval of the Marina Manager. The Marina Manager will determine if the modification is appropriate, what materials may be used, and who is to perform the modification. The Marina is responsible for general maintenance of slips. Any repairs required beyond normal wear and tear to the assigned slip(s) will be at the expense of the Lessee. (The Marina Manager reserves the right to determine what is beyond normal wear and tear.)

14. Commercial Concession Building Usage. The Lessee is hereby granted permission to operate a concession office inside the Village owned concession building. The Lessee shall share the concession office space with the other Lessees granted leases by the Village. No modifications shall be made to the interior or exterior of the building without the Village's written permission. All existing Lessee signage on the building shall be reviewed for approval. No signage on the building or Village property is allowed without first obtaining a Village Sign Permit(s); the Lessee is obligated to comply with all Zoning Code requirements applicable to the sign. Any cost for telephone service shall be paid by the Lessee. If at any time air conditioning or electric heat is added to the building the different Lessee's operating from the building shall become responsible for the electric bill.

15. Vehicle Parking. The Lessee agrees that he/she/they and their employees, shall not park any personal vehicle(s), commercial vehicle(s) or truck(s) used in the course of their business on either side of N. Bay Shore Drive between Scandia Drive and Mill Road at any time, nor in any public parking lot assigned to the Post Office or Waterfront Park.

16. Trash and Recycling. The Lessee agrees to maintain the area around the assigned slip(s), grounds and concession building in a clean and neat manner at all times. The Lessee agrees to collect and deposit all trash and waste in the dumpster next to the Marina Building. The Lessee agrees to recycle to the extent possible and to deposit all recyclables in the appropriate dumpster next to the Marina Building. Lessee understands it is not the responsibility of Marina Staff to dispose of bags of trash or recyclables generated by the Lessee or his/her/their guests. The Lessee also agrees to conduct his/her/their business consistent with the Wisconsin Department of Natural Resources "Clean Marina" guidelines.

17. Customer Information. The Lessee agrees to provide the Village with copies of all sales, promotion, and/or instructional materials associated with the operation of his/her/their business that are provided to individuals renting or purchasing services from the Lessee. Said informational material shall make it clear that tickets and information is not available at the Marina Building, and, all inquiries are to be made at the Commercial Concession Building.

18. Restrooms. All promotional materials, information shared by Lessee employees, and any signage shall indicate Lessee's guests are to use the restrooms on the Lessee's boat(s) or at the Village Hall, and not utilize the restrooms at the Marina Building.

1 19. Licenses and Permits. The Lessee agrees that each employee operating a boat(s) shall be
2 properly licensed or certified by the United States Coast Guard. Copies of those licenses and or
3 permits shall be available for inspection at the Commercial Concession Building. The Lessee agrees
4 that each boat(s) as listed shall be properly licensed and certified as required by the United States
5 Coast Guard. Copies of those licenses or certifications shall be available for inspection at the
6 Commercial Concession Building.

7 20. Scope of Business Activities. While operating in the concession stand or within the Marina
8 the Lessee shall not engage in any business or reservation activities for boat(s) located at or
9 operating out of any other marinas or locations. Reservations, rentals, charters, sales or other
10 business-related activities shall be for the boat(s) covered by this agreement.

11 21. Signage. All signage, including flags and sandwich board signs, must comply with the
12 Municipal Code, Ch. 66, *Zoning*. A violation of the sign regulations in Chapter 66 shall be deemed
13 a breach of this Agreement.

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20 *[Signature page to follow.]*
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1 **IN WITNESS WHEREOF**, the undersigned has executed this Lease on the dates set forth opposite
2 his/her/their signature(s).

3
4 **LESSEE:** The Boat House, formerly Beacon Marine, LLC (Individually and on behalf of Commercial Vendor)

5 Date signed: _____ Date signed: _____

6
7 (Signature) _____ (Signature) _____

8 Jim Matson, an owner authorized to sign Print Name _____

9 Title _____

10
11
12 **VILLAGE:** (Approved on Behalf of the Village of Sister Bay)

13 Date signed: _____

14
15 (Signature) _____

16 Nate Bell

17 Village President

18
19 (Signature) _____

20 Dave Lienau

21 Marina Manager

22
23 Assigned Slip Number(s): _____ E31, J12, J13 _____

24 (Be advised the slip numbers may change but the Marina Manager will let you know if there is a change; if
25 the Marina Manager assigns a new slip(s) number(s), this Agreement will remain valid and the new slip
26 numbers will supersede those written in this Agreement.)

1 **VILLAGE OF SISTER BAY**2 **MARINA COMMERCIAL VENDOR LESSEE ATTACHMENT**3 **COMMERCIAL VENDOR:** The Boat House

4 Business Name: The Boat House of Door County dba Lauderdale Lakes Marina LLC

6 Website: beaconmarinellc.com

7 Address: N7536 Sterlingworth Drive
8 Elkhorn, WI 53121

9 Business Ph. (920) 854-4521

10 Email: jim.matson@boathouseh20.com

11 Authorized Commercial Vendor Contact Person (if different from above): _____

12 Address (if different from Commercial Vendor): _____

13 Telephone Number(s): _____

14 Email: _____

16 **DESCRIPTION OF APPROVED COMMERCIAL VENDOR SERVICES:**17 Matson is authorized to display boats for sale in the water, and to allow demonstrations from said slip(s)
18 for purposes of marketing and selling the boat(s).19 **BOAT:** (attach sheet(s) if necessary): NA - varies20 Name/Description: Varies, but only allowed to sell boats in the possession of The Boat House; the sale of
21 privately owned boats is expressly prohibited.

SISTER BAY MARINA COMMERCIAL VENDOR

INSURANCE REQUIREMENTS

Unless otherwise specified in this Agreement, the Commercial Vendor "Vendor" shall maintain in effect at all times during the performance of the services as described in the Commercial Vendor Agreement, insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

A. Worker's Compensation, Jones Act, and Employers Liability Insurance – Not Required

B. Boat Liability Insurance – Proof of insurance is required prior to May 1 of each year.

C. Automobile Liability Insurance - The Vendor shall provide evidence that their vehicles meet the minimum required automobile liability insurance for the State of Wisconsin. No automobile insurance liability coverage is required if the Vendor's vehicles and service trucks never drive on Marina or Waterfront Park property, which would include parking lots, sidewalks and docks. Proof of insurance required prior to May 1 of each year.

D. Commercial General Liability Insurance - The Vendor shall maintain limits no less than Two Million dollars (\$2,000,000) per occurrence for their premise and their operations at the Village Marina. The Village shall be named as an insured on the Lessee's Certificate of Liability Insurance.

The Vendor shall have and maintain insurance coverage as specified above which shall be in full force and effect during such time as their boat(s) are located in the Sister Bay Marina or they are operating out of the Concession Building.

The Vendor shall provide the Village with a certificate of insurance with the Village of Sister Bay named as an additional insured under such insurance contract.



SISTER BAY MARINA PROCEDURES AND USAGE RULES

In an effort to provide an inviting atmosphere for all boat owners docking at the Sister Bay Marina, the following rules and regulations are provided for your protection. Your cooperation is greatly appreciated.

DOCKAGE/SLIP FEES: Dockage fees are payable in full prior to occupancy in accordance with the payment schedule set forth by the Marina. The Marina reserves the right to haul and store at the Owner's expense any Vessel which occupies a slip prior to the full payment of dockage charges. The Village reserves the right to assign boat slips and dock ties. Vessels assigned a slip will appropriately fit the slip assigned inclusive of all attachments fore and aft. Vessels over or under may be considered non-compliant and may result in a slip move, additional fees, at the discretion of the marina manager.

ADEQUACY OF WATER LEVELS: The Owner acknowledges that the Marina makes no representations regarding the adequacy of water for ingress/egress. The Owner agrees not to hold the Marina responsible for any damage resulting from low water levels.

SPACE AVAILABILITY: The Marina reserves the right to temporarily or permanently move a Vessel to a comparable dockage space other than that space initially assigned to the Vessel without notice to the Owner for reasons of safety or security of the Marina property or the Vessel and surrounding vessels or for any other reason which the Marina, in its sole opinion, determines reasonable justification to move the Vessel.

TRANSIENT USE: The Owner agrees to notify the Marina if it intends to vacate the Slip overnight or for longer during the duration of their reservation. The Marina shall then have the right to place another vessel or vessels in the Slip for the period of time the Owner's Vessel is away without allowance of any kind to the Owner. Should the Vessel return early, the Marina will make every attempt to place the Owner's Vessel in a suitable place until the Slip becomes available. All lessees will be responsible for the safe and proper mooring of their boats. Boats breaking their moorings may be removed at the expense of the owner. Please check your line inventory, etc. before docking. The break wall and all floating and fixed piers are considered public walkways and should remain free of gear, chairs, tables, bicycles, inflatables and similar items for patron safety and access. Likewise, shore power cords and water hoses should not create a trip hazard. No attachments can be made to the break wall, floating and fixed piers without the approval of the marina manager.

SEVERE WEATHER: Because no marine facility can guarantee safety in severe weather conditions, the Owner agrees to hold the Marina harmless for any damage to the Vessel resulting from severe weather or Acts of God. Upon notice from the Marina, the Owner must remove the Vessel from the Marina in a timely manner or instruct the Marina to haul it at the Owner's expense if the Marina is able to do so. Should the Owner be unwilling or unable to remove the Vessel from the Marina, the Owner will be held responsible for all damage to and caused by the Vessel. Because the Marina has limited ability to safeguard its property and that of its customers under such conditions, the Owner agrees not to hold the Marina liable for any storm related damage to a Vessel on the Marina property.

1 SPEED LIMIT: The speed limit in the harbor, when approaching or leaving will be DEAD SLOW.

2
3 FUELING: For safety and pollution prevention reasons - Fueling is strictly prohibited! Owners, their
4 representatives and/or guests may not fill fuel tanks from portable containers at any time while on
5 Marina property.

6
7 CHILDREN: Young children shall be accompanied by an adult at all times and the Marina recommends that
8 all non-swimmers wear lifejackets near the water.

9
10 PETS: Pets must be kept on a short lead at all times. Owners must clean up after their pets. Any pets
11 found to be a nuisance to other Marina customers may be required to leave the property at the Marina
12 Manager's discretion.

13
14 QUIET ENJOYMENT: Owner shall not make or allow any disturbing noises in the Marina. No generators,
15 stereos, radios, televisions or parties are permitted outside the confines of interior cabin during quiet
16 hours between 10:00 PM to 7:00 AM. Unbecoming or disorderly conduct, including public intoxication,
17 abusive language, or physical threats or altercations directed at any other person will not be tolerated and
18 are cause for immediate expulsion from the Marina.

19
20 VEHICLE PARKING: Vehicles found to be improperly parked may be towed at the vehicle Owner's expense.
21 Vehicles parked longer than the limits noted on parking signs, including the temporary loading spaces on
22 Bay Shore Drive, must be parked in the Village lots and not in the dock parking area. Please observe this
23 rule at all times as improperly parked vehicles may be removed at the owner's expense or may be
24 ticketed.

25
26 GARBAGE & RECYLING: Garbage dumpsters are located on the west side of the Marina Office. Please do
27 not leave garbage on the docks or in the small cans on the Marina grounds. The dumpsters may only be
28 used for disposal of refuse generated at the Marina. Recycling is encouraged throughout the entire
29 Village. Recycling containers will be provided for you. We ask that you help to protect the environment by
30 recycling whenever possible.

31
32 OVERBOARD DISCHARGE/HAZARDOUS MATERIALS: The Vessel must be equipped with a sewage holding
33 tank for all toilets, which tank shall not allow toilet wastes to be discharged into the water of the Marina.
34 Marina shall be entitled to require that Owner insert a dye tablet in the Vessel's holding tank. Owner shall
35 not store, release or permit to be released, by action or inaction, any hazardous waste or environmentally
36 objectionable substances, including oil, gasoline or untreated sewage ("Hazardous Substances") into the
37 water or lands of the Marina. Owner hereby indemnifies, defends and saves Marina harmless from all
38 liabilities, claims, losses, expenses and obligations arising from the use, storage or placement of any
39 Hazardous Substances upon the Slip or the Marina (if brought, placed thereon, or released by Owner, its
40 agents, employees, contractors, or invitees), which obligations shall survive the expiration or termination
41 of this Agreement. Owner shall be responsible for immediately reporting and cleaning up any such
42 release. Owner shall immediately report any release to the appropriate government authorities and to
43 the Marina manager and shall keep Marina informed on a daily basis of Owner's actions with respect to
44 any clean up. If Marina is not satisfied, at Marina's sole discretion, with Owner's actions in reporting and
45 cleaning up a release, Marina may take any action it deems appropriate regarding the release, at Owner's
46 expense.

1 USE OF ELECTRICITY: Outlets are provided throughout the Marina for customer use. In some cases, use of
 2 electricity will be subject to charge by the Marina. Burned out or otherwise damaged receptacles will be
 3 repaired by the Marina staff and charged to the Owner. Voltage regulation and surge protection shall be
 4 the sole responsibility of the Owner. All shore power, adapters and electrical plugs must be equipped with
 5 acceptable ground weather proofing in accordance with Article 555 of the National Code. In 220 volt, 50
 6 amp systems, the neutral leg does not constitute a ground leg.

7
 8 END OF SEASON: Transient slips must be vacated by October 16th, unless otherwise prearranged. All
 9 boats must be removed from the Marina by October 24th, or they may be forcibly removed at the
 10 owner's expense. (Enforcement of this rule allows for timely and orderly winterization of the Marina.)
 11 Your boat must be removed from the Marina by October 24th, or you will be charged the out of season
 12 dockage fee of \$2.00 per foot of boat per day.

13
 14 OTHER GENERAL RULES: The Owner agrees to be bound by the following additional rules while occupying
 15 the Slip at the Marina. Swimming is not allowed from the Marina docks. There shall be no fish or dinghy
 16 cleaning on the docks of the Marina. Open flames are only allowed in designated grilling areas. Absolutely
 17 no open flames are allowed water-ward of the shoreline. No carpeting or other accessories may be
 18 attached to the docks of the Marina in any way without the prior approval of Marina management. The
 19 number of people staying overnight on a Vessel at the Marina shall be no greater than the number of
 20 permanent berths on the Vessel. BOTTOM CLEANING: In compliance with State environmental
 21 regulations, in-water bottom cleaning is not permitted at the Marina. DINGHIES: Tenders are not to be
 22 tied up alongside Vessels while in the Slip. Dinghies left in unoccupied slips for which the Owner does not
 23 hold a rental contract will be hauled at the Owner's expense and liability.

24
 25 RECREATION AREAS: All people using the recreation areas must comply with posted rules at all times.
 26 Skateboarding and/or rollerblading will not be allowed on the docks or Marina grounds.

27
 28 CONDUCT: All persons using the Sister Bay Marina must conduct themselves with discretion and be
 29 considerate of their neighbors. NO EXCESSIVE DISTURBANCES OF ANY SORT WILL BE ALLOWED BETWEEN
 30 10:00 P.M. AND 7:00 A.M. Any individual(s) behaving in a disruptive fashion at the Marina, or who is/are
 31 abusive to Marina employees, other boaters or citizens will initially be warned by the Marina Manager or
 32 staff that such activity is not permissible. If he/she/they fail to heed the warning, or if he/she/they have
 33 exhibited similar behavior in the past, the Manager does have the authority to permanently ban the
 34 individual(s) from the Marina. Any fees or lease amount paid to the Marina shall be forfeited at that time.
 35 All visitors, lessees and users of the Marina, Marina Park, other Village parks and property are required to
 36 comply with Chapter 38 of the Village code. Chapter 38 includes regulations related to: boating, park
 37 rules, dogs, alcoholic beverages, vehicles, littering, curfew, launching fees, fires, hunting and trapping. The
 38 complete regulations are available online at www.sisterbaymarina.com.

**STAFF REPORT****MARINA BUILDING ENGINEERING - MARINA**

The attached have been presented by the Marina Committee and will be presented by the Marina Manager.

October 13, 2025

Mr. David W. Lienau
Sister Bay Marina
10733 Bay Shore Drive
Sister Bay, WI

RE: Proposal ACE #25137-CD Phase – Construction Document Design MEP Consulting Services – Sister Bay Marina Building, Sister Bay, Wisconsin

Dear Mr. Lienau:

Architectural Consulting Engineers (ACE) is pleased to submit our scope of work definition and fee proposal to provide mechanical, electrical, and plumbing (MEP) construction document design services for the new Sister Bay Marina Building, Sister Bay, Wisconsin. This proposed work intends to extend the Schematic Design Phase Documents prepared by our office under a separate contract to provide documents ready for bid, permit, and construction. As this is a phased design approach, this CD Phase proposal is only valid if the SD Phase proposal is executed. We understand that Manske Dieckmann Thompson Architects has prepared preliminary plans for this new building, dated September 19, 2025, which we have used to prepare this proposal.

The following information outlines our understanding of the requirements of this project:

Scope of Work & Associated Design Services

Phase	Description of Services
Construction Documents	After sign-off of the final scope of the project based on the SD Phase drawings prepared under a separate contract, we will work with your office to create construction documents to be used for bid, permitting, and construction, incorporating the design decisions and extending them as required. This will include Mechanical, Electrical, and Plumbing construction drawings, sheet specifications, and any required supporting calculations and forms. We anticipate two Construction Document submittals: 75% and Final.
Bid/Permit Support	During bid and permit acquisition, we will provide support for MEP-related questions to help facilitate these processes.
Construction Admin Services	This would include a review of equipment and system submittals from the contractor, resolution of RFI's, site visits to review the ongoing installation for compliance with the design intent of the project documents, and review of final installation to ensure the system meets or exceeds the requirements of the project documents.

RE: Proposal ACE #25137-CD Phase – Construction Document Design MEP Consulting Services – Sister Bay Marina Building, Sister Bay, Wisconsin

Timeframe – A schedule to begin work on this project would be negotiated after acceptance of this proposal. This proposal is valid for 90 days from the date above.

