VILLAGE BOARD MEETING

TUESDAY, DECEMBER 16, 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=yAVpi40M1OIqgNufcVUE8XWCUSkKaH.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: Nov. 11, Nov. 17 Budget, Nov. 17 Board, Nov. 18 and Nov. 24, 2025
4. Comments, Correspondence and Concerns from the Public (Public comment limited to 3 non-transferable minutes per person)
5. Ordinances & Resolutions
    a) Ord. 2025-014; Planned Unit Development & Zoning Map Amendment; Nicholas & Mary Deviley; Limited Access Road off Highway 57
6. Discussion/Action Items
    a) Development Agreement; Planned Unit Development; Nicholas & Mary Deviley; Limited Access Road off Highway 57
    b) Development Agreement; Multi-Family Development; Tim Halbrook Builders; 2390 & 2394 Ava Hope Court
    c) Lease Agreement; Marina Boathouse; Historical Society; 10697 Bay Shore Drive
    d) Operational Agreement; Waterfront Museum; Historical Society; Marina Boathouse at 10697 Bay Shore Drive
    e) Development Agreement, Marina Boathouse; Historical Society; 10697 Bay Shore Drive
    f) Agreement; TSS Engineering Design Services; Marina Building
    g) Current Administration Building; Impact on Road Reconstruction Project
    h) Future Administration Building; Finalize Location
    i) Post Office Lease; Renewal
    j) 2026 Fee Schedule
    k) Employee Handbook; Miscellaneous Amendments
    l) Legal Consultation Allocation for Housing Review
    m) 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
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

VILLAGE BOARD OF TRUSTEES MEETING MINUTES
Tuesday, November 11, 2025, at 2:00 PM
(Approval Pending)

1. Call to Order & Roll Call
President Bell called the special meeting of the Village Board of Trustees to order at 2:00 PM.

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

Staff: Village Clerk Julie Thyssen

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

2. Approve Agenda
Motion by Bell, second by Kodanko, to approve the agenda. Motion carried – all ayes.

3. Comments, Correspondence and Concerns from the Public
None

4. Executive Session
Motion to convene in closed session Wis. Stats. 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility:

i. Review Village Administrator Employment Applications

at 2:03 by Bhirdo, seconded by White. Roll call Kodanko – aye, Harff – aye, Bhirdo – aye, Champeau – aye, Bell – aye, Howson – aye, White – aye. Motion carried.

5. Adjourn
Motion to adjourn at 5:25 PM by Kondanko, seconded by Champeau. Roll call. Bhirdo – aye, Champeau – aye, Howson – aye, Bell – aye, White – aye. Motion carried.

Meeting minutes by Julie Thyssen, Village Clerk

BUDGET HEARING MINUTES
Monday, November 17, 2025
(Approval Pending)

1. Call to Order & Roll Call
President Bell called the meeting to order at 6:10 PM on Monday, November 17, 2025. (Meeting start delayed due to zoom technical difficulties).

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

Staff: Vlad Gannik, Megan Barnes, Parks, Erik Linczmaier, Dave Lienau and Village Clerk Julie Thyssen.

Others: Ken Church, Laurel Harff, Mary Smythe, Bill Baar

2. Approve Agenda
Motion by Howson, seconded by Harff, to approve the agenda as amended. Motion carried - all ayes.

4. Comments, Correspondence and Concerns from the Public
Ken Church asked for clarification regarding Administrator Schmelzer's severance package. Mary Smyth submitted email with concerns about too many executive sessions being held. Trustee Bhirdo noted she should not have been required to exit a previous meeting's executive session.

5. Public Hearing: 2026 Budget
Ruechel presented the 2026 budget, explaining that the proposed budget would reduce the mill rate from $5.23 to $4.85, a decrease of approximately 37 cents. He outlined that the apportioned levy of $3,418,243 is comprised of the general fund ($2,000,000+), capital project levy ($620,000), and debt service levy ($790,000). The total levy amount including tax increment is $4,011,386.51.

During public comment, concerns were raised regarding a significant increase in "unworked wages" from approximately $30,000 to $279,000. Bhirdo provided a breakdown of the general government expenses increase, confirming that unworked wages represented the largest portion of the increase.

6. Discussion & Action
a. Resolution 2025-028 Adopting the 2026 Budget
Bell acknowledged the extensive work by the Finance Committee, expressing confidence that previous challenges had been resolved due to efforts by Vlad and Adam.

Motion by Howson, seconded by White, to adopt the 2026 budget. Motion carried – all ayes.

7. Adjourn
Motion by Howson, seconded by Kodanko, to adjourn at 6:45. Motion carried – all ayes.

Meeting minutes by Julie Thyssen, Village Clerk

VILLAGE BOARD OF TRUSTEES MEETING MINUTES
Thursday, November 17, 2025, Immediately Following Public Hearing (Approval Pending)

1. Call to Order & Roll Call
President Bell called the special meeting of the Village Board of Trustees to order at 6:45 PM.

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

Staff: Village Clerk Julie Thyssen

Others: Jay Shambeau (Innovative Public Advisors)

2. Approve Agenda
Motion by Harff, second by Kodanko, to approve the agenda. Motion carried – all ayes.

3. Comments, Correspondence and Concerns from the Public
None

4. Executive Session
a) Motion to convene in closed session Executive Session pursuant to:
Wis. Stats. 19.85(1)(c) to consider employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility:
i. Review Village Administrator Employment Agreement
at 6:47 p.m. by Bell, seconded by Kodanko. Roll call Kodanko – aye, Harff – aye, Bhirdo – aye, Bell – aye, Howson – aye, White – aye. Motion carried.

5. Adjourn
Motion to adjourn at 7:29 PM by Kodanko, second by Harff. Motion carried – all ayes.

Meeting minutes by Julie Thyssen, Village Clerk

VILLAGE BOARD OF TRUSTEES MEETING MINUTES
Tuesday, November 18, 2025
(Approval Pending)

1. Call to Order & Roll Call

The regular Board Meeting was called to order at 6:00 PM on Tuesday, November 18, 2025, by President Bell.