Exclusions – This proposal does not include any services not explicitly described above; Schematic Design Service; LEED documentation or LEED calculation support; fire sprinkler design; lighting design; structural or civil design services; the printing of any documents; out-of-area travel expenses; obtaining of permits; expert witness or deposition; testing of any equipment for performance or function; destructive testing or evaluation to include all penetrations, plaster removal, opening up system components to determine condition; or the furnishing of any materials. This fee proposal is for one complete construction document design package based on a schematic design developed under a separate contract. Any requested redesign required on this project after drawings have reached approved SD Phase documents, or to value engineer the project for cost reduction after bids are received, is not included in this base proposal but could be provided for an additional fee.

Payments – Architectural Consulting Engineers will invoice monthly for time and materials expended to support the project. All invoices are to be paid to Architectural Consulting Engineers within thirty (30) calendar days of the date of invoice.

Fees – Architectural Consulting Engineers will perform the work described above, as indicated below:

MEP Design Service – Construction Documents	Fee
• Lump-Sum Design Fee	\$ 14,300
Post Design Support	
• Construction Administrative Services	Billed Hourly

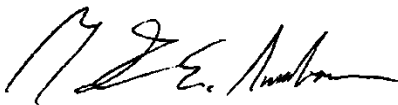
Hourly services and additional work outside of this proposal can be provided at an hourly rate of: -

- Principal/Engineer: \$200.00/hour
- Senior Designer: \$150.00/hour

Reimbursable expenses will be billed at actual cost to include, but not be limited to: **postage, delivery, printing, and travel.**

We hope that you find this proposal satisfactory. Thank you for your consideration on this project.

Respectfully submitted,
Architectural Consulting Engineers



Mark E. Nussbaum, P.E.

Accepted:

Name: _____ Signed: _____

Date: _____

October 13, 2025

Mr. David W. Lienau
Sister Bay Marina
10733 Bay Shore Drive
Sister Bay, WI

RE: Proposal ACE #25137-SD Phase – Schematic Design MEP Consulting Services – Sister Bay Marina Building, Sister Bay, Wisconsin

Dear Mr. Lienau:

Architectural Consulting Engineers (ACE) is pleased to submit our scope of work definition and fee proposal to provide mechanical, electrical, and plumbing (MEP) schematic design engineering consultation services for the new Sister Bay Marina Building, Sister Bay, Wisconsin. This proposed work intends to provide schematic design documents to validate system design concepts for approval. We understand that Manske Dieckmann Thompson Architects has prepared preliminary plans for this new building, dated September 19, 2025, which we have used to prepare this proposal.

The following information outlines our understanding of the requirements of this project:

Scope of Work & Associated Design Services

Phase	Description of Services
Schematic Design Phase	This work includes: 1. A review of available documentation regarding the existing site utilities in the area. We assume this information is provided by the project's civil engineer. 2. Development of a thermal load study. Output will be used to size HVAC equipment. 3. Domestic water demand calculation to size incoming water service. 4. Sanitary sewer demand calculation to size the required sanitary sewer. 5. Electrical demand calculation to size up the incoming electric service. 6. Prepare schematic-level drawings to illustrate our recommended approaches. 7. We assume that mechanical systems will be gas-fired heating, electric cooling, split-systems. Exhaust and ventilation air is assumed to be provided with an energy recovery ventilator. 8. We assume that light fixture selection and layout will be provided by the architect for all non-utility areas. 9. We assume that the plumbing fixture layout will be provided by the architect. Plumbing fixture selection will be coordinated between the architect, owner, and our office. 10. We anticipate one Schematic Design submittal.

RE: Proposal ACE #25137-SD Phase – Schematic Design MEP Consulting Services – Sister Bay Marina Building, Sister Bay, Wisconsin

Timeframe – A schedule to begin work on this project would be negotiated after acceptance of this proposal. This proposal is valid for 90 days from the date above.

Exclusions – This proposal does not include any services not explicitly described above; Construction, bid, or permit documents; LEED documentation or LEED calculation support; fire sprinkler design; lighting design; structural or civil design services; the printing of any documents; out-of-area travel expenses; obtaining of permits; expert witness or deposition; testing of any equipment for performance or function; destructive testing or evaluation to include all penetrations, plaster removal, opening up system components to determine condition; or the furnishing of any materials. This fee proposal is for one complete Schematic Design package.

Payments – Architectural Consulting Engineers will invoice monthly for time and materials expended to support the project. All invoices are to be paid to Architectural Consulting Engineers within thirty (30) calendar days of the date of invoice.

Fees – Architectural Consulting Engineers will perform the work described above, as indicated below:

MEP Schematic Design Service	Fee
• Lump-Sum Design Fee	\$ 9,500

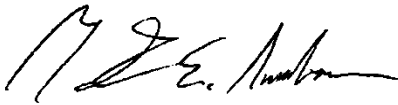
Hourly services and additional work outside of this proposal can be provided at an hourly rate of: -

- Principal/Engineer: \$200.00/hour
- Senior Designer: \$150.00/hour

Reimbursable expenses will be billed at actual cost to include, but not be limited to: **postage, delivery, printing, and travel.**

We hope that you find this proposal satisfactory. Thank you for your consideration on this project.

Respectfully submitted,
Architectural Consulting Engineers



Mark E. Nussbaum, P.E.

Accepted:

Name: _____ Signed: _____

Date: _____

Board Report for Sister Bay Marina Boardwalk Project

As you may recall, the marina had planned a project to replace the existing board walk section located near the commercial kiosk with a sheet steel driven, concrete topped replacement at the marina. The bids received were \$130,000 to \$200,000 over the budgeted amount for the project and were subsequently rejected due to our budget. The budget was \$250,000 and the bids received were \$380,992, \$385,000, and \$463,600.

The Marina committee has reviewed several other options to complete the project. In an effort to reduce the cost, the committee agreed to go back to using a wood board walk. To prevent having to replace the decking on a regular basis in the future, the committee agreed to evaluate the type of wood used.

Our consulting engineer, Mike Kahr, researched alternative wood types and suggested a type of hardwood with an expected 75-to-80-year life expectancy in a marine environment. It is a South American wood that is called “Ipe” and is pronounced as “ee-pay”. The wood is only shipped to North America in the next several weeks each year. After checking with several current users of Ipe wood, our engineer and marina staff received 4 proposals for the purchase of wood from companies that supply this type of wood.

The Marina committee reviewed the alternatives and approved the purchase of the Ipe wood with a not to exceed price of \$110,000 included delivery to the marina. The purchase would be made in the next several weeks to align with the shipping season in South America.

There are multiple alternative companies/carpenters in Door County that can install this type of wood, and the marina would use them for installation. We expect the boardwalk will be completed and available for next season. The project is expected to be finished at a cost under the existing budgeted number.

Thank you

David Lienau CMO

Marina Manager



STAFF REPORT

ZONING MAP AMENDMENTS - CONTRACT

Within one year of adopting a new comprehensive land use plan, the village's actions are to be consistent with that plan. For the village that means our zoning map and zoning code are to be consistent with the plan. The current zoning map is inconsistent with the adopted future land use map, so the Plan Commission has proposed a contract with the Bay Lake Regional Planning Commission to work with the village to update the map. Based on that map, future code amendments may also be necessary (e.g. if we add a new zoning district to the map that is not in the code). Attached is the proposed contract.

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
THE BAY-LAKE REGIONAL PLANNING COMMISSION
AND
THE VILLAGE OF SISTER BAY
(Zoning Map Amendments)**

THIS AGREEMENT (the “contract”) is entered into as of the _____ day of _____, 2025 (the “Effective Date”), by and between the Village of Sister Bay (herein called the "Village"), and the Bay-Lake Regional Planning Commission (herein called the "Commission").

WHEREAS, the Village is a member of the Commission; and

WHEREAS, the Village has requested the Commission to perform GIS technical assistance for the purpose of updating, and mapping zoned parcels; and

WHEREAS, the Commission has a professional staff qualified to undertake such work; and

WHEREAS, the project and the character of the services to be performed by the Commission hereunder are consonant with the powers it possesses and the duties and functions it is created to perform under Wisconsin Statutes Section 66.0309;

NOW, THEREFORE, in consideration of these premises and of their mutual and dependent promises and agreements, the parties hereto contract and agree as follow:

- I. Employment of Commission. The Village hereby engages the Commission, and the Commission agrees to perform the services as outlined herein.
- II. Scope of Work to be Undertaken by the Commission.
 - A. Update geospatial parcel data as designated by the Village to reflect zoning categories;
 - B. Update the official zoning map for the village to review draft and final zoning amendments;
 - C. Provide the finalized official zoning map for the Village in digital and poster format and other zoning related maps, as needed;
 - D. The development of an interactive zoning map to be hosted by the Commission, if requested;
 - E. Provide the Village with the final updated parcel zoning geospatial data to review and edit zoning categories, as needed.

The Commission shall coordinate all its work with the Village staff and other project stakeholders. It is strictly understood that the Commission is entering into this contract at the request of the Village and the Commission’s work shall not constitute legal or financial advice.

- III. Assistance from the Village.
 - A. Work with Door County to provide the Commission with an up-to-date geospatial parcel data set;
 - B. Work with Door County to provide the Commission with parcel numbers being rezoned, as needed;
 - C. The Village is responsible for hosting and facilitating all public meetings as it relates to zoning map amendments;
 - D. Coordinate with the Commission and maintain open communication throughout the life of this contract;
 - E. Review any draft zoning map amendments provided by the Commission and provide revisions to the Commission as needed.

IV. Personnel

- A. The Commission represents that it has, or will secure at its own expense, all personnel and equipment required to perform the services under this agreement. It is distinctly understood that its personnel shall in no manner be considered employees of the Village; nor shall they have any contractual relationships with the Village.
- B. None of the work or services covered by this agreement shall be subcontracted without the expressed formal concurrence of the Village.

V. Time of Performance. This contract will be in effect as of the date first above written through January 31st, 2026, and may be extended upon the mutual agreement of the Commission and the Village.

VI. Total Cost of Services. Due to the nature and unknown extent of the project, services will be performed on a time and expense basis, not to exceed \$20,000. No other work other than that included in the finalized scope of work shall be carried out by the Commission under this agreement, unless mutually agreed upon by both parties.

VII. Reimbursement and Method of Payment. Subject to the limits set forth in Section VI, the Village will reimburse the Commission bi-monthly (every two months), after receiving an invoice from the Commission.

VIII. Termination for Convenience. The Village may terminate this contract with thirty (30) days written notice. The Commission shall be paid for actual services performed, and all project documents produced by the Commission shall be provided to the Village upon request.

IX. Force Majeure. Neither party shall be liable for any failure or delay in performing its obligations under this agreement if such failure or delay is due to events beyond reasonable control, including but not limited to acts of God, natural disasters, pandemics, labor disputes, acts of war, terrorism, or governmental actions. The affected party shall notify the other promptly and take reasonable steps to mitigate the impact. If the event continues for more than thirty (30) days, either party may terminate the agreement with payment due to services already rendered.

X. Changes. The Village or the Commission may, from time to time, request changes to the scope of work or compensation outlined in this agreement. Changes which are mutually agreed upon by and between the Village and the Commission shall be incorporated in written amendment to this agreement.

XI. Dispute Resolution. In the event of a dispute arising from this agreement, the parties agree to resolve the matter through good-faith negotiation. If unresolved within thirty (30) days, the dispute shall proceed to mediation with a mutually agreed-upon mediator. If mediation fails, the dispute shall be settled through binding arbitration under the rules of the American Arbitration Association. Each party shall bear its own costs for mediation or arbitration, and the prevailing party shall be entitled to reasonable attorneys' fees.

XII. Equal Opportunity Compliance.

- A. In performing work under this Contract, the Commission shall not discriminate against any employee or applicant for employment on the basis of age, race, religion, color, disability, sex, physical condition, developmental disability, sexual orientation, or national origin as defined in Section 51.01(5), Wisconsin Statutes.

This commitment applies, but is not limited, to the following areas: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Commission also agrees to take affirmative action to ensure equal employment opportunities. Furthermore, the Commission shall post, in conspicuous locations accessible to employees and job applicants, notices provided by the Commission outlining the provisions of the nondiscrimination clause.

- B. Section 109 of the Housing and Community Development Act of 1974, Title I, as amended, prohibits discrimination on the basis of race, color, national origin, disability, age, religion, and sex within Community Development Block Grant (CDBG) programs or activities.
- C. Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination on the basis of disability. It provides that no otherwise qualified individual with a disability shall, solely by reason

of their disability, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance, including employment.

- D. Age Discrimination Act of 1975, as amended, prohibits discrimination on the basis of age. It provides that no person shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance.
 - E. Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the grounds of race, color, or national origin. It states that no person in the United States shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance.
- XIII. Interest of Municipal Officials and Others. No officer, member or employee of the Village or public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decision relating to this agreement which affects their personal interest or the interest of any corporation, partnership or association in which they are directly or indirectly interested; nor shall any such officer, member or employee of the Village or other public official of the governmental unit within the Village have any interest, direct or indirect, in this agreement or the proceeds thereof.
- XIV. Assignability. The Commission may not assign or transfer any interest in this agreement without the prior written consent of the Village; provided, however, that claims for money due to the Commission from the Village under this agreement may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Village.
- XV. Interest of the Commission. No employee of the Commission at present has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of any services identified under Section II.
- XVI. Liability. Each party to this agreement shall hold and save every other party to this agreement, their respective officers, directors, agents, and employees, harmless from liability of any nature or kind, including costs and expenses, for or on account of any or all damages of any character whatsoever resulting directly or indirectly from the performance or non-conformance by the indemnifying party of services under this agreement, excluding damages resulting from the negligent or intentional acts by or acts in excess of the scope of authority of the indemnified party.

IN WITNESS WHEREOF, the Village and the Commission have executed this Agreement as of the date first above written.

Attesting Witness:

Village of Sister Bay

Nate Bell
Village President

Date

Bay-Lake Regional Planning Commission

Brandon Robinson
Executive Director

Date

Natalie Blackert
GIS Specialist

Date

**STAFF REPORT****IGA – STREET ASSISTANCE FROM COUNTY**

Attached is a two-year intergovernmental agreement with the county to provide snow plowing and other street services.



County of Door
HIGHWAY DEPARTMENT

1001 South Duluth Avenue
 Sturgeon Bay, WI 54235-3812

THAD ASH
 Commissioner
 (920) 746-2500
 tash@co.door.wi.us

Date: October 29, 2025

TO: Town and Village Chairman

RE: Intergovernmental Agreement and Tasks Check [Repair of Highway(s)] – CY 2026-2027

The Door County Highway Department is requesting the renewal of the Intergovernmental Agreement for maintenance of roads under your board's jurisdiction. The enclosed agreement renews and identifies what maintenance you would like the County Highway Department to perform. This agreement is for a two-year period beginning January 1, 2026 and ending on December 31, 2027.

Enclosed please find the following:

1. "Intergovernmental Agreement [Repair of Highway(s)]";
2. "Regular Tasks Performed by the Door County Highway Department" check list

By executing these documents two tasks will be accomplished, first it will assist both the Highway Department and the Sheriff Departments emergency dispatch in identifying who to contact for specific emergencies, and second, it will aid the Highway Department in its preparation of staff and personnel to perform regular work tasks. If there are any emergency tasks that you do not want the Highway Department to perform, I urge you to contact the Sheriff Department emergency dispatch to identify whom they should call to perform this service.

Formal approval of the agreement and checklist by the Town or Village Board/Council is critical for the Door County Highway Department to perform work for the Town or Village. Please return the completed and fully executed documents by December 15, 2025 to Door County Highway Department, 1001 S. Duluth Avenue, Sturgeon Bay WI 54235-1298.

Please contact me if you have any questions or concerns. Thank you for your time and attention to this matter.

Sincerely,

Thad Ash
 Commissioner

Enclosures

REGULAR TASKS PERFORMED BY THE DOOR COUNTY HIGHWAY DEPARTMENT 139

The City, Town or Village of (_____) hereby agrees to have the Door County Highway Department regularly carry out the following tasks as checked below, until further notice is received from the municipality to the Door County Highway Department.

TASKS TO BE PERFORMED (Initial of task indicates approval)

- REINSTALLATION OF KNOCKED DOWN TRAFFIC SIGNS AND/OR PURCHASE OF NEW TRAFFIC SIGNS TO REPLACE MISSING ONES PER SHERIFF'S DEPT. NOTIFICATION.
- ROAD CLOSURES FOR EMERGENCY RESPONSE WHEN REQUESTED BY SHERIFF'S DEPARTMENT, FIRE DEPARTMENT OR EMERGENCY SERVICES.
- REMOVAL OF TREES OR TREE BRANCHES THAT HAVE FALLEN ACROSS THE LOCAL ROADWAY PER SHERIFF'S DEPT. NOTIFICATION.
- PAINT STRIPPING OF LOCAL ROADS.
- SNOWPLOWING OF LOCAL ROADS OF 2": OR MORE. INCLUDING SPREADING OF SAND AND SALT AS NEEDED.
- WASHOUTS OF LOCAL ROADS PER SHERIFF'S DEPARTMENT NOTIFICATION.

THE NEXT SET OF TASKS WILL ONLY BE PERFORMED BY THE DOOR COUNTY HIGHWAY DEPARTMENT ON AN AS NEEDED BASIS AS REQUESTED BY THE TOWN CHAIRMAN.

TASKS TO BE PERFORMED AS REQUESTED

- CRACKFILLING ON LOCAL ROADS.
- POT HOLE REPAIR ON LOCAL ROADS.
- SHOULDER REPAIR ON LOCAL ROADS.
- TREECUTTING ALONG LOCAL ROADS.
- SEALCOATING OF LOCAL ROADS.
- REPAVING OR WEDGING OF LOCAL ROADS.
- CULVERT REPAIRS OR REPLACEMENT.
- MOWING OF DITCHES ALONG LOCAL ROADS. IF SPECIAL MOWING PROCEDURES ARE REQUIRED, PLEASE PROVIDE A STARTING AND ENDING POINT ON EACH ROAD AND WHEN AND HOW THE MOWING SHOULD BE COMPLETED.

Authorized and approved this _____ day of _____, 2025.

Signature

Print Name

Print Title

INTERGOVERNMENTAL AGREEMENT
[Repair of Highway(s)]

This agreement is made and entered into this ____ day of _____, 2025 by and between the County of Door (hereinafter referred to as "County"), a body corporate, and the _____ (hereinafter referred to as "Municipality") a municipal corporation, each organized and existing under and by virtue of the laws of the State of Wisconsin.

- A. This agreement shall be effective on January 1, 2026 and shall terminate on December 31, 2027.
- B. The County may at County's discretion, by and through its Highway Department, perform for the Municipality authorized ordinary repairs of highways or emergency response services.
- C. The Municipality shall designate in advance and in writing to the County Highway Department the authorized ordinary repairs of highways sought to be performed by County.
- D. The County may at County's discretion agree or decline to perform the authorized ordinary repairs of highways requested by Municipality.
- E. The County Highway Department, if County agrees to perform, will in advance submit to the Municipality a written estimate upon request of the cost to complete the authorized ordinary repairs of highways requested.
- F. Compensation, to be paid by Municipality to the County for the services rendered, shall be in accordance with the Uniform Cost Accounting Manual for Wisconsin Highway Departments authorized under authorized under section 83.015(3) Wisconsin State Statutes, unless otherwise negotiated and memorialized before services are performed.
- G. The County shall, after services are performed, render to the Municipality an itemized statement covering all services performed. The Municipality shall pay the County therefor within thirty (30) days of receipt of such statement.
- H. County warrants that it shall provide, perform and complete the authorized ordinary repairs of highways in an adequate manner, in conformity with generally recognized and accepted industry standards, and that such will be free from substantial defects in materials or workmanship. There are no other warranties (express, implied or statutory) other than the representations set forth in this paragraph.
- I. The County, its employees, officers, officials and agents, shall not, by virtue of this agreement or performance of authorized ordinary repairs(s), be deemed to assume any duty or responsibility to build, inspect, maintain or keep in repair any highway located within the geographic boundaries of, or which occupies any land owned and controlled by, the Municipality that the County is not otherwise bound to keep in repair.

- J. No provision of this agreement shall be construed so as to relieve the Municipality of its duty or responsibility to build, inspect, maintain or keep in repair any highway located within the geographic boundaries of, or which occupies any land owned and controlled by, the Municipality that the Municipality is bound, by law or by agreement, to keep in repair.
- K. Municipality agrees to defend, indemnify, keep, save and hold harmless the County, its employees, officers, officials, and agents, against all claims, suits or judgments, damages, costs or expenses, including reasonable attorney's fees, in any manner arising out of, resulting from or caused by any act or omission of the Municipality or the Municipality's negligence or intentional conduct. This indemnification and hold harmless provision shall survive termination of this agreement. It shall not intend that statutory liability limitations be waived, and this agreement shall retain liability limitations with respect to all parties hereto.
- L. County or Municipality may at any time for any or no reason terminate this agreement upon one hundred twenty (120) days advance written notice to the other party.
- M. If any covenant, condition, provision, or term of this agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining covenants, conditions, provisions, and terms of this agreement shall not be affected thereby, but each covenant, condition, provision, or term of this agreement shall be valid and in force to the fullest extent permitted by law.
- N. This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement. Any amendments, changes or modification of this agreement shall be effective only when made in writing and executed by the parties.

Accepted and agreed this ____ day of _____, 2025.

Signature

Print Name and Title

Accepted and agreed this ____ day of _____, 2025

Thad Ash
Door County Highway Commissioner



STAFF REPORT

ICE RINK MATCHING FUNDS

A previous Board had told the Friends of the Ice Rink Group that if they raised the matching funds, the village would contribute \$500,000. They have raised the matching funds, so the question for the Board is, do we release the funds now, or when their lease and operational agreement are in effect (April 2026)?



STAFF REPORT

BOARD & COMMITTEE BYLAW AMENDMENTS

Trustees Bhirdo and Champeau requested this item be on the agenda to address attendance at meetings and Executive Sessions. Bhirdo proposed additional amendments. The Clerk has two items to consider as well. All proposed amendments are attached.

Amendments the Board supports will be presented via a resolution at next month's meeting.

(Bhirdo also requested staff list all ordinances on the Village website.)

**Village of Sister Bay
Board of Trustees Bylaws
For the Government of the Village Board**
(Amended ~~July 15, 2025~~ December 16, 2025)

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1. Meetings, Regular and Special

The regular meetings of the Sister Bay Board of Trustees shall be held on the third Tuesday of each month at 6:00 P.M. Any two members of the Village Board may call a special meeting, with a signed request presented to the Village Clerk, a minimum of 48 hours prior to that meeting. Public Hearings may be scheduled for a time which is agreeable to the majority of the Board and consistent with State Statutes.

Non-trustees shall not attend an Executive Session of the Village Board, unless invited by two or more Trustees and approved by a majority of the Trustees present.

2. Quorum

A minimum of four Trustees constitutes a quorum of the Village Board. As soon as the Village Board is called to order roll call shall be taken, noting who is present and who is absent, and the same shall be noted in the official record. If there is not a quorum present, this fact shall be entered in the minutes and the Village Board shall adjourn. Any member of the Village Board who has knowledge of the fact that they will not be able to attend a scheduled Board meeting shall notify the Village Clerk at the earliest possible opportunity. In the event that the projected absence will produce a lack of quorum, the Village Clerk shall notify the Village President. If the Village Clerk is not notified of an absence, it will be recorded as an unexcused absence.

3. Presiding Officer

The President of the Village Board (Presiding Officer), shall, at the hour of the meeting stated on the Agenda, call the Board to order. The Village President shall preserve order and decorum, and decide all questions of order, subject to an appeal, by any member. The Village President has the same rights as a Trustee.

4. Presiding Officer's Duties

At each meeting, the Village President should have at hand:

- a) A copy of the Bylaws;
- b) A copy of applicable parliamentary authority;
- c) A list of committees/commissions and the members of those groups; and,
- d) A memorandum of the complete order of business.

5. Absence of Village President

In the event the Village President is absent at the time of the meeting, the Village Clerk shall call the Village Board to order; and thereupon the Board shall elect one of its own members the President Pro-Tempore.

Village of Sister Bay Board of Trustees Bylaws – Amended ~~7/15/2025~~12/16/2025

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6. Agenda

The Board acknowledges that the committee structure is an appropriate mechanism to deal with many of the issues facing the Village. In order to take advantage of the knowledge and experience of the committees, Trustees who wish to bring an issue before the Board shall refer the issue to the appropriate committee for discussion. Committee Chairpersons shall address those requests in a timely manner and submit a committee recommendation to accompany the Trustee's recommendation when the issue comes before the Board. Any two trustees may request an item be added to the agenda. Other board agenda items will be placed on the agenda at the discretion of the Village President and Village Administrator. All items to be a part of the Agenda shall be in the possession of the Village Administrator by the first day of the month. A copy of the Agenda shall be furnished to each Trustee at least forty-eight (48) hours prior to the regularly scheduled monthly meetings of the Village Board or twenty-four (24) hours prior to any Special Board meetings. [Clerk: Laws have changed and it is no longer required to post the agenda in three places, rather one posting is all that is required. Is the Board supportive of positing at the Administration Building and Post Office only? This means an agenda would not be posted at the Library.]

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7. Term of Office

The terms of the Village President and the Trustees shall be for two (2) years *[statutory]*. All standing committees, elective or appointive, shall serve for one (1) year unless Statutes provide otherwise. Changes in committee names and structure shall be subject to the approval of a majority vote of the Village Board.

8. Committees and Commissions

There are five types of committees: *Standing, Statutory, Ad Hoc, Task Force, and Other Committee Appointments*. Committees, sometimes referred to as Boards, shall be established upon adoption of a Resolution designating the committee name, number of members, purpose and term. Members shall be appointed by the Village President and approved by the Village Board. Ad Hoc Committees and a Task Force shall be dissolved upon completion of the purpose for which it was created; said dissolution shall require Board of Trustees approval.

The President shall serve as ex-officio of all committees, commissions and boards organized by the Village when a quorum is needed to conduct business.

A listing of all the Committees and Commissions, which are in existence at the time of adoption this document, as amended, are as follows:

NAME & TYPE OF COMMITTEE/COMMISSION	MEMBERSHIP
Door County Coastal Byway Commission (Other Committee Appointments)	1 Trustee or Staff Person

Village of Sister Bay Board of Trustees Bylaws – Amended ~~7/15/2025~~12/16/2025

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Emergency Management and Hazard Mitigation Planning Task Force	Board President, 2 Trustees, County Emergency Management Director or their representative, and the Fire Chief. The Village Administrator and Village Clerk (as Recording Secretary) shall also serve on the task force but shall be non-voting members.
Finance Committee (<i>Standing Committee</i>)	3 Trustees and 2 Citizens (Citizen terms are staggered 2 and 3 year terms)
Fire Board (<i>Standing Committee</i>)	2 Village members and 3 members from the Town of Liberty Grove
Fire District Exploratory Committee (<i>Other Committee Appointment</i>)	1 Trustee or Resident with recognized experience and qualifications, 1 Fire Fighter from the Sister Bay-Liberty Grove Fire Department and the Fire Chief.
Green Tier Legacy Community Committee (<i>Ad Hoc Committee</i>)	Village President or Trustee, Min. 3 Stakeholders
Historical Society (<i>Other Committee Appointment</i>)	1 Trustee who will serve as a Liaison
Holiday Lighting Task Force (<i>Ad Hoc</i>)	4-7 Stakeholders who elect their Chair and Vice-Chair
Housing Committee	5–9 Stakeholders, 3 being Trustees
Library Commission (<i>Standing Committee</i>)	1 Trustee and 2 Village Residents, and 1 Town Board member and 2 Town Residents. A Secretary/Treasurer, who is hired by the Commission, as well as the Sister Bay-Liberty Grove Head Librarian serve as ex-officio non-voting members.
Marina Committee (<i>Standing Committee</i>)	3 Trustees, 2 Stakeholders, and the Marina Manager, who shall serve as an ex-officio non-voting member of the Marina Committee. Two alternates shall also be appointed to ensure a quorum is always present at meetings.
Parking Task Force (<i>Ad Hoc</i>)	4-7 Stakeholders who elect their Chair and Vice-Chair. <u>They did not elect their Chair and Vice-Chair, rather their Chair was appointed and no Vice-Chair was identified.</u>
Parks, Property & Streets Committee (<i>Standing Committee</i>)	3 Trustees and 2 Residents
Personnel Committee	3 Trustees

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Village of Sister Bay Board of Trustees Bylaws – Amended ~~7/15/2025~~12/16/2025

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<i>(Standing Committee)</i>	
Plan Commission <i>(Statutory)</i>	3 Trustees, 4 Residents, and if available, one ex-officio non-voting Resident or Citizen member with recognized experience and qualifications related to planning and development. The Chairperson shall be the Village President or their appointee. (Terms are dictated by statute and require a three-year term.)
Sister Bay Advancement Association - SBAA - Board of Directors <i>(Other Committee Appointment)</i>	1 Trustee, who shall be a voting member of the SBAA Board and shall also act as the Village Board Liaison to the SBAA.
Technology and Telecommunications Committee (Standing Committee)	1 Trustee and 2 Stakeholders
TIF Joint Review Board <i>(Statutory)</i>	1 Trustee, 1 Resident, 1 representative of the County, 1 representative of the Gibraltar School District and 1 representative of the Northeastern Wisconsin Technical College District
Tourism Zone Commission <i>(Other Committee Appointments)</i>	Based upon room tax collected to date the Village is entitled to have 3 representatives on the Tourism Zone Commission. They serve one-year terms.
Sewer and Water Utilities Committee – Wastewater Treatment Plant, Water, Sewer and Storm Sewer Committee <i>(Standing Committee)</i>	3 Trustees. The Village Administrator and Lead Operator/Utilities Director serve as ex-officio non-voting members.
Village Administration Building Review Task Force (Ad Hoc)	8 Stakeholders
Village Hall Planning Task Force	2 Trustees, 3-5 Stakeholders. The Village Administrator and Village Clerk shall serve as ex-officio, non-voting members.
Zoning Board of Appeals <i>(Statutory)</i>	5 Residents and 2 Resident alternates. (Terms are dictated by statute and require three-year, staggered terms.)

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Trustee shall mean an elected Trustee or the Village President of the Village of Sister Bay.

Resident shall mean a person who resides in the Village and is a registered voter or eligible to become a registered voter.

Village of Sister Bay Board of Trustees Bylaws – Amended ~~7/15/2025~~12/16/2025

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Citizen shall mean a person who is a Village property owner, the owner of a business located in the Village or a person with recognized experience and qualifications for a particular committee, whether they be a resident or non-resident of the Village.

Community Member-at-Large shall mean a person who does not reside in the Village nor do they own land in the Village, but they live in the Sister Bay area, as determined by the Chair of the Committee, and who has expertise or knowledge beneficial to the committee. Community Members-at-Large are appointed only after a sincere attempt to attract committee members has resulted in no citizen or resident interest. Members-at-Large can only serve on ad hoc committees, task forces, or as alternates on the Marina Committee.

Stakeholder shall mean a person with a vested interest in the outcome of a specific Village property, product, action, or service. For purposes of these bylaws, a stakeholder shall not have a financial interest in the property, product, action or service.

Ex-Officio ~~shall mean the~~ ~~The~~ Village President, as allowed by these bylaws, who may participate in a meeting solely for the purposes of ensuring a quorum is present at a meeting so official business may be conducted. The President, when serving in an ex-officio capacity, shall have voting privileges. A per diem shall be paid when the President is serving in the ex-officio capacity. Staff and certain committee members, as allowed in these bylaws, can also serve in an ex officio capacity; in such instances the ex-officio person serves the role of providing information and assistance, has no impact on quorum, has no voting privileges, and is not paid a per diem.

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9. National Incident Management System ~~Have all trustees took the NIMS training?~~

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The NIMS training program is intended for all personnel who are directly involved in emergency management and response. This includes all emergency services related disciplines such as EMS, hospitals, public health, fire service, law enforcement, public works/utilities, skilled support personnel, and other emergency management response, support and volunteer personnel. Elected and appointed officials should have a clear understanding of their roles and responsibilities for successful emergency management and incident response. To that end, it is vital that elected and appointed officials understand and receive NIMS training. This training is intended to aid people who don't usually work together to seamlessly respond to and recover from a disaster either natural or man-made. Therefore, FEMA recommends the following training for elected and appointed officials: G-402 Incident Command System (ICS) Overview for Executives/Senior Officials, G-191 Incident Command System/Emergency Operations Center Interface. Within one year of being elected each new Trustee shall meet the minimum requirements to be NIMS compliant outlined by FEMA standards.

10. Consent to Speak

A member desiring to speak shall address the Village President or President Pro-Tempore, when recognized by that person. A member shall confine their remarks to the question under consideration and avoid personalities. Members' remarks must be germane to the question. Statements must have a bearing on the pending motion. To ensure an efficient meeting which allows all interested speakers an opportunity to comment on an agenda item, the President or

Village of Sister Bay Board of Trustees Bylaws – Amended ~~7/15/2025~~12/16/2025

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President Pro-Tempore reserves the right to limit the length of time a speaker may speak on any one agenda item. Rude or derogatory comments made by a speaker may result in the President or President Pro-Tempore refusing to allow the speaker to continue presenting their comments.

11. Motions

Motions shall be prefaced with “I move,” and the person making the motion shall then state the action that is to be voted on in a positive form so that the Board is not voting “no” to approve the action.

12. Roll Call Vote

When a roll call vote is statutory or required by the Rules of Order, it shall be automatic. The Clerk or any Board member may call for a roll call vote on any question, and it shall be granted before the decision of the Village President is announced. There shall be no interruption during roll call.

13. Abstaining on Vote

Any member of the Board of Trustees may recuse themselves from a discussion and subsequent action if they feel they have a conflict of interest, or, after discussion determines there may be a conflict, abstain from voting on any question before the Board after notifying the Village President or President Pro Tempore of their intention to abstain and the reason therefore.

14. Out of Order

When declared “out of order” a Trustee, resident or citizen shall immediately submit to the ruling of the Village President or President Pro-Tempore.

15. Interruption of Speaker

When any of the Trustees, residents or citizens are speaking, no one shall entertain any private discourse or in any way interrupt the speaker, except as to a question of order.

16. Public Addressing the Board

A non-member wishing to address the Village Board may gain permission from the Village President or President Pro-Tempore. The Village President or President Pro-Tempore should be aware that the right of the public to attend governmental meetings does not necessarily imply a right to participate in the conduct of those meetings. Absent a public hearing, the public has no inherit right to speak at a Village Board Meeting.

17. Suspension of Rules

These rules may be suspended by a majority roll call vote of the Village Board.

18. Amending Rules

These rules may be amended at any regular session of the Village Board by a majority vote of the Board.

19. Rules of Order

Village of Sister Bay Board of Trustees Bylaws – Amended ~~7/15/2025~~12/16/2025

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The Rules of Order as adopted shall govern the proceedings of the Village Board, except as may be contrary to Wisconsin Statutes. In such event, the State Statutes shall prevail. Roberts Rules of Order shall apply to those areas these Rules do not cover.