Present: President Nate Bell, Trustees Brigid White, Chad Kodanko, Denise Bhirdo, Kurt Harff, Louise Howson, Patrice Champeau.

Staff: Village Administrator Julie Schmelzer, Treasurer Vlad Gannik, Utilities Director Megan Barnes, Parks & Streets Director Erik Linczmaier, Marina Manager Dave Lineau and Village Clerk Julie Thyssen
Others: Laurel Harff, Ken Church, Rick Dahlstrom, Mary Smythe, Ellie Soderberg-Guger, S. Gullick
Zoom participants: Sarah Johnson, Don Knapp, iPhone, Jill Wiebe, Karen Berndt , Sara Anderson, Tyler Duvall, 19206349297, Adam White

2. Approve Agenda

Motion by Kodanko, second by White, to approve the agenda. Motion carries – all ayes.

3. Approve Meeting Minutes: October 21 & November 6, 2025

Bhirdo noted several corrections needed to the October 21, 2025, minutes:

- Page 1, Line 22: Corrections to September 16 minutes can they be identified in full in future minutes
- Page 4, Line 4: Corrected spelling of "Steve Sauder" to "S-A-U-T-E-R"
- Page 4, Line 8: Corrected "seconded by Hearth" to "seconded by Harff"
- Page 4, Line 21: Noted that an agenda item regarding spending unbudgeted funds had not yet been addressed and requested it be placed on next month's agenda

Motion by White, second by Bhirdo, to approve the minutes as amended. Motion carries – all ayes.

4. Comments, Correspondence and Concerns from the Public

Rachel Stollenwerk thanked the Board for its March 2024 resolution supporting the Peninsula Aquatic Center's WEDC grant application. She reported the project was awarded a $250,000 grant in September and announced the new facility will open in January.

Mary Smythe shared her experience from the Mountain View School Board in Minnesota. She emphasized the value of professional expertise and training for effective board operations.

Schmelzer noted that the packet included three correspondence items: a letter from the attorney and emails from Russ Carpenter and Ellen Goodrich regarding Bertram and broadband issues. President Bell informed trustees they should have received an email from the attorney providing advice.

5. Ordinances & Resolutions

a. Ord. 2025-013; Ch. 66; Text Amendments; P-1, CS-1, Signs, Definitions

Schmelzer presented the text amendments that were forwarded from the Planning Commission. She explained these changes addressed some gray areas and inconsistencies in the zoning ordinance. The amendments specifically addressed the park district, countryside zoning district, and sign regulations.

White expressed appreciation for adding "public marina" back to the accepted uses, noting this would allow modifications to the marina building.

Motion by White, second by Bhirdo, to approve Ordinance 2025-013. Motion carried – all ayes.

6. Discussion/Action Items

a. Development Agreement; Accessory Use to Existing Business; Northern Haus; 10388 Fieldcrest Rd.

Schmelzer presented a development agreement for Northern Haus, which purchased a neighboring unfinished home to use as an accessory space for wedding events. The Planning Commission reviewed the proposal and recommended approval.

Motion by Bell, second by Bhirdo, to approve the development agreement for Northern Haus. Motion carried – all ayes.

b. Development Agreement Amendment; Mobile Food Court; RaeAnne LLC; 10563 Country Walk Dr.

Schmelzer presented an amendment to extend the deadline for completion of a mobile food vendor court by Mike Tomasian of RaeAnne LLC.

Bhirdo explained that the applicant had requested a two-year extension, but the Planning Commission compromised on a one-year extension that could be renewed if substantial progress was shown.

Motion by Kodanko, second by White, to approve the amended development agreement for the mobile food court. Motion carried – all ayes.

c. Development Agreement Amendment; Basement Revision; Preserving Foundations; 2387 Ava Hope Ct.

Schmelzer reported that Preserving Foundations constructed a 4-plex with an exposed basement and two small additions not included in the original development agreement. The Planning Commission recommended approving an amendment to reflect these changes.

Bhirdo noted that the Planning Commission felt they had "no choice" as the work was already completed.

Motion by Kodanko, second by White, to approve the development agreement amendment. Motion carried – all ayes.

d. Reconsideration Request; Conditional Use Permit; Nonconforming Structures & Uses; GEOS SB; 10849 N Bay Shore Dr.

Bhirdo requested the Board reconsider removing a condition from the previously approved GEOS SB conditional use permit, stating she believed the Board had been misled and wished to provide transcripts. She clarified she was not seeking to rescind the permit, only to revisit the condition regarding converting the cottage near the water into a boathouse/accessory structure. Several trustees opposed reconsideration, citing no new information, support for accessory units, long-standing use of the cottages, and misassociation with the request.

With no motion made, the Board moved on to the next item.

e. Contracts; Commercial Vendors; Marina

Schmelzer presented commercial marina vendor contracts and reported the Marina Committee's recommendation to extend them for two years through 2027. She noted one vendor would be charged a higher rate due to their boat extending past the dock.

Motion by Howson, second by Kodanko, to approve the commercial vendor contracts for the marina through 2027. Motion carried – all ayes.

f. Contract; Engineering Services; New Marina Building

Marina Manager Lienau presented two engineering contracts:

- $9,500 for structural studies related to the sewer outfall pipe located under the office building.
- $14,300 for the next phase of engineering to produce construction documents.

White, on behalf of the Marina Committee, recommended approval, noting the contracts provide necessary mechanical, electrical, plumbing, and structural engineering services.

Motion by Kodanko, second by Harff, to approve both engineering contracts. Motion carries – all ayes.

g. Boardwalk Wood Purchase; Marina

Marina Manager Lienau reported that October bids for a steel-and-concrete boardwalk replacement came in much higher ($380,000–$480,000) than April's $229,000 estimate. After review, the Marina Committee recommended using IPE, a dense, fire-resistant Brazilian hardwood with an estimated 80-year lifespan and low maintenance.

IPE must be ordered soon due to seasonal harvesting and shipping. Four material proposals were received, averaging $95,000–$100,000 for the 22' × 165' boardwalk. The project is fully funded by marina user fees (not taxpayers), is budgeted for 2025, and the village will act as general contractor using local installers familiar with the material.