20. Board Member Code of Conduct

The Board of Trustees recognizes the need for decision-making and public responsiveness, which requires a commitment to ethical, business-like, and lawful conduct, including proper use of authority and appropriate decorum when acting as a Board member. Accordingly, each Board member shall:

- a) Commit to regular attendance at Board and Committee meetings unless excused and be properly prepared for deliberation.
- b) Understand and follow all provisions of the Wisconsin Open Meetings Law as well as any other applicable statutes that govern the conduct of elected officials.
- c) Respect the confidentiality appropriate to issues of a sensitive nature and never discuss in public the issues discussed during closed sessions.
- d) Respect, listen to and communicate with fellow Board members and the Village Administrator.
- e) Acknowledge that the authority over Village policies or operations resides in the Village Board and not with individual Trustees.
- f) Make a committed effort to continuing education and to be well informed about issues and trends that could affect the Village, as well as Open Meeting Laws.
- g) Represent all the people of the community while avoiding partisanship based upon special interests.
- h) Keep the best interests of the Village in mind by considering themselves a “Trustee” of the Village and do their best to ensure that the Village is well maintained, financially secure, growing, and always operating in the best interests of those the Village serves.
- i) Be available and responsive to residents by interpreting the needs of citizens to the Village and by interpreting the actions of the Village to citizens without favor of any particular geographic area, ~~or~~ or interest group or individual.
- j) Make decisions involving the welfare of the community based upon study and evidence, recognizing that personal feelings and other such factors are not conducive to sound decision-making; and always remember that respecting the opinions of fellow Board members is vital. When outside of Board meetings Board members shall avoid making individual pronouncements and public conjectures about Village matters not yet decided by the Board.
- k) Not promise in advance of a meeting how they will vote on any issue, reserving judgment until all the facts have been presented.
- l) Accept the principal of Board unity by supporting the majority decisions of the Board.
- m) Not engage in “self-dealing” or interfere in the conduct of any private business for personal services between any Board member and the organization, except as procedurally controlled to assure openness, competitive opportunity and equal access to “inside” information.

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Village of Sister Bay Board of Trustees Bylaws – Amended ~~7/15/2025~~12/16/2025

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- n) Recuse themselves from discussing or voting on an issue about which they have a conflict of interest.
- o) Not use their position to obtain employment for them, for family members or for close associates. (Should a member desire employment by the Village, they must first resign.)
- p) Respect the Board's commitment to work with the Village Administrator by:
 - 1) Requesting desired information about programs directly from the Village Administrator;
 - 2) Referring to the Village Administrator's suggestions for new policies;
 - 3) Seeking the Village Administrator's professional advice;
 - 4) Refraining from acting on any complaint until the Village Administrator has had an opportunity to investigate it fully and report to the Board; and,
 - 5) Supporting Board-approved actions of the Village Administrator and staff.
- q) Understand and respect the separation of Board responsibilities and functions from those of the Village Administrator and staff. The Board's responsibility is to ensure that the Village is well managed—not to manage the Village.

Add, but put in a different order based on topic:

1. ~~No one trustee shall have the power to request staff to create documents or incur charges.~~
2. ~~Trustees are not to engage in communications with consultants, contractors or subcontractors without the administrator present or consent of the administrator.~~
3. ~~Trustees shall not have access to private/sensitive data such as passwords, pins, or paper or electronic files.~~

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21. Electronic Participation in Meetings.

The chair of each committee and the Village Board President may authorize committee members and trustees to participate in meetings electronically. Any members connecting electronically need to be visible and available to speak at all times during such meetings. The chair of each committee may decide whether the meeting will be held electronically or in-person, and such decision will be made clear to the public on the agendas of the meetings. Electronic participants must follow the guidelines below:

- a) All participating members can simultaneously hear and see each other during the meeting at all times during the meeting;
- b) All communication during the meeting is immediately transmitted to each participating member, and each participating member is able to immediately communicate to all other participating members; ~~and,~~

~~c) [Clerk: Please identify whether Executive Session will be allowed via Zoom]; and~~
~~e)d) All requirements of the Open Meetings Law are met.~~

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A member participating in a meeting by any means pursuant to this Section shall be deemed to be present in person at the meeting.

22. Expenses

Village of Sister Bay Board of Trustees Bylaws – Amended ~~7/15/2025~~12/16/2025

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“Committee/Commission/Board meeting” means the convening of a quorum of the members of a Committee, Commission or Board for the purpose of exercising the responsibilities, authority, power or duties delegated to or vested in the Board, Committee or Commission. The Village President and the Trustees shall be compensated for their attendance at meetings per the Ordinance adopted in the fall of the year preceding a Spring election of officers. For any member who does not wish to accept compensation, annually a waiver shall be filed with the Finance Director indicating their intentions to waive said compensation.

[Taken in part from Ordinance 304-111522] Trustees shall be compensated per the most recent ordinance setting the salaries for elected officials and committee members, provided the trustee or committee member actually attends the following:

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[Administrator comment: Are trustees eligible for mileage reimbursement? It is not addressed in the bylaws.]

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23. Electronic Delivery of Information

Board, Committee and Commission members that are part of Standing Committees shall have Agendas, Packets, and Meeting Materials delivered electronically. The Village Board shall annually authorize a sum of monies through its budget to fulfill “at home” printing of materials by Board, Committee and Commission members. These costs shall not exceed the cost of materials.

24. Rules in Conflict

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If any adopted Village ordinance, resolution, policy, or part thereof is in conflict with these bylaws, said bylaws shall prevail.

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Village of Sister Bay
Committee/Commission Bylaws and Rules
 (Amended ~~July 15, 2025~~ December 18, 2025)

1. Committee/Commission Organization

The Village President shall designate the Chairperson for each Village standing or ad hoc committee or commission on an annual basis, ~~unless stated otherwise or by law.~~

2. Committee/Commission Meetings

All committee or commission meetings shall be held at one of the following locations: The Village Administration Building, the Village Hall, the North Sister Bay-Liberty Grove Fire Station, the South Sister Bay-Liberty Grove Fire Station, the Sister Bay-Liberty Grove Library, the Sister Bay Wastewater Treatment Plant, the Sister Bay Marina, the Sister Bay Sports Complex, the Liberty Grove Town Hall or other accessible locations properly noticed. Meetings may also be held electronically as long as the public has access to the meeting via a participation link.

~~If a committee/commission holds an Executive Session, any trustee may attend said session, even if their attendance results in a quorum of the Village Board being present. However, to not violate Open Meeting Laws, said trustee shall not be allowed to engage in the dialogue. Non-trustees, and those not a member of the committee/commission shall not attend, unless invited by two or more committee/commission members and approved by a majority of the committee/commission members present.~~

3. Quorum

A majority of board/committee/commission/task force membership shall constitute a quorum for the transaction of business. In the event a quorum is not present, the Village President, serving in an ex-officio capacity, may participate in the meeting so that a quorum can be declared present.

4. Absences and Attendance

Any member of a committee or commission who has knowledge of the fact that they will not be able to attend a scheduled meeting shall notify the Village Clerk of their anticipated absence at the earliest possible opportunity. The Village Clerk shall notify the Chairperson of the affected committee or commission in the event that the projected absence(s) will produce a lack of quorum. If the Village Clerk is not notified of an absence, it will be recorded as an unexcused absence. Committees and commissions only function if members attend meetings, and, therefore, regular attendance is expected. If a member misses more than three regular meetings during the preceding twelve months for whatever reason, the Chairperson shall report that lack of attendance to the Village President. The Village President may recommend removal to the Board of any committee or commission member whose attendance at meetings exceeds the stated guideline.

To the extent provided by these Bylaws, the various committees, commissions and boards, may, in addition to conducting meetings in which each trustee participates in person, and at the discretion of the chairperson, conduct any regular or special meeting by the use of an electronic means of communication, provided that:

- a) All participating members can simultaneously hear and see each other during the meeting;
- b) All communication during the meeting is immediately transmitted to each participating member, and each participating member is able to immediately send messages to all other participating members; and
- c) All requirements of the Open Meetings Law are met.

A member participating in a meeting by any means pursuant to this Section shall be deemed to be present in person at the meeting.

5. Agendas and Minutes

Whenever a committee or commission meeting is scheduled the Chairperson of that committee or commission shall see that a written Agenda is provided to all the committee or commission members at least forty-eight (48) hours prior to such meeting. The Chairperson shall record the attendance and minutes of all committee or commission meetings, or the Chairperson may designate an individual to record the minutes of the meetings. The Chairperson or their designee is responsible for seeing that a copy of the minutes is provided to the Village Clerk prior to the next scheduled Village Board meeting.

6. Expenses

“Committee/commission meeting” means the convening of a quorum of the members of a committee or commission for the purpose of exercising the responsibilities, authority, power or duties delegated to or vested in the committee or commission.

The Village President and trustees, and committee members whose duties allow for compensation, shall be compensated for their attendance ~~and mileage, if applicable,~~ at meetings per the ~~Village Board Bylaws, and the dollar amount specified in the most recent adopted ordinance setting the salaries for trustees, committee and commission members. Ordinance was adopted in the fall of the year preceding a Spring election of officers.~~ For any member who does not wish to accept compensation, annually a waiver shall be filed with the ~~Finance Director~~ Village Treasurer indicating their intentions to waive said compensation.

7. Budget

If applicable, all committees shall prepare an annual budget and submit that document to the Village ~~Finance Director~~ Treasurer.

8. Other

All committees and commissions shall be governed by the Rules of Order, which were adopted for the Village of Sister Bay Board of Trustees. If there are no rules specified for a particular situation, Roberts Rules of Order will apply. If applicable, the term “Chairperson” shall be substituted for the term “Village President.”

The Village President ~~shall~~may serve as an Ex-Officio member of all Committees, Commissions and Boards organized by the Village.

No one committee/commission member shall have the power to request staff to create documents or incur charges. Members are not to engage in communications with consultants, contractors or subcontractors without the administrator present or consent of the administrator. Members shall not have access to private/sensitive data such as passwords, pins, or paper or electronic files.

9. Definitions

Trustee shall mean an elected trustee or the Village President of the Village of Sister Bay.

Resident shall mean a person who resides in the Village and is a registered voter or eligible to become a registered voter.

Citizen shall mean a person who is a Village property owner, the owner of a business located in the Village or a person with recognized experience and qualifications for a particular committee whether they be a resident or non-resident of the Village.

Community Member-at-Large shall mean a person who does not reside in the Village nor do they own land in the Village, but they live in the Sister Bay area, as determined by the Chair of the Committee, and who has expertise or knowledge beneficial to the committee. Community Members-at-Large are appointed only after a sincere attempt to attract committee members has resulted in no citizen or resident interest. Members-at-Large can only serve on ad hoc committees, task forces, or as alternates on the Marina Committee.

Stakeholder shall mean a person with a vested interest in the outcome of a specific Village property, product, action, or service. For purposes of these bylaws, a stakeholder shall not have a financial interest in the property, product, action or service.

Ex-Officio shall mean the ~~—The~~ Village President, as allowed by these bylaws, who may participate in a meeting solely for the purposes of ensuring a quorum is present at a meeting so official business may be conducted. The President, when serving in an ex-officio capacity, shall have voting privileges. A per diem shall be paid when the President is serving in the ex-officio capacity. Staff and certain committee members, as allowed in these bylaws, can also serve in an ex officio capacity; in such instances the ex-officio person serves the role of providing information and assistance, has no impact on quorum, has no voting privileges, and is not paid a per diem.

Duties of Committees or Commissions

(An asterisk represents a paid appointment)

Door County Coastal Byway Commission* *(Other Committee Appointments)*

Door County's Coastal Byway, a Wisconsin Scenic Byway, stretches over 66 miles of the Northern Door Peninsula. In 2010, the Door County Coastal Byway Commission was created, and its members are bound by the provisions of an Intergovernmental Agreement, which was executed by representatives of the Villages of Sister Bay, Ephraim and Egg Harbor, and the Towns of Gibraltar, Baileys Harbor, Sevastopol, Liberty Grove and Jacksonport. Each of those municipalities is entitled to have one representative on the Commission. The Village has elected to have a trustee or staff person represent it on the Commission.

Emergency Management and Hazard Mitigation Planning Task Force* *(A Statutorily Dictated Committee)*

Drafts and presents for adoption an Emergency Management Plan and program and a Hazard Mitigation Plan. Recommends a person responsible for plan implementation and to perform the duties outlined by Statute. The task force is comprised of the Village President, two trustees, County Emergency Management Director or their representative, and the Fire Chief. The Village Administrator and Village Clerk (as Recording Secretary) shall also serve on the task force but be non-voting members.

Finance Committee* *(A Standing Committee)*

The Finance Committee shall consist of three trustees and two citizens and oversees the formulation of the annual budget for the Village of Sister Bay. The citizen members shall have two- and three-year staggered terms. The Finance Committee also:

- (a) Acts as the budget hearing committee and receives requests from various Village committees;
- (b) Consolidates and tabulates preliminary budget requests, including outlay and revenue accounts; and,
- (c) Conducts a budget review meeting with the Village Board.

Fire Board* *(A Standing Committee)*

The Sister Bay/Liberty Grove Fire Board is the governing body of the Sister Bay/Liberty Grove Fire Department. The Fire Board shall consist of two members from the Village of Sister Bay and three members from the Town of Liberty Grove and is bound by Ordinance 2025 - 006 and the duties established in Village of Sister Bay Ordinance No. 136-021208 as well as the Intergovernmental Agreement, which is the subject of that Ordinance. The Fire Board shall prepare an annual budget and submit it to the ~~Finance Director~~Village Treasurer for review before the Finance Committee.

Fire District Exploratory Committee* *(Other Committee Appointment)*

In June of 2012, a Fire District Exploratory Committee was created. That committee, which consists of representatives from the Towns of Liberty Grove, Gibraltar, and Egg Harbor, and the Villages of Egg Harbor, Ephraim, and Sister Bay, was charged with studying the impact and value of consolidating certain Northern Door Fire Departments and the services they provide. One trustee or resident with recognized experience and qualifications, one firefighter from the Sister Bay-Liberty Grove Fire Department, and the Fire Chief shall be appointed to represent the Village.

Green Tier Legacy Community Committee *(*Chair is paid; volunteers are unpaid) (An Ad Hoc Committee)*

The Ad Hoc Green Tier Community Committee shall be chaired by the Village President or a Village Trustee. Non-reimbursable volunteer members shall consist of a minimum of three stakeholders. The committee is tasked with suggesting and engaging in activities that lead to the attainment of Green Tier Community status for the Village of Sister Bay. The committee shall report to the Village Board, who will in turn vote on any requests from the committee as to funds, approvals, policies and any other actionable decisions impacting the Village budget. This committee was enacted by the Village Board on June 15, 2021.

Historical Society* *(Other Committee Appointment)*

The trustee who is appointed Historical Society Liaison shall serve as the liaison between the Sister Bay Historical Society and the Board of Trustees.

Holiday Lighting Task Force* *(An Ad Hoc Task Force)*

Established on December 19, 2023 by Resolution No. 2023-027 and amended March 25, 2025 by Resolution No. 2025-003. The Holiday Lighting Task Force is to be comprised of four to seven stakeholders who shall be responsible for reviewing the current holiday decorations and policies, determining if the decorations and policies need to be revised, and how, what the associated budget needs would be, and the timeline for implementation. Recommendations will be made to the Parks, Property & Streets Committee. It is anticipated the Task Force will complete their work within twelve months so any recommendations, if accepted, can be incorporated into the 2026 budget or subsequent budgets. The stakeholders shall serve as volunteers. A trustee may be appointed chair of the task force, but in the event a trustee is not appointed, the task force members shall vote for and appoint a chair and a vice-chair of the task force. Trustees serving on the task force shall be compensated for their time. The Parks Maintenance Supervisor, and the Village Administrator, shall serve as the staff advisors to the task force, but are not required to attend all meetings, rather attend when information is requested of them. Upon cessation of the twelve-month task, the task force is hereby dissolved.

Housing Committee* *(A Standing Committee)*

The Housing Committee shall consist of no less than five nor more than nine Village stakeholders, three members of which shall be trustees. The stakeholders shall serve as volunteers. The committee is tasked with identifying a housing model, impediments to affordable housing, and address design, financing, physical layout as well as other aspects involved in community-provided workforce housing.

Library Commission* *(A Standing Committee)*

The Library Commission shall oversee the use and maintenance of the Sister Bay-Liberty Grove Library building and is responsible for seeing that an ongoing working relationship is maintained with the Door County Library System. The Village's representatives on the Library Commission shall consist of one trustee and two Village residents. There shall also be one Town Board member and two Town residents. A Secretary/Treasurer, who is hired by the Commission, as well as the Sister Bay-Liberty Grove Head Librarian, serve as ex-officio non-voting members. The resident members of the Library Commission will be compensated for their services. The Library Commission shall prepare an annual budget and submit it to the ~~Finance Director~~ Village Treasurer to present to the Finance Committee. [Bhirdo cited an inconsistency between the Committee Bylaws and the Board Bylaws but staff was unable to identify the inconsistency.]

Marina Committee* *(A Standing Committee)*

The Marina Committee shall consist of three trustees, two stakeholders and the Marina Manager. The Marina Manager shall serve as an ex-officio non-voting member. Two alternates shall also be appointed to ensure a quorum is always present at meetings. The Village Board has determined that residents or citizens, and the alternates, who serve on the Marina Committee are entitled to compensation for their services. The Marina Committee shall:

- (a) Provide direction for the operation and maintenance of the Sister Bay Marina;

- (b) Adequately provide for the needs of Marina patrons by planning and implementing Marina improvements;
- (c) Recommend all fees and charges for use of the Sister Bay Marina to the Village Board; and,
- (d) Prepare an annual budget and submit it to the ~~Finance Director~~Village Treasurer for presentation to the Finance Committee.

Parking Task Force* *(An Ad Hoc Task Force)*

Established on December 19, 2023 by Resolution No. 2023-026 and amended March 25, 2025 by Resolution No. 2025-003. The Parking Task Force is comprised of four to seven stakeholders who shall be responsible for analyzing the Village's on-street and off-street public parking situation, associated parking needs, research other communities and their solutions to congestion and parking issues, and make recommendations to the Parks, Property & Streets Committee. It is anticipated the Task Force will complete their work within twelve months so any recommendations, if accepted, can be incorporated into the 2026 budget or subsequent budgets. The stakeholders shall serve as volunteers. A trustee may be appointed chair of the task force, but in the event a trustee is not appointed, the task force members shall vote for and appoint a chair and a vice-chair of the task force. [Conflicts with Board Bylaws] Trustees serving on the task force shall be compensated for their time. The Village Administrator shall serve as the staff advisors to the task force but ~~are~~is not required to attend all meetings, rather attend when information is requested of them. Upon cessation of the twelve-month task, the task force is hereby dissolved.

Parks, Property and Streets Committee* *(A Standing Committee)*

The Parks, Property and Streets Committee shall consist of three trustees, and two resident members. The Village Board has determined that the resident members of the Parks Committee are entitled to compensation for their services. The Parks, Property and Streets Committee shall:

- (a) Provide oversight of activities occurring in the Village Parks, and operate, maintain and improve the Village Park System;
- (b) Be responsible for all repair, maintenance and remodeling of Village owned buildings, including any improvements, except when such authority is specifically delegated to another committee;
- (c) Be responsible for all repair and maintenance of Village roads, sidewalks and trails;
- (d) Ensuring adequate access to technology and broadband infrastructure to public properties and buildings, with the referral of any software needs to the applicable oversight committee; and, [Bhirdo highlighted this section to address a comment at the last Parks meeting where it was stated the Telecommunications & Technology Committee did not have to report to the Parks Committee.]
- (e) Prepare an annual budget and submit it to the ~~Finance Director~~Village Treasurer to present to the Finance Committee.

Personnel Committee* *(A Standing Committee)*

The Personnel Committee shall consist of three trustees. The Personnel Committee shall:

- (a) Consider and review all matters relating to wages, hours, fringe benefits and conditions of employment for Village employees, including discipline, promotion and job descriptions;

- (b) Act on grievances submitted by employees and be the arbitrator between the employees and the Village Board;
- (c) Review requests for new positions from committees; and,
- (d) Prepare an annual budget and submit it to the ~~Finance Director~~Village Treasurer to present to the Finance Committee.

The committee shall also:

1. *Approve, implement, and maintain a mechanism for the performance evaluation of employees as outlined in the Employee Handbook.*
2. *Review and establish employee recruiting, hiring and retention procedures, including review of resumes, observation of interviews of department heads by a member of the committee (typically the Chair) or their designee, and participating in all Department Head Exit Interviews.*
3. *Recommend compensation schedules to the Finance Committee.*
4. *Develop, approve and update personnel policies in the Employee Handbook as needed.*
5. *Consider recommendations from the Village Administrator for the organizational structure and staffing levels of Village departments.*
6. *Review departmental requests for creation, deletion, reallocation, and changes in position (not an individual).*
7. *Periodically review employment application forms and hiring guidelines.*
8. *Responsible for recruitment and interviewing of the Village Administrator, after which a recommendation will be sent to the Village Board for discussion and approval.*
9. *Conduct an annual performance evaluation of the Administrator and make recommendations to the Board as outlined in the Employee Handbook.*

Plan Commission* (A Statutorily Dictated Committee)

Per Wisconsin Statutes, Section 61.35, Villages are bound by the rules established for city planning, as outlined in Stats. 62.23. Those statutes require the Plan Commission consist of seven members, four of which must be resident members. There can also be one ex-officio non-voting resident or citizen member with recognized experience and qualifications related to planning and development. Per Village Bylaws, the Chair shall be the Village President, or their designee from its membership. The Village Board has determined that residents who serve on the Plan Commission are entitled to compensation for their services. The Plan Commission shall promote the public health, safety, comfort, aesthetics, and general welfare of the Village as provided in Chapter 66 of the Village's Code of Ordinances. Chapter 66 provides for administration and enforcement of applicable Ordinances and provides penalties for violations. All members shall, by statute, serve a three-year term.

In the event there is an extended absence of a Village/Zoning Administrator, the Plan Commission Chairperson may elect to act as temporary Zoning Administrator to conduct initial reviews of potential development projects and be available to answer related zoning questions prior to submission to the Plan Commission. The Chairperson shall be compensated as stated in the ordinance adopted by the Village Board which sets the compensation schedule for trustees and committee members.

Sewer and Water Utilities Committee* (A Standing Committee)

The Sewer and Water Utilities Committee was created to oversee and plan all aspects of Sister Bay's Wastewater Treatment Plant, Water, Wastewater Collection and Storm Sewer systems. The Committee makes recommendations to the Village Board. The Committee shall consist of 3 trustees. The Village Administrator and Lead Operator/Utilities Director shall serve as ex-officio non-voting members.

Sister Bay Advancement Association Board of Directors* *(Other Committee Appointments)*

The trustee who is appointed to the Board of Directors for the Sister Bay Advancement Association (SBAA) shall be a voting member of that Board and will also act as the Liaison between the Village Board and the SBAA.

Technology and Telecommunications Committee* *(A Standing Committee, all members paid)*

Created in 2025 via Resolution 2025-020 this committee is to develop a strategic plan for the village as to its technology and telecommunications infrastructure. The committee will meet as needed to review infrastructure needs and alignment with the strategic plan. Membership consists of one trustee and two stakeholders, whom are all paid for their meeting attendance.

TIF Joint Review Board* *(A Statutorily Dictated Committee)*

State law provides for a Joint Review Board (JRB) and defines its members and responsibilities. JRB members represent a taxing jurisdiction (municipality, county, school, technical college). It is the JRB's responsibility to approve or deny the creation or amendment of a Tax Incremental District (TID). If the JRB approves the TID, it viewed or heard convincing evidence of the need for Tax Incremental Financing (TIF) assistance to make the development a reality. The JRB jurisdictions agree to sacrifice some amount of tax revenue for many years into the future expecting the tax base will ultimately increase.

The JRB meets annually before June 30 to review the TID reports and on an as-needed basis to review a request or create or amend a TID.

Tourism Zone Commission* *(Other Committee Appointment)*

The Door County Tourism Zone Commission is an intergovernmental entity established in 2006 by the municipalities in Door County to encourage tourism, the success of which is measured by an increase in overnight stays at various lodging establishments. The Commission is responsible for collecting an 8% tax on room charges, and the Village is bound by Ordinance No. 123-121206, and Resolution No. 160-121206, subsequently amended by Resolution No. 452-02162021, Resolution No. 467-08172021 and Ordinance 284-081721, which relate to the room tax and the creation of an Intergovernmental Tourism Zone Commission.

By the passage of Resolution 369-112117 and Ordinance 256-022118, Sister Bay has been designated as a Premier Resort Area and enacted an additional 0.5% sales tax as allowed by Wis. Stats. Sec. 66.1113(2)(G) and Subchapter X of Chapter 77, Wis. Stats., thereby bringing the total tax rate to 6%. Based upon the room tax collected to date, Sister Bay is entitled to have three members, who shall serve one-year terms and have voting privileges. Per Ordinance 123-121206, the appointment shall not receive pay for attendance from the Commission, but may be reimbursed for travel expenses. This ordinance was superseded by Ordinance 2023-005 which reaffirmed members are not to be paid by the Commission. However, the Village, via Resolution

2023-009, determined the Village would compensate trustees appointed to the Commission for their attendance at meetings.

~~Village Administration Building Review Task Force* (An Ad Hoc Task Force)~~

~~Established on March 25, 2025, per Resolution No. 2025-002, the task force shall be comprised of eight stakeholder members. The task force will review the placement of the future village administration building and its design and interim options for the administration space. This task force will provide its results to the Village Board of Trustees at its June 2025 meeting. Upon cessation of the task, the task force is hereby dissolved.~~

Village Hall Planning Task Force (*Chair is paid; volunteers are unpaid) (A Task Force)

Originally established as a two-year task force assigned the task of determining the best use of the Village Hall, renovations needed, and how to fund those renovations. In 2024 the term of the task force was extended to November 15, 2025, provided a CDBG grant application was awarded funding; if the grant was not awarded, the term was to expire upon notification the application for grant funds was denied. In April 2025 the Village Board decided not to pursue a CDBG grant at that time, so the task force was effectively dissolved. In May 2025 a new task force was established. The task force shall be comprised of at least five but not more than seven voting stakeholders, two of which shall be trustees. With regard to non-trustee appointments, priority shall be given to low to moderate income individuals, those skilled in fundraising, design, and general contracting. The task force shall also include two ex-officio non-voting members, whom shall be Village employees. The ex-officio members shall include the Village Administrator, and the Village Clerk who is the employee responsible for renting the Hall, and who shall also serve as Recording Secretary.

Zoning Board of Appeals* (A Statutorily Dictated Committee)

The Zoning Board of Appeals, which is statutory, shall consist of five residents and two alternate resident members, and is responsible for hearing and deciding appeals of decisions, which are made by the Zoning Administrator. Also, the Zoning Board of Appeals has the power to grant variances from the Village's Zoning Ordinance.

As required by Wisconsin Statutes, 62.23(7)(e)2, members shall be appointed for three-year terms, except that of those first appointed one shall serve for one year, 2 for 2 years and 2 for 3 years. The Village President shall appoint the Chairperson. The President shall also appoint, for staggered terms of 3 years, 2 alternate members of such board, in addition to the 5 members above provided for. Annually, the President shall designate one of the alternate members as 1st alternate and the other as 2nd alternate. The 1st alternate shall act, with full power, only when a member of the board refuses to vote because of interest or when a member is absent. The 2nd alternate shall so act only when the 1st alternate so refuses or is absent or when more than one member of the board so refuses or is absent. The residents serving on the Zoning Board of Appeals shall be compensated for their services at the same rate as a Village appointed committee or commission member, said compensation set by ordinance.

The Zoning Board of Appeals shall adopt their own, separate Rules of Procedure.



STAFF REPORT

2026 FEE SCHEDULE

The below are the changes the committees have proposed to the fee schedule. The fee schedule gets approved by resolution, which will be presented next month. It should be noted our inspection contractor has changes to his fee schedule, which are not listed below.

- Park Rental, Marina and Ice Rink fees are to add tax, not include it in the fee. Fee schedule is to be clear non-profit organizations do not pay the tax.
- Negligent or Willful Septage Discharge - add a second offense, basic forfeiture increases by \$250.
- Liquor Licenses – we previously approved a publication fee of \$30, but it was never added to the fee schedule.
- The Plan Commission reviewed what other municipalities charged for sign permits, and the time involved, and proposes the sandwich board sign fees should make a distinction between those whose copy changes (takes more time) and one whose copy does not change. Proposed is \$50 for changeable script, \$100 non-changeable script. (Currently we charge \$50, regardless of the work involved/script provision.) They also discussed changing the regular sign permit fee from \$100 to \$150-200.
- Parks Committee proposes: Pickleball fees are \$20 for a two-hour block (currently it is \$10); Marina Park to \$2,000; Waterfront Park to \$2,500 for 4-day rentals (Friday-Monday). Also, a penalty of \$1,000 per day for tents left beyond the approved timeframe; gazebo rent increase from \$75 to \$150; Village Hal fee at \$200 per day rather than hourly rates.

Also, we used to put the fee or forfeiture directly in the code, meaning every time a fee changed, the code would need to be amended. For zoning, this became intensive as that code requires a notice in the paper and public hearing before the Plan Commission. As we have been amending codes we have been trying to find all those citations that list a fee in the code itself, and instead having the language direct the reader to the adopted fee schedule. I was hoping to address all these 'errors' in the entire Municipal Code before I retired, but of those that have not been revised, the new Administrator will have to complete this project. Also, some codes cite fees which are not in our fee schedule; those will need to be discussed and added to the schedule at a later date. Please see the attached lists (some may have been corrected as we amended codes.)

Also attached is the current fee schedule.

CITATION/ORD. NOS.**Vehicles/Parking**

- 58.3 Abandoned Vehicles Prohibited – No person shall leave vehicle >72 hours; constitutes a public nuisance. Penalty \$100 plus costs.
- 58.63 Parking in Lots: (First offense \$75, second \$100, plus costs)
- (a) No camping in motor vehicle or trailer in any village lot
 - (b) No vehicle w/trailer, or trailer, in Marina lot >48 hours
 - (c) No parking in Marina lot (Bay Shore Dr) >30 mins.
 - (d) No vehicle w/trailer, or trailer, in Marina Long Term Lot w/o permission and only April-Oct.
 - (e) No parking in Village lot (Post Office, Waterfront Park, Sports Complex, and Municipally owned lot created after Dec 2022) >12 hours
- 58.66 No parking on Streets: (First offense \$50, second \$75 within one year, plus costs)
- (c)1. No boat trailer, motor home, mobile home, etc. >22' in length, on STH 42 or any public street
 - (c)2. No overnight parking on North Bay Shore Drive
 - (c)3. No overnight parking on South Bay Shore Drive or Village Street – receives written warning first, second time gets citation.
- 66.403 Parking in general/zoning (\$250 plus costs)
- 66.0405 Parking in Residential districts (\$250 plus costs)

Short-Term Rentals

- 18.51 License Required (\$500-\$1000 first offense, plus costs)
- 18.4 Operating a lodging establishment w/o permit or not letting the Clerk know how many units are available in your lodging establishment (\$20-\$100 per violation w/each room and each day being a separate violation, plus costs)
- 18.55 Short-Term Rental cannot allow parking off-site/on street, must provide adequate parking on-site
- 18.55 Must contract for refuse service (\$500-\$1000 first offense, plus costs)
- 18.55 Owner or registered agent must reside within 30 miles (\$500-\$1000 first offense, plus costs)
- 18.55 Registered Agent needs contract; contract provided to village (\$500-\$1000 first offense, plus costs)

Other Garbage

- 50.41 Garbage in public view (\$50-\$200 first, second not more than \$1000, plus costs)
- 50.41 Garbage overflowing (\$50-\$200 first, second not more than \$1000, plus costs)
- 50.42 Garbage out to early or at curb longer than allowed (\$50-\$200 first, second not more than \$1000, plus costs)
- 50.63 Materials not recycled properly (\$50-\$200 first, second not more than \$1000, plus costs)

Signs

- 66.0713 Sandwich Board sign w/o permit (\$250 plus costs)
- 66.0713 Sandwich board sign overnight (\$250 plus costs)

Zoning Other

- 66.1000 Cut more trees than allowed (\$250 plus costs)

References to Fees in various chapters of the Municipal Code:

Chapter 1 – General Provisions

Chapter 2 – Administration

Chapter 3 – Establishment of Rules of Order and Organization for All Standing and Special Committees
Section 3.6 Expenses – *should have been corrected with Ord 304?*

Chapter 6 – Alcoholic Beverages

Section 6.10(7)(c) initial issuance fee for Reserve “Class B” license

Section 6.11 License Fees

Chapter 10 – Animals

Chapter 14 – Building and Building Regulations

Section 14.2 Fees as on file in clerk-treasurer’s office

Section 14.16(g) Insurance

Section 14.19 Payment required at time of application

Chapter 18 – Business Regulation

Section 18.3 Room Tax imposed

Section 18.1(e) PRAT tax imposed

Section 18.58 STR fees

Chapter 20 – Cable Television Franchise

Section 20.9 Insurance

Section 20.19 Franchise Fee

Chapter 22 – Fire Prevention and Protection

Chapter 23 – Fire Department and Fire Board

Section 23.11(b) Budget split between Town and Village

Section 23.16 Legal fees

Chapter 26 – Historic Preservation (refers to committee which does not exist)

Chapter 30 – Nuisances

Section 30.21 Inspection Fee

Chapter 34 – Offenses and Miscellaneous Provisions

Chapter 38 – Parks and Recreation

Section 38.11(c) Boat Launch Fee

Chapter 50 – Health and Sanitation

Section 50.46 Rates, fees and charges to be approved annually

Chapter 54 – Land Division and Platting Code

- Section 54.61(d) filing fee per Municipal Code
- Section 54.63(5) filing fee per Municipal Code
- Section 54.65(3) adequate funds for storm water installation
- Section 54.100(d) financial responsibility for public improvements
- Section 54.101(a)(1) – (5) financial guarantees by developer
- Section 54.101(e) and 54.101(e)(1) – (2) future improvements
- Section 54.101(f) outstanding special assessments
- Section 54.105(e) sewer and water extensions
- Section 54.105(i) cost of easements = \$1
- Section 54.105(k) Village cost recovery
- Section 54.105(m) sewer connection fees
- Section 54.114(2) certification of no fees owed or final billing of fees
- Section 54.141(1) payment in lieu of dedication for bikeways in residential areas
- Section 54.160 Administrative fees
- Section 54.162 Includable costs
- Section 54.170 Special charges

Chapter 58 – Traffic and Vehicles

Chapter 62 – Utilities Code (note – the numbering of this chapter is horrid!)

- Section 62.6(d)(2)(c) processing fee of \$50
- Section 62.6(p) special agreements
- Section 62.7 Sewer connection fee
- Section 62.8 Water connection fee
- Section 62.9(h)(a) payment of services
- Section 62.20 Establishment of Impact Fees
- Section 62.25 Payment of fees
- Section 62.26 Installment payments
- Section 62.28 Impact fee amounts

References to Penalties in various chapters of the Municipal Code:

Chapter 1 – General Provisions

Section 1.11 Schedule of Deposits

Section 1.13 Deposit for forfeiture in lieu of court appearance

Section 1.14 Deposit for forfeiture in lieu of court appearance for continuing violations

Chapter 2 – Administration

Chapter 3 – Establishment of Rules of Order and Organization for All Standing and Special Committees

Chapter 6 – Alcoholic Beverages

Chapter 10 – Animals

Section 10.1(b) \$25 fine for first offense, \$50 for subsequent offenses

Chapter 14 – Building and Building Regulations

Section 14.20 not less than \$100, nor more than \$1000 daily per offense

Chapter 18 – Business Regulation

Section 18.3(f) delinquent room tax (not collected by the Village so not sure how well this is being followed)

Section 18.4(d) not less than \$20 nor more than \$100 for failing to acquire permit

Section 18.57(a) not less than \$500, nor more than \$1000 for first offense; not less than \$1000 nor more than \$2000 for second offense; not less than \$2500 nor more than \$5000 for third and subsequent offenses pertaining to STR's

Section 18.58 STR late fee of \$100

Chapter 20 – Cable Television Franchise

Section 20.27(a) fines not to exceed \$500 per violation

Chapter 22 – Fire Prevention and Protection

Section 22.405 False Alarm Calls (not collected by the Village)

Section 22.501 failure to correct fire hazard as identified by Fire Chief, not less than \$100 nor more than \$500.