Motion by Harff, second by White, to approve the purchase of IPE wood for the marina boardwalk at a cost not to exceed $110,000. Motion carries – all ayes.

Before leaving this item, Lienau noted that the marina fee schedule in the packet was for 2025, not 2026, and would need to be addressed at the next meeting.

h. Contract; Update Zoning Map; BayLake Regional Planning Commission

Schmelzer noted that state law requires updating the zoning map within a year of adopting the land use plan. She recommended contracting with Bay-Lake Regional Planning Commission to complete the update, as the village lacks GIS tools and staff capacity. Bell said he had hoped for a fee schedule in the contract but acknowledged this is not typical for intergovernmental agreements with Bay-Lake.

Motion by Bhirdo, second by White, to approve the contract with Bay-Lake Regional Planning Commission for updating the zoning map. Motion carries – all ayes.

i. Intergovernmental Agreement; Street Services; Door County Highway Department

Schmelzer presented the standard biennial agreement with the Door County Highway Department for road services such as snow plowing and street sweeping, noting the "town" language reflects their typical agreements. Howson added that service costs remain unchanged unless the Highway Department advises of increases.

Motion by Austin, second by White, to approve the intergovernmental agreement with Door County Highway Department. Motion carries – all ayes.

j. Ice Rink; Releasing Match Funds

Schmelzer explained that the village had previously committed $500,000 toward the construction of a new ice rink contingent on the Friends of the Sister Bay Ice Rink, Inc. obtaining matching funds. She reported that they now have those matching funds and have signed the lease and operating agreements that will take effect in April. The question before the Board was whether to release the funds now or wait until April when the agreements take effect.

After brief discussion, the Board agreed to release the funds immediately to allow progress on the project.

Motion by Howson, second by Bell, to release the $500,000 in matching funds for the ice rink. Motion carries 5-1. Bhirdo opposed.

k. ByLaws; Misc. Amendments

Bhirdo submitted several bylaw amendments. Kodanko raised process concerns, saying extensive changes drafted by one member with the administrator lacked transparency and should instead be discussed collectively.

The Board then focused on whether trustees may join closed sessions via Zoom. Bell cited confidentiality concerns based on past leaks. Options discussed included prohibiting remote participation or requiring an affidavit of confidentiality. After discussion, the Board's consensus was to prohibit remote participation in closed sessions for now, with possible future research on affidavit options.

Motion by Kodanko, second by Howson, to table the bylaws discussion until February 2026. Motion carries 5-1. Bhirdo opposed.

l. 2026 Fee Schedule

Schmelzer presented the proposed fee schedule changes that had been recommended by various committees:

1. Increase regular sign permit fees from $100 to $200
2. Set changeable script sandwich board signs at $50 and non-changeable script sandwich boards at $100
3. Set Marina Park rental fees at $2,500 in peak season (July-August) and $2,000 in off-season
4. Maintain current Village Hall rental rate of $200 per day, with further discussion at Parks Committee regarding potential resident and off-season rates

The Board discussed Village Hall rental fees and whether off-season or resident rates are needed, and referred the issue to the Parks Committee for review in December.

Kodanko questioned whether certain permit fees—such as $2,000 for siding and window replacements—are too high. Schmelzer noted the Planning Commission is working to streamline related processes.

The Board approved the current committee-recommended fee changes, with Parks Committee to further review Village Hall rental fees before December.

m. Final Cost Review; New Parks Building

Schmelzer reported that the new Parks Building was completed just under its $2 million budget, with about $36,000 remaining. A major unplanned cost was installing a new sewer lateral serving the park, concession stand, and TKH building.

In response to questions, Bhirdo confirmed the project stayed close to the original bid after removing some optional features. Schmelzer and Bhirdo added that commercial buildings with large doors and specialized needs are far more expensive than residential construction, and the design includes space for future growth.

n. Monthly Financial Report & Appropriations

The Board reviewed the monthly financial reports. Questions were raised about several purchases:

- A cappuccino/hot chocolate machine for the ice rink warming house
- A new Brother copier for the Marina ($941)
- Ice heaters for the Marina ($2,500)

Motion by Bell to approve payment of bills in the amount of $326,042.79. Motion carries – all ayes.

7. Staff Reports

The Board reviewed the staff reports with no significant discussion.

8. Committee Reports

During Parks Committee report discussion, Kodanko expressed concern about potential plans to tear down the Hampton Building, which is located in a historical district. He suggested the full Board should consider this decision before further engineering work proceeds. The Board agreed to add this to a future agenda for consideration.

Bell indicated he would skip detailed Personnel Committee discussion as this would be addressed in closed session.

The Board reviewed other committee reports with minimal discussion.

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

Items identified for future agendas included:

- Hampton Building proposal from Parks Committee
- Village Hall rental rates for residents/off-season

10. Next Meeting

The next meeting was scheduled for December 16, 2025.

11. Executive Session

Motion by Bell, second by (not specified) to 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, specifically regarding the Bertram Communications Contract.

Roll call: Bell – aye, White – aye, Kodanko – aye, Bhirdo – aye, Harff – aye, Howson – aye. Motion carried.

12. Adjourn

Motion Kodanko, seconded by Champeau to adjourn in closed session at 8:31 p.m. Motion carries – all ayes.

Meeting minutes by Julie Thyssen, Village Clerk

VILLAGE BOARD OF TRUSTEES MEETING MINUTES
Tuesday, November 24, 2025, at 9:00 AM
(Approval Pending)

1. Call to Order & Roll Call
President Bell called the meeting to order at 9:00 AM on Monday, November 24, 2025.

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

Others: Vivian Nienow, John Lijewski, Ben Andrews. Zoom: Sarah Bertges, Vlad Gannik, Megan Barnes

Staff: Village Clerk Julie Thyssen

2. Approve Agenda
Bell proposed moving agenda item 5 ahead of agenda item 4.
Motion by Bell, seconded by Hart, to approve the agenda with item 5 moved ahead of item 4. Motion carried – all ayes.

3. Comments, Correspondence and Concerns from the Public
Bell called for public comments. No members of the public came forward to speak.