Chapter 23 – Fire Department and Fire Board

Chapter 26 – Historic Preservation (refers to committee which does not exist)

Section 26.8 set penalties as per Chapter 1, Section 12

Chapter 30 – Nuisances

Section 30.4(d)(1) not less than \$500 per violation (graffiti)

Section 30.4(d)(2) parental liability per Wis. Stats. 895.035

Section 30.4(f)(1) not less than \$100, nor more than \$500 (graffiti abatement)

Section 30.11(3) penalties Chapter 1

Section 30.12(b) min of \$125, max of \$250 per offense (compression brakes)

Section 30.32(b) not less than \$100 nor more than \$500 for first offense
 Section 30.32(c) not less than \$500 nor more than \$1000 for subsequent violations

Chapter 34 – Offenses and Miscellaneous Provisions

Section 34.1(a) \$1.00 to \$500.00 forfeitures for violating state statutes
 Section 34.3(d) not more than \$300 (fish cleaning)

Chapter 38 – Parks and Recreation

Section 38.3(g) charges for cost of cleaning or repair of damages
 Section 38.30(a) \$300 plus court costs per violation

Chapter 50 – Health and Sanitation

Section 50.00(b)(3) up to \$50 for litter
 Section 50.23(e)(4) penalties per Section 50.67
 Section 50.42(m) stoppage of service for failure to pay
 Section 50.67(c) not more than \$50 for first violation, not more than \$200 for second violation, not more than \$1000 for third violation
 Section 50.67(d) specific violations of Sections 50.20-50.22 of not less than \$50 nor more than \$500 per offense

Chapter 54 – Land Division and Platting Code

Section 54.191(b)(1) -54.191(b)(7) forfeitures as prescribed in the Municipal Code (no other reference given)
 Section 54.191(b)(8) not less than \$50 nor more than \$200 plus costs of prosecution or up to 30 days in jail for failure to comply with Official Map

Chapter 58 – Traffic and Vehicles

Section 58.1(c) not less than \$100 nor more than \$200 per violation (snow/ice removal)
 Section 58.2(d) penalties per Section 1.12
 Section 58.3(f) not to exceed \$100 per offense
 Section 58.32(d) \$50 per occurrence (Low-speed vehicle violations)
 Section 58.64 not less than \$50 nor more than \$75 for first offense, not less than \$75 nor more than \$100 per second or subsequent offense within one year
 Section 58.66(e)(1) not less than \$50 for first offense nor more than \$75 for second or subsequent offenses within one year
 Section 58.96 per State Snowmobile penalties Wis. Stats. 350.11(1)(a)

Chapter 62 – Utilities Code (note – the numbering of this chapter is horrid!)

Section 62.6(c)(1) tax lien if mandatory hookup not completed after written notices
 Section 62.6(c)(2) penalty in lieu of Section 62.(c)(1) after written notice, could lead to tax lien
 Section 62.6(d)(2)(c) penalties per Section 6 for failure to obtain private well permit
 Section 62.6(d)(5)(g) late fee for disposal of septage between December and March per haulers fee schedule
 Section 62.9(h)(a) late payment charges
 Section 62.10(a) late penalties for delinquent payment of utility bills
 Section 62.10(b) allows for property liens per State Stats 66.0821(4)(d) and 66.0809
 Section 62.15(b)(1) written notice to correct violation

Section 62.15(b)(2) revocation of grant of septage disposal

Section 62.15(b)(3) loss of service for violations

Section 62.15(e) failure to abandon well assess as special tax

Section 62.15(f) discontinuation of water service for cross connection violations

Section 62.15(g) not less than \$100 nor more than \$1000 for violations of Chapter 62

Section 62.15(h) continued violations result in not less than \$500/day or imprisonment of up to 5 days

ATTACHMENT A
VILLAGE OF SISTER BAY FEE SCHEDULE
Effective January 1, 2025
(Fees Are Per Code Unless Listed Herein)

ZONING AND DEVELOPMENT

Preliminary Subdivision Plats	\$1000 plus \$50 per lot
Final Plat	\$1000
Residential Condominium Plat	\$500 plus \$50 per lot
Final Plat	\$1000
Commercial Condominium Plat	\$500 plus \$50 per business unit
Final Plat	\$1000
Certified Survey Maps	\$500
Final Map	No Charge
Driveway/Approach Permits	\$150
Land Disturbance	\$500 plus \$1000 retainer to ensure completion
Plan Comm. Site Plan and Building Plan Review	\$1500
Plan Comm. Preliminary/Courtesy Review	\$500
Change Plans After Initial Review	\$200 each new staff review required/\$500 each new Plan Comm review required
Landscaping Plan Review (if not part of Site Plan Review)	\$500 max (hourly)
Parking Plan Review (if not part of Site Plan Review)	\$500 max (hourly)
Festival and Tent Permit	\$25
Sign Permit	\$100
Sandwich Board Sign	\$50
Special Event or Fundraising	\$100 (no fee to VOSB non-profit organizations)
Special Plan Commission or Board Meeting	\$750 min (fee based on actual costs)
STR Plan Commission Request	\$500
Official Map Amendment	\$1500
Plan Amendment	\$2000
Zoning Code Text Amendment	\$1500
Conditional Use Permit - Residential	\$500
Conditional Use Permit -Commercial	\$1000
Amendment to Conditional Use Permit	\$500
Reconsideration of Plan Commission	\$1000
Planned Unit Development	\$2,000 min + \$50 per unit
Appeal to Zoning Board of Appeals	\$1000
Appeal STR Decision to Board	\$500
Standard Zoning Permit	\$500
Zoning Permit Accessory Use Structure	\$100
Floodplain Zoning Permit	\$500
Engineering Analysis	Cost
Village Property Status Reports	\$50
Development Agreement	\$1000
Fee in Lieu of Parking	\$1000 per stall per year
Road Cut Fee	\$300 plus \$2000 retainer to ensure completion
Work in Right-of-Way	\$300 plus \$2000 retainer to ensure completion
Razing Permit	\$200
Project Started or Completed w/o Permit	Double permit fee

BUILDING INSPECTION FEES**Contractor: Brett Guilette****A. RESIDENTIAL - 1 & 2 Family**

1. New Structure 1 & 2 Family Homes:
Fees include building, electric, plumbing, HVAC and erosion
(Fees based on sq. ft. of all living area, full basement, deck, and garage)

0 - 1499 sq. ft.	\$850.00
1500 – 1999 sq. ft.	\$1000.00
2000 – 2499 sq. ft.	\$1100.00
2500 – 3000 sq. ft.	\$1150.00
>3000 sq. ft.	\$1150.00 + \$.10 per sq. ft. > 3000 sq. ft.
- Manufactured Dwellings (modular) \$500.00 + any additions or garage per
- #3 State Seal \$35.00 (all new homes)
- Community Development Fee \$300/occupancy unit
2. Additions/Remodeling/ Alterations:

Building	\$.11 sq. ft. (all areas)	\$75.00 minimum
Electric, Plumbing, HVAC	0 to 500 sq. ft.	\$50.00 (each)
	501 to 1000 sq. ft.	\$60.00
	(each) 1001 to 1300 sq. ft.	\$75.00
	(each) 1301 to 2000 sq. ft.	\$100.00
	(each) 2001 to 2500 sq. ft.	\$125.00
	(each)	
	> 2500 sq. ft.	\$.05 per sq. ft. (each)
- Erosion \$40.00 additions only (below grade > 400 sq. ft.)
- Community Development Fee \$300/additional occupancy unit
3. Electric Service \$75.00 Residential
4. Manufactured Homes \$200.00 (fee includes slab, electric service, occupancy) (HUD homes or house trailers)
- Community Development Fee \$300/additional occupancy unit
5. Temporary Occupancy \$50.00
6. Early Start \$50.00 (footing and foundation only)

B. ACCESSORY STRUCTURES - Detached Garages, Storage Buildings & Decks (all sizes)

Building	\$0.10 per sq. ft.	\$50.00 minimum
Electric, Plumbing, HVAC	\$0.05 per sq. ft.	\$40.00 minimum (each)

C. COMMERCIAL - Non-State Reviewed Plans

1. New buildings, additions, alterations, remodels:

Building	\$0.12 per sq. ft.	\$75.00 minimum
Electric, plumbing, HVAC	0 to 600 sq. ft.	\$60.00 (each)
	601 to 1250 sq. ft.	\$75.00 (each)
	1251 to 1700 sq. ft.	\$100.00 (each)
	1701 to 2100 sq. ft.	\$125.00 (each)
	2100 to 2500 sq. ft.	\$150.00 (each)
	>2500 sq. ft.	\$0.06 per sq. ft. (each)
- Storage buildings, warehouse, detached garage \$.10 per sq. ft.
- Community Development Fee \$500/occupancy unit
2. Temporary Occupancy, Change of Use, Occupancy. \$50.00
3. Early Start \$100.00
4. Electric Service \$75.00
5. Erosion Control \$75.00

6. Plan Review (plans that do not require state review) \$100.00

D. COMMERCIAL - State Reviewed Plans Only

Building	\$0.20 per sq. ft.	\$200.00 minimum
Electric, Plumbing, HVAC	\$0.10 per sq. ft.	\$75.00 minimum (each)
Community Development Fee	\$500/occupancy unit	

E. MISCELLANEOUS

Re-inspection fee	\$30.00
Failure to call for inspection	\$30.00
Double fees are due if work is started before permit is issued	
Extension to permit (permits are valid for 24 months)	25% of original
fees Agricultural buildings	\$50 minimum

(Fees continued on next page...)

COMMERCIAL PLAN REVIEW FEES**Contractor: E-Plan Exam****(Per Contract Dated 12/22/22, Amended 1/17/23)**

COMMERCIAL PLAN REVIEW FEE SCHEDULE – BUILDING/HVAC/FIRE ALARM/FIRE SUPPRESSION				
1. New construction, additions, alterations and parking lots fees are computed per this table.				
2. New construction and additions are calculated based on total gross floor area of the structure.				
3. A separate plan review fee is charged for each type of plan review.				
Area (Square Feet)	Building Plans	HVAC Plans	Fire Alarm System Plans	Fire Suppression System Plans
Less than 2,500	\$300	\$180	\$100	\$100
2,500 - 5,000	\$350	\$250	\$100	\$100
5,001 - 10,000	\$600	\$350	\$150	\$150
10,001 - 20,000	\$800	\$450	\$200	\$200
20,001 - 30,000	\$1,200	\$600	\$250	\$250
30,001 - 40,000	\$1,600	\$900	\$400	\$400
40,001 - 50,000	\$2,100	\$1,200	\$550	\$550
50,001 - 75,000	\$2,900	\$1,600	\$800	\$800
75,001 - 100,000	\$3,600	\$2,200	\$1,100	\$1,100
100,001 - 200,000	\$6,000	\$2,900	\$1,400	\$1,400
200,001 - 300,000	\$10,500	\$6,700	\$3,300	\$3,300
300,001 - 400,000	\$17,500	\$9,800	\$4,800	\$4,800
400,001 - 500,000	\$18,500	\$12,000	\$6,300	\$6,300
Over 500,000	\$20,000	\$13,500	\$7,100	\$7,100
Note:	1. A Plan Entry Fee of \$200.00 shall be submitted with each submittal of plans in addition to the plan review and inspection fees.			
	2. At the sole discretion of the Supervisor of Building Inspection and Plans Examiner; Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.			
Determination of Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.			
Structural Plans and other Component Submittals	When submitted separately from the general building plans, the review fee for structural plans, precast concrete, laminate wood, beams, cladding elements, other facade features or other structural elements, the review fee is \$250.00 per plan with an additional \$200.00 plan entry fee per each plan set.			
Accessory Buildings	The plan review fee for accessory buildings less than 500 square feet shall be \$125.00 with the plan entry fee waived.			
Early Start	The plan review fee for permission to start construction shall be \$125.00 for all structures less than 2,500 sf. All other structures shall be \$200.00. The square footage shall be computed as the first floor of the building or structure.			
Plan Examination Extensions	The fee for the extension of an approved plan review shall be 50% of the original plan review fee, not to exceed \$3,000.00.			
Resubmittals & revisions to approved plans	When deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans, the review fee shall be \$75.00. Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate.			

Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of \$500.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees, structural components and base fees applied to a project.				
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.				
COMMERCIAL PLAN REVIEW FEE SCHEDULE – PLUMBING					
1. New construction, alterations and remodeling fees are computed per the following table					
2. New construction fee is calculated based on square footage of the area constructed.					
3. Alterations and remodeling fee is based on the number of plumbing fixtures.					
Area (Square Feet) (New Construction & Additions)	Plumbing Plan Review Fee		Number of Fixtures (Alteration, Remodeling, and Site Work)	Plumbing Plan Review Fee	
Less than 3,000	\$300		<15	\$200	
3,001 - 4,000	\$400		16-25	\$300	
4,001 - 5,000	\$550		26-35	\$450	
5,001 – 6,000	\$650		36-50	\$550	
6,001 – 7,500	\$700		51-75	\$800	
7,501 – 10,000	\$850		76-100	\$900	
10,001 – 15,000	\$900		101-125	\$1,050	
15,001 – 20,000	\$950		126-150	\$1,150	
20,001 – 30,000	\$1,100		>151	\$1,150	
30,001 – 40,000	\$1,250		Plus \$160 for each additional 25 fixtures (rounded up) beyond 150 Fixtures		
40,001 – 50,000	\$1,550				
50,001 – 75,000	\$2,100				
Over 75,000	\$2,500				
Plus \$0.0072 per each additional sq. ft. over 75,000 sq. ft.					
Note:	1. A Plan Entry Fee of \$200.00 shall be submitted with each submittal of plans in addition to the plan review and inspection fees.				
	2. At the Sole discretion of the Supervisor of Building Inspection and Plans Examiner; Fees may be modified, reduced or waived based on scope of services, project type, or other relevant factors.				
Determination of Area	The area of a floor is the area bounded by the exterior surface of the building walls or the outside face of columns where there is no wall. Area includes all floor levels such as subbasements, basements, ground floors, mezzanines, balconies, lofts, all stories, and all roofed areas including porches and garages, except for cantilevered canopies on the building wall. Use the roof area for free standing canopies.				
Resubmittals & revisions to approved plans	When deemed by the reviewer to be a minor revision from previously reviewed and/or approved plans, the review fee shall be \$75.00. Any significant changes or alterations beyond minor amendments as determined by the Plans Examiner and Building Inspection Department may result in additional charges as appropriate.				
Submittal of plans after construction	Where plans are submitted after construction, the standard late submittal fee of \$500.00 will be assessed per each review type that occurred after construction. This is in addition to any other plan entry fees and base fees applied to a project.				
Expedited Priority Plan Review	The fee for a priority plan review, which expedites completion of the plan review in less than the normal processing time when the plan is considered ready for review, shall be 200% of the fees specified in these provisions.				

CITATIONS (VIOLATIONS OF MUNICIPAL CODE)

	Basic Deposit (Forfeiture)	Penalty Surcharge (26%)	Jail Surcharge & Crime	Automation, Court Support & Justice Info Fees	Court Costs (Clerk's Fee)	Total Deposit
Disorderly Conduct	\$100.00	\$26.00	\$23.00	\$89.50	\$25.00	\$263.50
Parking Citations (First Offense)	\$55.00	\$14.30	\$23.00	\$89.50	\$25.00	\$206.80
Parking Citations (Second Offense)	\$75.00	\$19.50	\$23.00	\$89.50	\$25.00	\$232.00
Park Regulation Violations	\$55.00	\$14.30	\$23.00	\$89.50	\$25.00	\$206.80
Zoning Violations (Citation increases by \$50 for second and subsequent offenses of the same code section)	\$250.00	\$65.00	\$23.00	\$89.50	\$25.00	\$452.50
Sign Violations	\$250.00	\$65.00	\$23.00	\$89.50	\$25.00	\$452.50
Land Division Violations	\$50-200.00	\$Varies	\$23.00	\$89.50	\$25.00	\$Varies
Nuisance Code Violations (First Offense)	\$100.00	\$26.00	\$23.00	\$89.50	\$25.00	\$263.50
Nuisance Code Violations (Second Offense)	\$250.00	\$65.00	\$23.00	\$89.50	\$25.00	\$452.50
Other Violations	\$25.00	\$6.50	\$23.00	\$89.50	\$25.00	\$169.00
Negligent or Willful Septage Discharge	\$500.00	\$130.00	\$23.00	\$89.50	\$25.00	\$767.50
Failure to Clean Septage Receiving Screen	\$100	\$26.00	\$23.00	\$89.50	\$25.00	\$263.50
Short-Term Rental Violation Forfeitures per Ord No. 2023-006 plus surcharges and fees above						

LICENSES & MISCELLANEOUS FEES

<u>License</u>	
Dog License— Unaltered	\$10
Dog License - Spayed or Neutered	\$5
Dog License Late Fee (after March 31)	\$25
Operator's License – 1 year	\$15
Operator's License – 2 year	\$25
Short-Term Rental License	\$1500 initial license; \$1000 if licensed in previous year, plus \$150 each time an application must be returned for completion or additional information
Mobil Food Vendor License	\$500
Cigarette, Electronic Vaping Device & Tobacco Retailers	\$50
Temporary Class "B" Beer (Picnic) License	\$10
Class "A" Beer License	\$100
"Class A" Liquor License	\$500
Class "B" Beer License	\$100
"Class B" Liquor License	\$500
Class "C" Wine License	\$100
300-Seat "Class B" Liquor License	\$500 (<i>subject to licensing criteria and initial issuance fee*</i>)
*Initial Issuance Fee – Reserve Liquor Licenses	\$20,000
Liquor License Publication Fee	\$30

Fees & Taxes

Register of Deed Recording Fees	\$75 minimum (varies by document type, pages, county recording fees, staff time, mileage)
Copies of Recorded Documents	County fee plus staff time and mileage – minimum of \$2 first page, \$1 each additional page above county fee
Notary Services	\$5/document
Public Records Copying Fee	\$0.25/page, plus postage, if applicable (research fee may be applied if the record is not readily available)
Fax Charge	\$0.25/page
Public Records Requests	\$0.25/page, plus postage and staff time (hourly rate, deposit required)
Special Assessment Letter Request – Village	\$30
Special Assessment Letter Request – Utilities	\$30
Sales Tax	5.50%
Room Tax	8.00%
Premier Resort Area Tax	0.05%
Nonsufficient Fees Charge	\$25

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

Facility Rentals:

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

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

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

SEWER & WATER

As prescribed by the Public Service or Commission or adopted by the Sewer and Water Utility Committee in the preceding summer. Refer to Committee minutes for most recent rate schedule.