5. Review and approve Employment Agreement for Village Administrator
Bell explained that the Board had previously discussed the employment contract for the Village Administrator candidate in closed session but had not formally voted on it. The contract was now before the Board for approval in open session.

Bell asked if Board members had any questions about the contract. No questions were raised.
Motion by Howson, seconded by xxx, to approve the employment agreement for the Village Administrator. Motion carried 6-1 with Bhirdo opposed.

4. Presentation of Final Candidate for Village Administrator and Confirmation/Appointment by the Village Board
Bell welcomed Ben Andrews, who was present for the meeting. Bell noted that the agenda had been put together quickly, approximately half an hour after they received confirmation of Andrews' acceptance of the position.

Bell suggested that a motion to appoint Andrews as Village Administrator effective January 5, 2026, would be appropriate.

Motion by Howson, seconded by Kodanko, to appoint Ben Andrews as Village Administrator effective January 5, 2026. Motion carried 6-1 with Bhirdo opposed.

Board members welcomed Andrews to his new position.

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

Trustee Howson suggested that the Personnel Committee develop an onboarding plan for the new Village Administrator. Howson noted that the committee would meet in the next week or two and could then present a recommendation to the full Board.

Howson invited Andrews to attend the December 3 Personnel Committee meeting, noting it would be an open meeting and that Andrews could participate via Zoom if needed. Andrews expressed interest in attending.

Bell confirmed that the onboarding process would be referred to the Personnel Committee, which would develop a recommendation for the full Board.

7. Adjourn

Motion by Kodanko, seconded by White, to adjourn the meeting at 9:05 a.m. Motion carried – all ayes.

Meeting Minutes Respectfully Submitted,

by Julie Thyssen, Village Clerk

December 4, 2025

Subject: Comments Re: Proposed “Deviley” Development

Dear Members of the Sister Bay Village Board,

I’m sending this letter as a request regarding the upcoming vote to approve the proposed “Deviley Development”. My wife Carol and I are full-time residents of 2303 Somerset Dr in Hidden Maples. Our home lies on the border with this development, so we have a very personal interest. My first comment is to thank the Developers for their consideration of our concerns as we expressed them in earlier letters to the Plan Commission. We appreciate the changes made and the verbal commitments made during the 11/25 Plan Commission meeting to accommodate our concerns!

My request is related to the “conditions” included in the approval by the Plan Commission. The Commission discussion following conclusion of the public comment portion of the meeting included a summary of the items that the Plan Commission was approving. One of these items was a condition of approval that a revised landscape plan was to be submitted for review/approval prior to start of construction. Specifically, the requirement to remove dead trees along the border with Hidden Maples and planting of arbor vitae or other similar trees to provide a buffer along that border was one of the conditions included in the vote to approve the plan for submittal to the Board.

I’m requesting the Board clarify how these conditions are to be made part of the Plan approval. The document (Ordinance No 2025-014) and Plan that are submitted for approval in the Dec 18 Board meeting do not reference these conditions. I plan to attend the 12/18 Board meeting and would appreciate one of the Board members explaining how these conditions are incorporated into the requirements the Developer needs to satisfy.

Regards,

Bob Mueller

414 520-9760

Request to Limit Development Access to Ava Hope Court

(Regarding agenda item 6.b)

Dear Members of the Sister Bay Village Board,

I am writing to respectfully request that the Board consider requiring this development to utilize Ava Hope Court as its sole entrance and exit, rather than allowing access onto Northwoods Drive.

The Village recently invested in and completed the beautiful new sidewalk along Northwoods Drive. This sidewalk is already heavily used by nearby residents, families, and children on a daily basis for walking, biking, and recreation. It has quickly become an important and well-loved pedestrian corridor for the neighborhood.

Introducing an additional entrance and exit onto Northwoods Drive is not necessary for this development and would create an avoidable safety concern. Increased vehicle traffic crossing the sidewalk would elevate the risk for pedestrians—particularly children who bike and play along this stretch every day. Limiting access to Ava Hope Court would significantly reduce these risks while still providing adequate and functional access for the development.

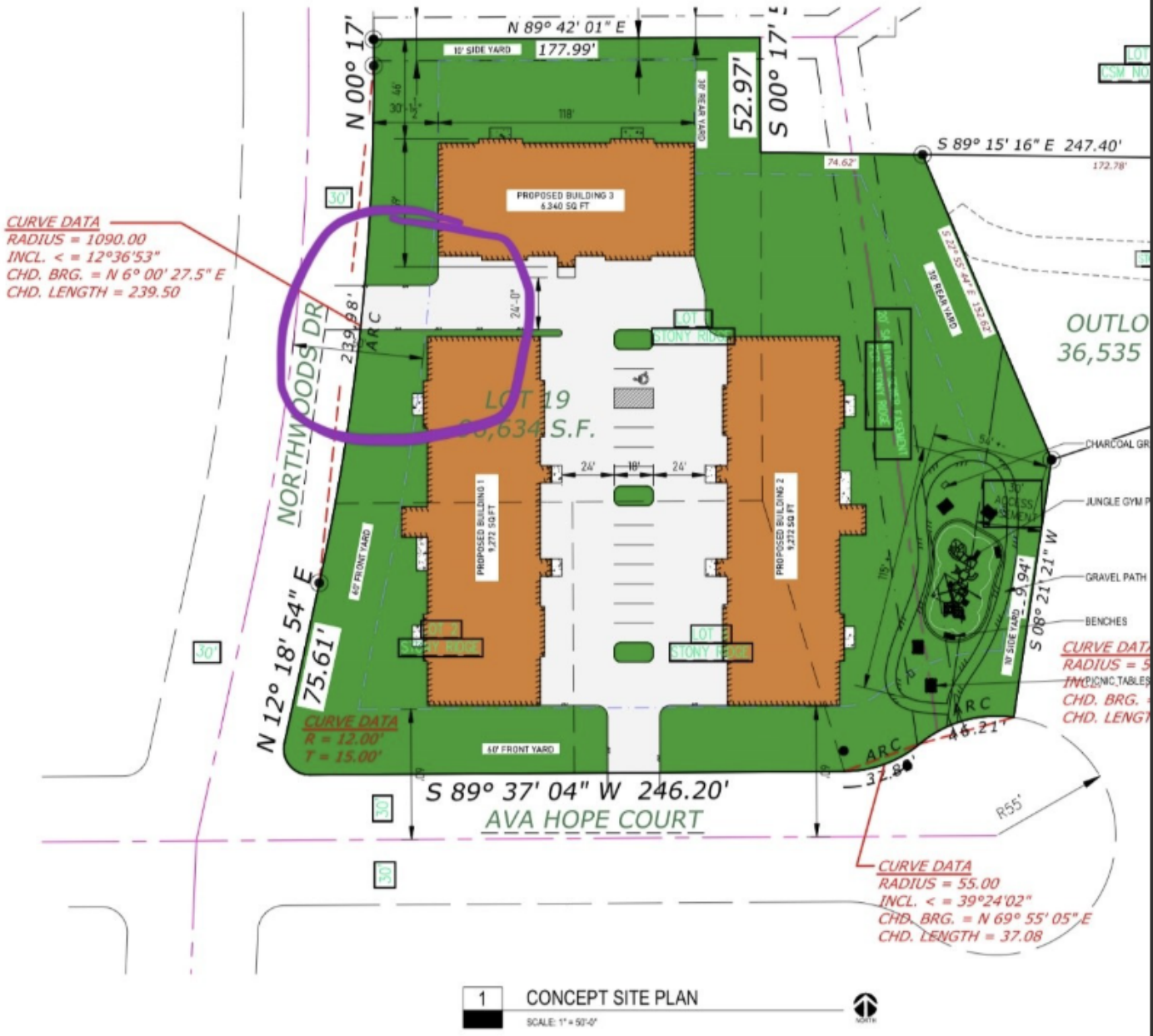
I believe this approach aligns with the Village's commitment to pedestrian safety, thoughtful planning, and preserving the quality of life in our residential neighborhoods. Keeping Northwoods Drive focused on walkability and neighborhood use to the surrounding area, while directing vehicle traffic to Ava Hope Court, seems like a prudent and responsible solution.

Thank you for your time, consideration, and continued efforts to make Sister Bay a safe and welcoming community. I appreciate the Board's willingness to consider this request.

Respectfully,

Thor Johnson

10482 East Stony Ridge Circle #68
Sister Bay, WI 54234


N 89° 42' 01" E
177.99'
10' SIDE YARD
N 00° 17'
52.97'
S 00° 17'
S 89° 15' 16" E 247.40'
74.62'
PROPOSED BUILDING 3
6,340 SQ FT
CURVE DATA
RADIUS = 1090.00
INCL. < = 12°36'53"
CHD. BRG. = N 6° 00' 27.5" E
CHD. LENGTH = 239.50
239.98'
ARC
NORTHWOODS DR
LOT 19
S.F.
PROPOSED BUILDING 1
9,272 SQ FT
PROPOSED BUILDING 2
9,272 SQ FT
24'
18'
24'
45' FRONT YARD
N 12° 18' 54" E
75.61'
CURVE DATA
R = 12.00'
T = 15.00'
60' FRONT YARD
S 89° 37' 04" W 246.20'
AVA HOPE COURT
10' REAR YARD
OUTLO
36,535
CHARCOAL GR
JUNGLE GYM P
GRAVEL PATH
BENCHES
S 08° 21' 21" W
30' SIDE YARD
CURVE DATA
RADIUS = 5
PICNIC TABLES
CHD. BRG.
CHD. LENGT
ARC
46.21'
37.80'
R55'
CURVE DATA
RADIUS = 55.00
INCL. < = 39°24'02"
CHD. BRG. = N 69° 55' 05" E
CHD. LENGTH = 37.08
1
CONCEPT SITE PLAN
SCALE: 1" = 50'-0"
NORTH

STAFF REPORT
Deviley PUD

In November the Plan Commission held a public hearing on Nick and Mary Deviley's application for a proposed 55 unit Planned Unit Development (PUD) and amendment to the zoning map indicating the property would be a PUD in an R-2 zoning district.

After that public hearing, and finding the application met the goals of the Village of Sister Bay Comprehensive Plan, complied with the requirements of the Zoning Code, helped satisfy the housing needs identified in the 2024 Village of Sister Bay Workforce Housing Study, incorporated conservation measures identified in the Village of Sister Bay Land Division Code, and was of similar density and design as the adjacent multiple family development, the commission recommended approval of an ordinance and development agreement approving the PUD and overlay amendment to the zoning map.

The staff report and application reviewed at the November meeting of the Plan Commission can be found here (p/23-78): chrome-extension://oemmndcbldboiebfnladdacbdfmadadm/https://files.heygov.com/sisterbaywi.gov/meetings/me_01kaky8dxthr5mk8nhsj6tavvn/112525-updated-plan-com-meeting-agenda-packet.pdf

Attached is the proposed ordinance and final site plan.

ORDINANCE NO. 2025-014

APPROVING A PUD AND AMENDING THE ZONING MAP TO ASSIGN A PUD OVERLAY DISTRICT

WHEREAS, on November 25, 2025, the Plan Commission held a public hearing on a proposed 55-unit Residential Planned Unit Development (PUD) and amendment to the Village of Sister Bay Zoning Map to establish land east of State Highway 57, owned by Nicholas and Mary Deviley, as being in a Planned Unit Development (PUD) Overlay District; and,

WHEREAS, developing the property with traditional individual lots would result in a higher density which would be incompatible with the neighborhood, result in the destruction of tree canopies, and, result in excess infrastructure thereby increasing housing costs; and,

WHEREAS, the proposed development will allow residents to purchase more affordably priced homes, create a residential environment of sustained desirability and economic stability, be integrated into the natural landscape, allow for safe vehicular and pedestrian mobility, and provide green space and recreation areas; and,

WHEREAS, after hearing all public comments and reviewing the proposal and various village plans and codes, the Plan Commission voted unanimously to recommend the PUD and zoning map amendment be approved based on their Findings of Fact that the development met the goals of the Village of Sister Bay Comprehensive Plan, complied with the requirements of the Zoning Code, helped satisfy the housing needs identified in the 2024 Village of Sister Bay Workforce Housing Study, incorporated conservation measures identified in the Village of Sister Bay Land Division Code, and was of similar density and design as the adjacent multiple family development; and,

WHEREAS, a Development Agreement is to be executed to ensure compliance with Chapter 66 of the Village of Sister Bay Municipal Code and conditions imposed by the Plan Commission and Board of Trustees.