MARINA**Launch Fees:**

Daily Launch Pass	\$10.00
Non-Commercial Seasonal Launch Pass	\$100.00
Commercial Seasonal Launch Pass	\$300.00

Dockage Rates:

Seasonal Slip - Sister Bay Property Owner	\$149.00/ft. of slip
Seasonal Slip – Non-Sister Bay Prop. Owner	\$157.00/ft. of slip
In-Season Transient dockage (Based on Length of boat) - May 15-Oct. 17	\$2.65 + tax/per foot 20'-39' \$2.75 + tax/per foot 40'-49' \$2.85 + tax/per foot 50'-59' \$2.95 + tax/per foot 60'-69' \$3.05 + tax/per foot 70'+
Late Season Transient dockage – Lmted. Avail. Su-Th ONLY, weekends are regular rates Sept. 15 - Oct. 15	\$35.00/day (Su-Th ONLY)
Failure to Remove Boat at Close of Season (Oct. 15 is Marina Closing)	\$2.50/ft. per day, 20' minimum

Commercial Vendor Fees:

1.5 x Seasonal Property Owner Rate for 2025

Miscellaneous:

Sanitary Pump Out	\$25.00 (up to 60 gallons) – PAY IN ADVANCE
Ice – 7.5 lb. bag	\$2.50
Ice – 10 lb. block	\$3.50
Water & Gatorade	\$2.00
Candy	\$2.00
Washer/Dryer Use	Washer \$2.00 per load/Dryer \$2.00 per load
Laundry Detergent, Fabric Sheets	\$1.00

All fees are due upon receipt of service unless alternate arrangements have been made with the Marina Manager. Late payment charge of 1%, but not less than \$0.50, applies and will be assessed on a monthly basis.



STAFF REPORT

NEW PARKS BUILDING EXPENSES

We have received the last invoice on the parks building. It was budgeted at \$4 million and cost \$3,964,223. This however included the new lateral (the one that spans the Sports Complex and will now serve the concession stand and ultimately a new community center/warming house); this cost was not anticipated, at a cost of \$243,625. This leaves \$35,776 for the cold storage building repairs, which is to be completed by staff/contractors.

The detailed breakdown is as follows:

Electric to Building	\$2378	Petroleum Service	\$16,486
Construction	\$3,408,339	WPS	\$17,995
Asbestos Removal	\$1985	Run Fiber to Site	\$16,360
Propane	\$5524	Civil Engineering	\$39,975
Internet Wiring	\$3010	Landscaping	\$1275
Bid Advertisement	\$131		
Sewer Lateral	\$243,625		
Building Inspection	\$3420		
Arch/Engineer/Mngmnt			
& Plan Approval	\$191,284		
Soil Testing	\$10,325		
VOSB Sewer/Water	\$2112		

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Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Only paid invoices included.

Invoice Detail.Input date = 10/18/2025-11/14/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided	GL
12242									
12242	GA COMPUTER SERVICES	6954	BACK UP INTERNET	10/27/2025	90.00	90.00	10/31/2025		690
12242	GA COMPUTER SERVICES	6961	SSL CERT	10/27/2025	210.00	210.00	10/31/2025		690
12242	GA COMPUTER SERVICES	INV-7022	NETWORK MIGRATION-W	10/19/2025	128.00	128.00	10/24/2025		610
12242	GA COMPUTER SERVICES	INV-7022	WIFI ACCESS POINT-CONF RO	10/19/2025	64.00	64.00	10/24/2025		610
12242	GA COMPUTER SERVICES	INV-7022	NETWORK MIGRATION-WW	10/19/2025	236.00	236.00	10/24/2025		620
12242	GA COMPUTER SERVICES	INV-7022	WIFI ACCESS POINT-CONF RO	10/19/2025	118.00	118.00	10/24/2025		620
12242	GA COMPUTER SERVICES	INV-7022	NETWORK MIGRATION-C	10/19/2025	36.00	36.00	10/24/2025		630
12242	GA COMPUTER SERVICES	INV-7022	WIFI ACCESS POINT-CONF RO	10/19/2025	18.00	18.00	10/24/2025		630
12242	GA COMPUTER SERVICES	INV-7059	WORKJ VSB - UTILITIES OFFIC	11/13/2025	64.00	64.00	11/13/2025		610
12242	GA COMPUTER SERVICES	INV-7059	WORKJ VSB - UTILITIES OFFIC	11/13/2025	118.00	118.00	11/13/2025		620
12242	GA COMPUTER SERVICES	INV-7059	WORKJ VSB - UTILITIES OFFIC	11/13/2025	18.00	18.00	11/13/2025		630
13260									
13260	BHIRDO'S BY THE BAY	19895	VEHICLE FUEL ALLOCATION-W	10/31/2025	134.87	134.87	11/07/2025		610
13260	BHIRDO'S BY THE BAY	19895	VEHICLE FUEL ALLOCATION-W	10/31/2025	248.67	248.67	11/07/2025		620
13260	BHIRDO'S BY THE BAY	19895	VEHICLE FUEL ALLOCATION-C	10/31/2025	37.93	37.93	11/07/2025		630
13260	BHIRDO'S BY THE BAY	September 202	VILLAGE GAS	10/30/2025	190.09	190.09	10/31/2025		100
13260	BHIRDO'S BY THE BAY	September 202	SHUTTLE BUS GAS	10/30/2025	370.88	370.88	10/31/2025		100
14309									
14309	ELAN FINANCIAL SERVICES	September 202	ADOBE ADMIN	10/23/2025	21.09	21.09	10/24/2025		100
14309	ELAN FINANCIAL SERVICES	September 202	BEEN VERIFIED ADMIN	10/23/2025	28.37	28.37	10/24/2025		100
14309	ELAN FINANCIAL SERVICES	September 202	ADOBE ADMIN	10/23/2025	253.07	253.07	10/24/2025		100
14309	ELAN FINANCIAL SERVICES	September 202	CLERKMINUTES HEYGOW	10/23/2025	269.10	269.10	10/24/2025		100
14309	ELAN FINANCIAL SERVICES	September 202	WMCA CLERK	10/23/2025	50.00	50.00	10/24/2025		100
14309	ELAN FINANCIAL SERVICES	September 202	WMCA CLERK	10/23/2025	65.00	65.00	10/24/2025		100
14309	ELAN FINANCIAL SERVICES	September 202	LOCAL GOVERNMENT EDUCATI	10/23/2025	179.00	179.00	10/24/2025		100
14309	ELAN FINANCIAL SERVICES	September 202	PM-ELECTRODE ONSITE/HOME	10/23/2025	110.62	110.62	10/24/2025		100
14309	ELAN FINANCIAL SERVICES	September 202	LIFT ROLLER ASSEMBLY	10/23/2025	40.98	40.98	10/24/2025		100
14309	ELAN FINANCIAL SERVICES	September 202	HYPER TOUGH CABLE TIE	10/23/2025	154.00	154.00	10/24/2025		100
14309	ELAN FINANCIAL SERVICES	September 202	FLOWER POTS GIRLS GIFT CA	10/23/2025	649.93	649.93	10/24/2025		100
14309	ELAN FINANCIAL SERVICES	September 202	PACK AND SHIP-CONSESSION	10/23/2025	105.00	105.00	10/24/2025		400
14309	ELAN FINANCIAL SERVICES	September 202	CROSS CONNECT TRAINING-N	10/23/2025	88.29	88.29	10/24/2025		610
14309	ELAN FINANCIAL SERVICES	September 202	CLERKMINUTES HEYGOW	10/23/2025	9.57	9.57	10/24/2025		610
14309	ELAN FINANCIAL SERVICES	September 202	CROSS CONNECT TRAINING-N	10/23/2025	13.18	13.18	10/24/2025		610
14309	ELAN FINANCIAL SERVICES	September 202	GRAINGER-OEM BLOWER: 5 1/	10/23/2025	185.50	185.50	10/24/2025		610
14309	ELAN FINANCIAL SERVICES	September 202	CLERKMINUTES HEYGOW	10/23/2025	17.64	17.64	10/24/2025		620
14309	ELAN FINANCIAL SERVICES	September 202	PLC WWTP SHIPPING	10/23/2025	15.80	15.80	10/24/2025		620
14309	ELAN FINANCIAL SERVICES	September 202	CLERKMINUTES HEYGOW	10/23/2025	2.69	2.69	10/24/2025		630
14309	ELAN FINANCIAL SERVICES	September 202	WISCONSINE MARINE ASSOC	10/23/2025	300.00	300.00	10/24/2025		690
14309	ELAN FINANCIAL SERVICES	September 202	ASSOCIATION OF MAR	10/23/2025	100.00	100.00	10/24/2025		690
14310									
14310	CAPTAIN COMMODOES INC	I2003	SLUDGE HAULING	10/02/2025	5,994.67	5,994.67	11/07/2025		620
14310	CAPTAIN COMMODOES INC	I2422	COMMODE RENTAL-WWTP	10/01/2025	125.00	125.00	11/07/2025		620
14310	CAPTAIN COMMODOES INC	I2509	COMMODE RENTAL-WWTP	10/29/2025	125.00	125.00	11/07/2025		620
17506									
17506	CELLCOM	378058	CELLPHONES- W	11/05/2025	98.34	98.34	11/13/2025		610
17506	CELLCOM	378058	CELLPHONES- WW	11/05/2025	181.32	181.32	11/13/2025		620
17506	CELLCOM	378058	CELLPHONES- C	11/05/2025	27.66	27.66	11/13/2025		630
20438									
20438	DEPT OF EMPLOYEE TRUS	125300020251	HEALTH INS. - EMPLOYER AMT	11/06/2025	22,205.82	22,205.82	11/07/2025		100
20438	DEPT OF EMPLOYEE TRUS	125300020251	HEALTH INS. - EMPLOYEE AMT	11/06/2025	3,918.68	3,918.68	11/07/2025		100

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20438	DEPT OF EMPLOYEE TRUS	125300020251	DENTAL INS. - EMPLOYER AMT	11/06/2025	848.27	848.27	11/07/2025		100
20438	DEPT OF EMPLOYEE TRUS	125300020251	DENTAL INS. - EMPLOYEE AMT	11/06/2025	149.69	149.69	11/07/2025		100
20457									
20457	DOOR COUNTY REGISTER	4096119	ZONING MAPS	10/22/2025	30.00	30.00	10/31/2025		100
20512									
20512	EFTPS - ONLINE 941 PAYME	PR1025250	PRINT PAPER CHECK TO UPDA	10/29/2025	3,129.76	3,129.76	10/29/2025		100
20512	EFTPS - ONLINE 941 PAYME	PR1025250	PRINT PAPER CHECK TO UPDA	10/29/2025	3,129.76	3,129.76	10/29/2025		100
20512	EFTPS - ONLINE 941 PAYME	PR1025250	PRINT PAPER CHECK TO UPDA	10/29/2025	731.97	731.97	10/29/2025		100
20512	EFTPS - ONLINE 941 PAYME	PR1025250	PRINT PAPER CHECK TO UPDA	10/29/2025	731.97	731.97	10/29/2025		100
20512	EFTPS - ONLINE 941 PAYME	PR1025250	PRINT PAPER CHECK TO UPDA	10/29/2025	4,686.10	4,686.10	10/29/2025		100
20512	EFTPS - ONLINE 941 PAYME	PR1108250	PRINT PAPER CHECK TO UPDA	11/12/2025	2,598.87	2,598.87	11/12/2025		100
20512	EFTPS - ONLINE 941 PAYME	PR1108250	PRINT PAPER CHECK TO UPDA	11/12/2025	2,598.87	2,598.87	11/12/2025		100
20512	EFTPS - ONLINE 941 PAYME	PR1108250	PRINT PAPER CHECK TO UPDA	11/12/2025	607.81	607.81	11/12/2025		100
20512	EFTPS - ONLINE 941 PAYME	PR1108250	PRINT PAPER CHECK TO UPDA	11/12/2025	607.81	607.81	11/12/2025		100
20512	EFTPS - ONLINE 941 PAYME	PR1108250	PRINT PAPER CHECK TO UPDA	11/12/2025	3,606.94	3,606.94	11/12/2025		100
20514									
20514	ERC INC	ERC-IN-10026	EAP BENEFITS - ADMIN	11/01/2025	22.97	22.97	11/13/2025		100
20514	ERC INC	ERC-IN-10026	EAP BENEFITS - CLERK	11/01/2025	11.48	11.48	11/13/2025		100
20514	ERC INC	ERC-IN-10026	EAP BENEFITS - FINANCE	11/01/2025	11.48	11.48	11/13/2025		100
20514	ERC INC	ERC-IN-10026	EAP BENEFITS - PARKS & STRE	11/01/2025	57.42	57.42	11/13/2025		100
20514	ERC INC	ERC-IN-10026	EAP BENEFITS - WATER	11/01/2025	20.68	20.68	11/13/2025		610
20514	ERC INC	ERC-IN-10026	EAP BENEFITS - WASTEWATER	11/01/2025	41.35	41.35	11/13/2025		620
20514	ERC INC	ERC-IN-10026	EAP BENEFITS - COLLECTION	11/01/2025	6.89	6.89	11/13/2025		630
20514	ERC INC	ERC-IN-10026	EAP BENEFITS - MARINA	11/01/2025	11.48	11.48	11/13/2025		690
30701									
30701	FRONTIER	Oct259201590	PHONES-W	10/25/2025	120.83	120.83	11/07/2025		610
30701	FRONTIER	Oct259201590	PHONES-WW	10/25/2025	120.82	120.82	11/07/2025		620
30750									
30750	GOING CO INC	123964 10/1/20	RECYCLING- MARINA	10/01/2025	138.07	138.07	10/24/2025		690
30750	GOING CO INC	123964 10/1/20	GARBAGE- MARINA	10/01/2025	419.06	419.06	10/24/2025		690
30750	GOING CO INC	294650	WWTP RUBBISH REMOVAL	11/01/2025	141.53	141.53	11/07/2025		620
30751									
30751	GREAT-WEST TRUST COMP	PR1025250	Great West Deferred Comp. DEF	10/29/2025	160.00	160.00	10/29/2025		100
30751	GREAT-WEST TRUST COMP	PR1025250	Great West Deferred Comp. DEF	10/29/2025	100.00	100.00	10/29/2025		100
30751	GREAT-WEST TRUST COMP	PR1108250	Great West Deferred Comp. DEF	11/12/2025	160.00	160.00	11/12/2025		100
30751	GREAT-WEST TRUST COMP	PR1108250	Great West Deferred Comp. DEF	11/12/2025	100.00	100.00	11/12/2025		100
31809									
31809	HSABANK	Julie Thyssen	EMPLOYER CONTRIBUTION - J	11/11/2025	775.00	775.00	11/13/2025		100
31809	HSABANK	Nov 2025	EMPLOYEE CONTRIBUTION - N	11/04/2025	435.00	435.00	11/07/2025		100
31825									
31825	HOLIDAY WHOLESALE	2173821	CAPPUCCINO MACHINE	10/24/2025	1,300.00	1,300.00	11/07/2025		205
40963									
40963	INSPECTION SPECIALISTS	Refund 11605	REFUND PERMIT FEE S/B LIB G	10/30/2025	7.50	7.50	10/31/2025		100
41011									
41011	JIM'S GOLF CARS INC	8883	BATTERIES - 8 VOLT	10/10/2025	1,090.41	1,090.41	10/24/2025		100
41212									
41212	ROBERT E LEE & ASSOC IN	89576	ORCHARD DR SEWER & WATE	10/22/2025	82.50	82.50	10/31/2025		400
41218									
41218	AIRGAS	5520109174	RENTAL FOR ARGON, ACETYLE	10/31/2025	63.76	63.76	11/13/2025		620
41319									
41319	MAY'S SPORT CENTER	CK#052409	MOWER REPAIR	10/14/2025	264.59	264.59	10/24/2025		100
51403									
51403	NATIONAL ELEVATOR INSP	25026104	ROUTINE INSPECTION 10-23-20	11/07/2025	85.00	85.00	11/13/2025		100
61539									
61539	OFFICE DEPOT BUSINESS	441629298001	TONER - ZONING	10/06/2025	277.82	277.82	10/31/2025		100
61539	OFFICE DEPOT BUSINESS	441899281001	ADMIN OFFICE SUPPLIES	10/08/2025	74.15	74.15	10/31/2025		100
61539	OFFICE DEPOT BUSINESS	441899281001	ADMIN OFFICE PAPER GOODS	10/08/2025	47.96	47.96	10/31/2025		100