NOW, THEREFORE, after a public hearing held November 25, 2025, by the Plan Commission, and public hearing held by the Village Board on December 16, 2025, and upon review of the proposed PUD and zoning map amendment, the goals of the comprehensive plan and workforce housing study, intent and compliance with various village codes, the character of the neighborhood, and comments from the public, the Village of Sister Bay Board of Trustees does hereby ordain, this 16th day of December 2025, as follows:

SECTION 1. Approval of a Development Agreement for a 55-unit Residential Planned Unit Development on the Nicholas and Mary Deviley properties collectively known as tax parcel numbers 181-00-08312813D, 13G and a portion of parcel 181-00-08312842.

SECTION 2. Amend the Zoning Map for the Village of Sister Bay to designate tax parcel numbers 181-00-08312813D, 13G, and a portion of 181-00-08312842 as being in a Planned Unit Development (PUD) Overlay District, said land described as:

Tax Parcel Number 181-00-08312813D: A parcel of land located in the SW 1/4 of the NE 1/4 of Section 8, Township 31 North, Range 28 East, Village of Sister Bay, Door County, Wisconsin. Bounded and described as follows:

Commencing at the North 1/4 Corner of said Section 8-31-28; thence S. 01°51'04" E., 2333.20 feet

thence N. 88°17'12" E., 472.18 feet to the point of beginning of lands to be described; thence N. 42°03'36" E., 1241.69 feet to the east line of the SW 1/4 of the NE 1/4 of said Section 8-31-28; thence S. 01°52'19" E., 951.39 feet along said east line; thence S. 87°56'26" W., 861.51 feet; thence N. 01°51'04" W., 59.98 feet to the point of beginning.

Said parcel contains 435,634 square feet (10.00 acres) and is benefited by benefited by a 30 foot wide Access & Utility Easement recorded at Document Numbers 782929 and 820994. Together with all other easements of record.

Tax Parcel Number 181-00-08312813G: A parcel of land located in the SW 1/4 of the NE 1/4 of Section 8, Township 31 North, Range 28 East, Village of Sister Bay, Door County, Wisconsin. Bounded and described as follows:

Commencing at the North 1/4 Corner of said Section 8-31-28; thence S. 01°51'04" E., 2333.20 feet along the west line of the NE 1/4 of said Section 8-31-28; thence N. 88°17'12" E., 433.15 feet to the SE corner of Lot 2 of C.S.M. Number 2997, recorded at Volume 18, Page 165 of Certified Survey Maps as Document Number 794910, said corner being the point of beginning of lands to be described; thence
N. 01°51'05" W., 450.00 feet along the easterly line of Lot 2 of said C.S.M. Number 2997 to the NE corner of Lot 2 of said C.S.M. Number 2997; thence N. 88°17'12" E., 471.25 feet; thence S. 42°03'36" W., 623.20 feet; thence S. 88°17'12" W., 39.03 feet to the point of beginning.

Said parcel contains 114,814 square feet (2.64 acres) and the westerly 15 feet of said parcel is subject to and benefited by a Sanitary Sewer & Water Easement recorded at Document Number 787618, said parcel is benefited by a 30 foot wide Access & Utility Easement recorded at Document Numbers 782929 and 820994. Together with all other easements of record.

Part of Tax Parcel Number 181-00-08312842: A parcel of land located in the SW 1/4 of the NE 1/4 of Section 8, Township 31 North, Range 28 East, Village of Sister Bay, Door County, Wisconsin. Bounded and described as follows:

Commencing at the North 1/4 Corner of said Section 8-31-28; thence S. 01°51'04" E., 2333.20 feet thence N. 88°17'12" E., 472.18 feet; thence S. 01°51'04" W., 59.98 feet; thence N.87°56'26" E., 421.51 feet to the point of beginning of lands to be described; thence continue N. 87°56'26" E., 440.00 feet to the east line of the SW 1/4 of the NE 1/4 of said Section 8-31-28; thence S. 01°50'48" E., 249.28 feet along said east line to the SE corner of the SW 1/4 of the NE 1/4 of said Section 8-31-28; thence S. 87°56'26" W., 440.00 feet along the south line of the SW 1/4 of the NE 1/4 of said Section 8-31-28; thence N. 01°56'26" W., 249.28 feet to the point of beginning.

Said parcel contains 109,366 square feet (2.51 acres) and is subject to and benefited by all easements of record.

SECTION 3. Available for Inspection.
A copy of the PUD file and this map amendment shall be permanently on file and open to public inspection in the Office of the Village Clerk two weeks prior to its adoption and after its enactment.

SECTION 4. Ordinances in Conflict.
All other ordinances in conflict herewith be, and the same hereby are repealed.

SECTION 5. Effective Date.
This ordinance shall take effect the date the signed ordinance is filed with the Village Clerk.

SECTION 6. 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, President

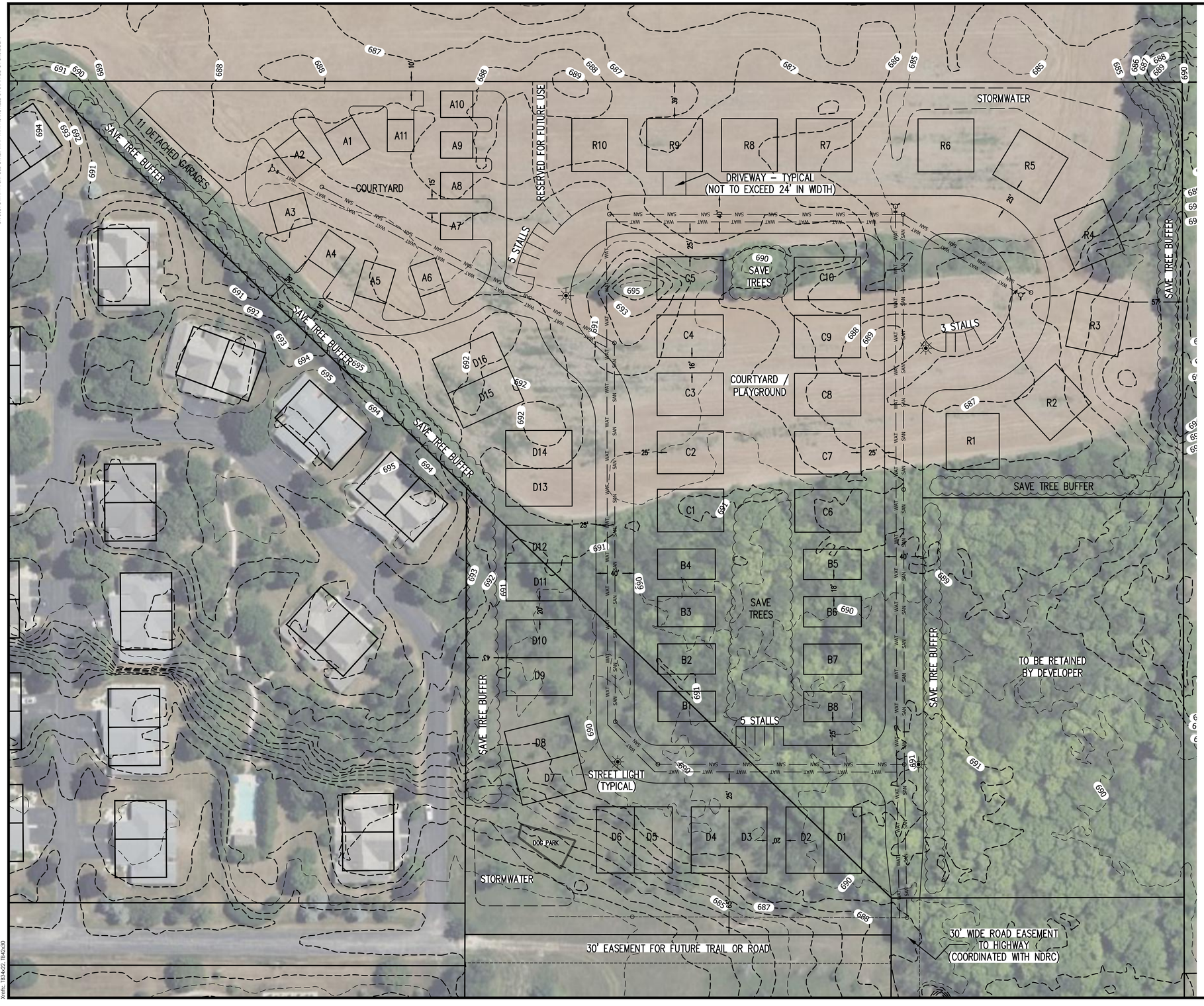
ATTEST:

_____
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

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER IMMEDIATELY. THE COPYRIGHTS TO ALL DESIGNS AND DRAWINGS ARE THE PROPERTY OF STANTEC. REPRODUCTION OR USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY STANTEC IS FORBIDDEN.



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GRAPHIC SCALE IN FEET

LABEL	QUANTITY	SIZE
A1 – A5	5	34' x 38'
A6 – A11	6	28' x 34'
B1 – B8	8	32' x 61'
C1 – C10	10	45' x 70'
R1 – R10	10	59' x 56'
D1 – D16	8 DUPLEXES 16 UNITS	80' x 70'

DENSITY CALCULATIONS

TOTAL ACREAGE	=	15.0±
TOTAL UNITS	=	55
DENSITY	=	3.67 / ACRE

NOTES:
1. USED 30' REAR AND 10' SIDE SETBACKS.
2. 15' SPACE BETWEEN SINGLE FAMILY.
3. 20' SPACE BETWEEN DUPLEXES.
4. SAVE TREES WHERE SHOWN.
5. SOILS MAPPED > 60" DEEP IN SOUTH 2/3 OF SITE. PONDS SHOULD BE INFILTRATION PONDS.
6. ROAD RIGHT OF WAY = 40 FEET, BACK OF CURB TO BACK OF CURB = 23 FEET, WITH 20' WIDE ASPHALT SURFACE. PARKING TO BE LIMITED BY SIGNAGE TO ONE SIDE OF THE ROAD.
7. REFER TO SEPARATE LANDSCAPE PLAN FOR TREE PLANTING SCHEDULE.
8. STREET LIGHTS TO BE STERNBERG (MAIN STREET SERIES) TYPE S1.

Detached garage building might be reduced in size and number to accomodate a potential dumpster

Stantec
312 N. 5th Avenue
Sturgeon Bay, WI 54235
www.stantec.com

OVERALL SITE PLAN

DEVILEY

SISTER BAY, DOOR COUNTY, WI 54234

DATE OF ISSUANCE	December 1, 2025
NO. REVISION	DATE
SURVEY	
DRAWN	MTA
DESIGNED	
CHECKED	
APPROVED	
PROJ. NO.	193000000

SHEET NUMBER
C001

Plot Date: 12/01/2025 - 8:57am
Drawing Name: C:\Users\193805880\Documents\Sturgeon Bay CAD\7-2025 thru 12-2025\Deviley\193805880_DES.dwg
Xrefs: TB34x22, TB42x30

STAFF REPORT
Deviley PUD - Development Agreement

Provided the ordinance mentioned earlier on the agenda is approved, a Development Agreement is required to ensure the planned unit development is developed per the code and in accord with the conditions imposed.

DEVELOPMENT AGREEMENT
FOR VILLAGE OF SISTER BAY PARCEL NO. 181-00-08312813D, 13G and a portion of parcel 181-00-08312842
Off Limited Access Road – State Highway 57
(Property Owners: Nicholas & Mary Deviley)

THIS AGREEMENT made this 16th day of December, 2025, between Nicholas and Mary Deviley ("the Developer") and the Village of Sister Bay in the County of Door and the State of Wisconsin ("the Village").