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61539	OFFICE DEPOT BUSINESS	443547092001	CLERK- NOTARY STAMP	10/06/2025	53.75	53.75	10/31/2025		100
61539	OFFICE DEPOT BUSINESS	443548183001	ADMIN OFFICE SUPPLIES	10/03/2025	15.57	15.57	10/31/2025		100
61539	OFFICE DEPOT BUSINESS	443548184001	ADMIN OFFICE SUPPLIES	10/03/2025	12.78	12.78	10/31/2025		100
61637									
61637	PITNEY BOWES INC	48299457 OCT	POSTAGE FOR METER	10/30/2025	2,000.00	2,000.00	10/31/2025		100
71891									
71891	SECURIAN FINANCIAL GRO	December 202	LIFE INSURANCE PREMIUMS-D	11/11/2025	334.57	334.57	11/13/2025		100
71911									
71911	SEPTIC MAINTENANCE LLC	28930	3 YEAR INSPECTION - ZONE 3	10/16/2025	140.00	140.00	10/24/2025		100
71920									
71920	SISTER BAY ADVANCEMEN	Qtr 3 2025	2025 QUARTER 3 SUPPORT	11/06/2025	17,067.42	17,067.42	11/07/2025		100
71926									
71926	SISTER BAY SEWER & WAT	63310	HYDRANT USE-COMMUNITY G	11/06/2025	30.00	30.00	11/07/2025		100
71926	SISTER BAY SEWER & WAT	63310	UNMETERED WATER USE-COM	11/06/2025	70.00	70.00	11/07/2025		100
73003									
73003	VERIZON BUSINESS	63127209	VILLAGE PHONE - LONG DISTA	11/07/2025	.29	.29	11/07/2025		100
80005									
80005	WARNING LITES	1115-9847	FALL FEST TRAFFIC CONTROL	10/28/2025	2,201.00	2,201.00	10/31/2025		100
82350									
82350	WI PUBLIC SERVICE	5682099753	STREET LIGHTS	11/24/2025	1,436.56	1,436.56	10/31/2025		100
82350	WI PUBLIC SERVICE	5686070107 Ut	ELECTRICITY - INFO BOOTH	10/28/2025	35.17	35.17	10/31/2025		100
82350	WI PUBLIC SERVICE	5686070107 Ut	ELECTRICITY - WATER	10/28/2025	579.61	579.61	10/31/2025		610
82350	WI PUBLIC SERVICE	5686070107 Ut	ELECTRICITY - WASTEWATER	10/28/2025	564.07	564.07	10/31/2025		620
82350	WI PUBLIC SERVICE	5686070107 Ut	ELECTRICITY - COLLECTION	10/28/2025	431.26	431.26	10/31/2025		630
82350	WI PUBLIC SERVICE	5689608882	MAINTENANCE BLDG	10/30/2025	151.95	151.95	11/07/2025		100
82350	WI PUBLIC SERVICE	5689608882	FUTURE FACILITIES SITE	10/30/2025	17.60	17.60	11/07/2025		100
82350	WI PUBLIC SERVICE	5689608882	VILLAGE HALL	10/30/2025	163.82	163.82	11/07/2025		100
82350	WI PUBLIC SERVICE	5689608882	FIRE STATION	10/30/2025	786.07	786.07	11/07/2025		100
82350	WI PUBLIC SERVICE	5689608882	ADMIN BLDG	10/30/2025	149.27	149.27	11/07/2025		100
82350	WI PUBLIC SERVICE	5689608882	STREET LIGHTS	10/30/2025	268.50	268.50	11/07/2025		100
82350	WI PUBLIC SERVICE	5689608882	PARKS	10/30/2025	152.88	152.88	11/07/2025		100
82350	WI PUBLIC SERVICE	5689608882	SPORTS COMPLEX	10/30/2025	159.03	159.03	11/07/2025		100
82350	WI PUBLIC SERVICE	5689608882	BIKE TRAIL LIGHTS	10/30/2025	93.27	93.27	11/07/2025		100
82350	WI PUBLIC SERVICE	5689608882	SWALE PUMP	10/30/2025	49.36	49.36	11/07/2025		100
82350	WI PUBLIC SERVICE	5689608882	DOCKS	10/30/2025	793.75	793.75	11/07/2025		690
82350	WI PUBLIC SERVICE	5689608882	BOATHOUSE	10/30/2025	25.19	25.19	11/07/2025		690
82350	WI PUBLIC SERVICE	OCT25040716	WELL #3 - SISTER BAY	10/14/2025	701.72	701.72	10/24/2025		610
82350	WI PUBLIC SERVICE	OCT25040716	WELL #3 - LGUD	10/14/2025	233.91	233.91	10/24/2025		610
99996									
99996	ONE TIME VENDOR	Heveran Plan	HEVERAN PLAN COM FEES REI	11/12/2025	1,500.00	1,500.00	11/13/2025		100
100091									
10009	BADGER METER INC	80216516	ORION CELLULAR UNITS-W	10/30/2025	39.02	39.02	11/07/2025		610
10009	BADGER METER INC	80216516	ORION CELLULAR UNITS-LGUD	10/30/2025	37.31	37.31	11/07/2025		610
10009	BADGER METER INC	80216516	ORION CELLULAR UNITS-WW	10/30/2025	71.95	71.95	11/07/2025		620
10009	BADGER METER INC	80216516	ORION CELLULAR UNITS-C	10/30/2025	10.97	10.97	11/07/2025		630
100491									
10049	HAWKINS INC	7225946	CHLORINE CYLINDER RENTAL	10/15/2025	10.00	10.00	10/24/2025		610
10049	HAWKINS INC	7233809	CHEMICALS - WELL #1 AZONE	10/22/2025	274.15	274.15	10/24/2025		610
10049	HAWKINS INC	7233809	CHEMICALS - WELL #3	10/22/2025	274.15	274.15	10/24/2025		610
100516									
10051	INNOVATIVE PRINTING LLC	39718	LIBERTY GROVE UTILITY BILLS	10/20/2025	262.00	262.00	10/31/2025		610
100541									
10054	ITU ABSORB TECH	8616583	RAGS- W	10/14/2025	7.05	7.05	10/24/2025		610
10054	ITU ABSORB TECH	8616583	WWTP LAUNDRY SERVICE	10/14/2025	82.92	82.92	10/24/2025		620
10054	ITU ABSORB TECH	8616583	RAGS- WW	10/14/2025	13.01	13.01	10/24/2025		620
10054	ITU ABSORB TECH	8616583	RAGS- C	10/14/2025	1.98	1.98	10/24/2025		630

VILLAGE OF SISTER BAY

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided	GL
100691									
10069	MIDWEST METER INC	0182676-IN	1EA 1 1/2" E SERIES GAL TWIST	10/21/2025	1,349.05	1,349.05	10/31/2025		610
100781									
10078	ONE TIME VENDOR	OVERPAYMEN	OVERPAYMENT 3094.08	11/06/2025	214.84	214.84	11/07/2025		001
10078	ONE TIME VENDOR	OVERPAYMEN	OVERPAYMENT 5071.02	11/06/2025	333.90	333.90	11/07/2025		001
10078	ONE TIME VENDOR	overpayment 7	OVERPAYMENT 7205.02	10/31/2025	261.70	261.70	11/07/2025		001
10078	ONE TIME VENDOR	OVERPAYMEN	OVERPAYMENT 7274.05	11/06/2025	149.54	149.54	11/07/2025		001
10078	ONE TIME VENDOR	OVERPAYMEN	OVERPAYMENT 7357.03	11/03/2025	261.70	261.70	11/07/2025		001
101056									
10105	USA BLUEBOOK	INV00881353	SLUDGE JUDGE 3/4" TUBE	11/10/2025	297.77	297.77	11/13/2025		620
101207									
10120	DOOR COUNTY HARDWAR	502215 Oct 20	18900- MINI WIRE BRUSHES	10/31/2025	9.98	9.98	11/07/2025		610
10120	DOOR COUNTY HARDWAR	502215 Oct 20	19058- COUPLING AND NIPPLE	10/31/2025	15.58	15.58	11/07/2025		610
10120	DOOR COUNTY HARDWAR	502215 Oct 20	19136- COUPLING & NIPPLE	10/31/2025	14.18	14.18	11/07/2025		610
10120	DOOR COUNTY HARDWAR	502215 Oct 20	18752-JOINT COMPOUND & HA	10/31/2025	18.18	18.18	11/07/2025		620
10120	DOOR COUNTY HARDWAR	502215 Oct 20	18812- LIQUID NAILS	10/31/2025	8.99	8.99	11/07/2025		630
101216									
10121	HYDROCORP	CI-09151	COMMERCIAL CROSS CONNEC	10/31/2025	444.79	444.79	11/13/2025		610
10121	HYDROCORP	CI-09151	COMMERCIAL CROSS CONNEC	10/31/2025	11.21	11.21	11/13/2025		610
1001150									
10011	CORE & MAIN LP	X922654	MAIN VALVE BOX RISERS	10/14/2025	535.00	535.00	10/24/2025		610
1001199									
10011	SPECTRUM ENTERPRISE	171222601102	PARKS BLDG INTERNET	10/21/2025	150.00	150.00	11/07/2025		100
10011	SPECTRUM ENTERPRISE	171227201102	INTERNET - VH	10/21/2025	180.00	180.00	10/31/2025		100
10011	SPECTRUM ENTERPRISE	171227501102	INTERNET - MARINA	10/28/2025	319.96	319.96	10/31/2025		690
10011	SPECTRUM ENTERPRISE	171227501102	CABLE TV - MARINA	10/28/2025	81.99	81.99	10/31/2025		690
10011	SPECTRUM ENTERPRISE	258965801102	TKH- INTERNET	10/21/2025	20.00	20.00	11/07/2025		205
10011	SPECTRUM ENTERPRISE	258990901100	SPECTRUM INTERNET-W	10/07/2025	32.00	32.00	10/24/2025		610
10011	SPECTRUM ENTERPRISE	258990901100	SPECTRUM INTERNET-WW	10/07/2025	59.00	59.00	10/24/2025		620
10011	SPECTRUM ENTERPRISE	258990901100	SPECTRUM INTERNET-C	10/07/2025	9.00	9.00	10/24/2025		630
1001209									
10012	AMAZON CAPITAL SERVICE	11V4-RL7P-X1	1CARHARTT MEN'S HIGH-VISIBI	10/18/2025	167.99	167.99	10/24/2025		100
10012	AMAZON CAPITAL SERVICE	14DC-FVMY-P	CLOTHING	10/21/2025	59.99	59.99	10/31/2025		100
10012	AMAZON CAPITAL SERVICE	1CXK-PDML-H	DOOR LATCH/SHEARS	10/27/2025	84.79	84.79	10/31/2025		690
10012	AMAZON CAPITAL SERVICE	1GKD-FRXT-Q	BROTHER COLOR MFC-L3770C	10/27/2025	941.03	941.03	10/31/2025		690
10012	AMAZON CAPITAL SERVICE	1GKD-FRXT-Q	ICE EATERS	10/27/2025	2,425.92	2,425.92	10/31/2025		690
10012	AMAZON CAPITAL SERVICE	1LCT-YKWC-6	ELECTRICAL ADAPTOR	10/27/2025	178.83	178.83	10/31/2025		690
1001231									
10012	BERNIES WELL & WATER L	222717	MARINA WINTERIZATION	10/29/2025	250.00	250.00	10/31/2025		690
1001232									
10012	ROBERT W BAIRD & CO.	PF-25019573	2025 DESSEMINATION AGENT	10/22/2025	1,500.00	1,500.00	10/24/2025		100
1001233									
10012	NEXTIVA INC	40005475524	PHONE - PUBLIC WORKS	11/04/2025	58.67	58.67	11/07/2025		100
10012	NEXTIVA INC	40005475524	PHONE - ADMIN	11/04/2025	150.83	150.83	11/07/2025		100
10012	NEXTIVA INC	40005475524	PHONE - SPORTS COMPLEX	11/04/2025	29.32	29.32	11/07/2025		100
10012	NEXTIVA INC	40005475524	PHONE - WW PLANT	11/04/2025	121.28	121.28	11/07/2025		620
10012	NEXTIVA INC	40005475524	PHONE - MARINA	11/04/2025	58.67	58.67	11/07/2025		690
1001236									
10012	CONWAY OLEJNICZAK & JE	60290	VILLAGE MATTERS	10/23/2025	3,802.50	3,802.50	10/24/2025		100
10012	CONWAY OLEJNICZAK & JE	60290	LIBERTY GROVE/WWTP MATTE	10/23/2025	90.00	90.00	10/24/2025		620
10012	CONWAY OLEJNICZAK & JE	60290	REVIEW OF MARINA DOCS	10/23/2025	90.00	90.00	10/24/2025		690
1001238									
10012	ADVANCE AUTO PARTS	14666-441427	FILTERS	11/11/2025	241.57	241.57	11/13/2025		100
10012	ADVANCE AUTO PARTS	14666-441427	RETURN CREDIT -2910128	11/11/2025	93.00-	93.00-	11/13/2025		100
10012	ADVANCE AUTO PARTS	691245	FILTERS	11/10/2025	22.40	22.40	11/13/2025		100
1001242									
10012	ZUCCHETTI NORTH AMERI	36550	LODGICAL SUBSCRIPTION - MA	11/03/2025	194.00	194.00	11/07/2025		690

VILLAGE OF SISTER BAY

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Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided	GL
1001247									
10012	WISCONSIN DNR	Nelson 39124	NELSON WW CERTIFICATION	11/11/2025	45.00	45.00	11/13/2025		620
1001265									
10012	CATER PLUMBING LLC	12316	MARINA WINTERIZATION	10/15/2025	1,732.25	1,732.25	11/07/2025		690
10012	CATER PLUMBING LLC	12358	WATERFRONT BATHROOMS	10/29/2025	455.50	455.50	11/13/2025		100
10012	CATER PLUMBING LLC	12358	GATEWAY BATHROOMS	10/29/2025	250.00	250.00	11/13/2025		100
10012	CATER PLUMBING LLC	12358	BAYS CONCESSION	10/29/2025	250.00	250.00	11/13/2025		100
1001288									
10012	WI SCTF	C.S. 11142025	CHILD SUPPORT - 11/14/2025 P	11/12/2025	262.61	262.61	11/13/2025		100
10012	WI SCTF	CS 10312025	CHILD SUPPORT - 10/31/2025 P	10/30/2025	262.61	262.61	10/31/2025		100
1001303									
10013	EWALD MOTORS OF OCON	49513	NEW 2025 TRUCK	10/27/2025	74,221.50	74,221.50	10/31/2025		400
1001320									
10013	MCMAHON ASSOCIATES IN	603888	PW BLDG CONSTRUCTION AD	10/24/2025	365.54	365.54	10/24/2025		400
10013	MCMAHON ASSOCIATES IN	603909	VILLAGE ADMIN BUILDING-GRA	10/23/2025	5,440.00	5,440.00	10/24/2025		400
10013	MCMAHON ASSOCIATES IN	603909	VILLAGE ADMIN BUILDING-GRA	10/23/2025	2,643.20	2,643.20	10/24/2025		400
1001335									
10013	HUMAN RESOURCES CON	17917	BENEFITS ADMINISTRATION SA	11/06/2025	1,280.00	1,280.00	11/07/2025		100
10013	HUMAN RESOURCES CON	17855	SAMM - BENEFITS ADMINISTRA	10/21/2025	560.00	560.00	10/24/2025		100
1001344									
10013	DOOR COUNTY CLERK OF	23FA62-10312	10/31/2025 PAYROLL WITHHOL	10/30/2025	25.00	25.00	10/31/2025		100
10013	DOOR COUNTY CLERK OF	23FA62-111420	11/14/2025 PAYROLL WITHHOLD	11/12/2025	25.00	25.00	11/13/2025		100
Grand Totals:					201,297.57	201,297.57			

Dated:

Nov 13, 2025

Staff:

Volodymyr BANARUK - FINANCIAL SPECIALIST/Village Treasurer

Report Criteria:

Detail report.

Invoice detail records above \$0 included.

Only paid invoices included.

Invoice Detail Input date = 10/18/2025-11/14/2025

Follow the link below for more reports:

<https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:76434f23-952c-4f4e-9925-118add1f8926>



Village of Sister Bay Board Report

Meeting Date: November 18, 2025

Staff members have carefully reviewed the following bills and are recommending that they all be approved.

Bills By Type	Amount	Total
Village bills prepaid	\$ 92,175.08	
Bank fees & bills paid electronically	30,017.19	
<i>Village Total</i>		\$ 122,192.27
Special Revenue Funds bills	\$ 1,320.00	
Special Revenue Sales Tax	-	
Bank fees & bills paid electronically	-	
<i>Minor Funds Total</i>		\$ 1,320.00
Debt Service Village	\$ -	
Special Revenue	-	
Marina	-	
Utilities	-	
<i>Debt Service Total</i>		\$ -
CIP/TIF bills prepaid	\$ 82,857.74	
CIP/TIF Bank fees paid electronically	-	
<i>CIP/TIF total</i>		\$ 82,857.74
Water fund bills prepaid	\$ 6,979.65	
Wastewater fund bills prepaid	8,910.74	
Collection fund bills prepaid	609.37	
Bank fees & bills paid electronically	-	
<i>Utility total</i>		\$ 16,499.76
Marina bills prepaid	8444.99	
Marina sales tax	1212.42	
Marina credit card fees & bills paid by EFT	833.70	
<i>Marina Total</i>		\$ 10,491.11
Net payroll: PR 10/17, 10/31	\$ 68,549.95	
State taxes paid online	5,946.59	
Retirement paid online	18,185.37	
<i>Payroll/taxes total</i>		\$ 92,681.91
TOTAL ALL BILLS		\$ 326,042.79

Respectfully submitted,

Volodymyr Gannik

Volodymyr Gannik
Financial Specialist/Village Treasurer



PARKS & STREETS DIRECTOR'S REPORT

Date: November 3, 2025

Board/Committee: Trustees Committee Meeting

Re: Monthly Report

Author: Erik Linczmaier, Director

1. Fall Fest dominated pretty much the whole month like it always does. Staff did a great job setting up the event, working it and breaking it all down. The department was involved in a new safety measure this year with the Sturgeon Bay police department loaning the Village its vehicle barricades. Staff was involved in all three phases of the vehicle barricades. The set-up, deployment and breakdown of them.
2. Staff have started the process of putting things away for the winter. Contractors like the Sprinkler Company and Carter Plumbing have performed their work for the off season.
3. Staff worked with action to get the water quality control sign installed. It passed its communication test and should be ready to go for next summer.
4. Update school zone / no parking signs Country Walk Dr: Keith from the county informed me that he is still waiting for the film to be delivered to make the school zone signs.
5. Update swim dock: Jerry from Pier and Waterfront solution was able to secure a 15-day work extension from the DNR to install riprap along the swim dock. Pier and Waterfront solution is planning on starting this project on Monday November 3rd.
6. Update cold storage: I reached out Terry Hackl from TK Builders to see if he had an update on estimates for the cold storage building. He informed me that he is still waiting for material estimates from supplies before he can complete everything.

7. Update historical signage / gazebo benches and counters: I reached out to Griffin from Lakeview Concrete to see if an estimate was ready for review. He told me that he is still waiting on a subcontractor to provide him with the number before he can complete everything for an estimate.

8. Update on old drive access: I contacted Mike from JF Construction he told me the new possible start date could be November 10th. So, we will see.

**STAFF REPORT****COMMITTEE REPORTS**

Date: November 18, 2025

Board/Committee: Village Board

Author: Julie A. Schmelzer, Village Administrator

Please follow this link to access the committee reports:

[11825 Committee Reports November.pdf](#)