WHEREAS, the Developer is the owner of Village of Sister Bay Parcel No. 181-00-08312813D, 13G (contingent offer), and parcel 181-00-08312842 located east of State Highway 57 ("the Property"); and,

WHEREAS, the Developer plans to utilize vacant land to develop a Residential Planned Unit Development consisting of 55 residential units on the Property, owned/to be owned by the Developer ("the Development"); and,

WHEREAS, the Property is presently zoned R-2 (Multiple-Family Residence), and a multiple family development is an allowed use in that zoning district, and, a Planned Unit Development (PUD) is allowed in a PUD overlay district; and,

WHEREAS, this Agreement is required in order to implement the Village's Zoning Ordinance; and,

WHEREAS, the Developer agrees to develop the Property as herein described in accord with this Agreement, the conditions established by the Village Plan Commission and Village Board, the conditions of certain agencies and individuals in the County, all Village Ordinances, and all laws and regulations governing said Development; and,

WHEREAS, the parties mutually desire to establish fair and reasonable terms, conditions and requirements established by the Village for development/change of use of the Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

SECTION 1. VILLAGE APPROVALS:

1. The Developer agrees to develop a 55-unit residential Planned Unit Development (PUD) on approximately 15 acres east of State Highway 57, served by a limited access road, 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 Development, after-the-fact 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.

   It is understood site improvements and units are to be built as sales occur, with the entire Development to be completed by **December 31, 2031.** Should the infrastructure and landscaping for the Development not be completed by December 31, 2031, 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 improved property delineated on the plans identified below which would be assessed had the project been completed), will be required.

   Furthermore, it is understood the Developer may petition the Village to participate in the Tax Increment District (TID) 'pay as you go' program or any other applicable TID program implemented after the date of this Agreement.

   Lastly, nothing in this Agreement shall prohibit the Developer from requesting the Village to assume the roads within the Development, and, per Chapter 54, Sections 54.50 and 54.51, of the Village of Sister Bay Municipal Code, designate said roads as public roads on the Village of Sister Bay Official Map.

   a) The site plan, including roads and parking areas, fenced dog park area, and building site locations, and, the drainage plan and street light plan, all illustrating how the property will be developed, all plans of which were approved at the November 25, 2025, meeting of the Plan Commission. The Village acknowledges that the units to be developed will be located within the building sites designated on the site plan, and, any of the units identified on the floor plans can be built within an identified building site shown on the site plan, but may not extend beyond the parameters of the building site shown on the site plan listed.

   b) All roads shall allow for two-way traffic and there shall be "no parking" signs installed on one side of said streets. The Developer shall secure a Highway Access Permit from the Wisconsin Department of Transportation for the limited access road that is to intersect State Highway 57. All streetlights and exterior home lighting shall be dark sky compliant.

   c) The 'reserved for future use' area on the east side of the site plan, just south of the 'A Units', is reserved for a future trail, should the village ever develop a trail to connect to the reserved area.

   d) The landscaping plan reviewed by the Plan Commission at their November 25, 2025, meeting, provided additional trees are planted along the north property line parallel to Somerset Drive, and, prior to construction of any residential units, the Plan Commission review the plan to ensure a diversity in tree species.

e) The building elevation drawings and floor plans reviewed and approved at the November 25, 2025, meeting of the Plan Commission. As for the unit floor plans, the exact location of interior walls and room sizes may vary from the attached drawings, but the floor area and elevation views shall not change from the plans approved by the Plan Commission and Village Board without approval of the Plan Commission, except it is acknowledged exterior finishes, windows, doors, porches and other architectural features, siding and finishing may vary to obtain compliance with Chapter 66, Section 66.0312(7)(a) of the Municipal Code, and no two identical units shall be built adjacent to each other.

f) It is acknowledged there shall be no accessory buildings other than the garage building to be located at the northeast corner of the Development. The garage building is intended to house 11 stalls; however, if the construction of the 11th stall results in inadequate room for the dumpster, the building may be limited to 10 stalls. In compliance with the architectural requirements in Chapter 66, the north wall of the garage building shall have an architectural feature or landscaping planted adjacent to the wall to ensure the building is visually appealing.

g) The intent is to have the units be occupied by permanent residents and therefore, as volunteered by the Developer, no unit may be leased for a period of less than four months, and said lease restriction shall be included in the restrictive covenant to be filed affecting the property.

h) Propane tanks shall be buried. If the site lacks adequate soil depth, to avoid blasting, propane tanks may be above ground but shall be screened from view from adjacent properties by a vegetative screen.

i) It is understood individual units shall be served by trash and recycling bins, and the 'circle' of 'A Units' at the northeast end of the property may be served by a dumpster. Said dumpster shall be within an enclosed fence or screened from view by a fence or vegetative screen.

j) Construction dumpsters, if needed, shall be on-site during the development period and refuse managed so that waste does not extend beyond the walls of the dumpster(s) and the dumpster(s) is not over-filled. The Developer shall ensure no construction waste blows onto adjacent properties.

k) No approvals have been given for a sign. All signs must comply with Chapter 66.

l) Per Section 66.0341(7) of the Village of Sister Bay Municipal Code, the Village Plan Commission shall be a part of the approval process of, and any amendment to, the Homeowners Association Bylaws. This review shall be limited to ensuring the above conditions are reflected in the bylaws.

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 being 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 Developer 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.

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

SECTION 3. PROJECT PHASING:

1. It is understood the Development will be built in phases as sales contracts are secured.

2. The Developer acknowledges that Zoning Permits for construction of driveways and buildings are required for each building to be built and permits are only valid for a period of twelve (12) months. If no action has commenced to establish said use, the permit is void. If progress has begun, permits may be renewed for one twelve (12) month period.

3. The Developer acknowledges that the time period for a Building Permit is under the control of the Building Inspector.

4. The Developer acknowledges that the total Development will be completed by **December 31, 2031.**

SECTION 4. OCCUPANCY PERMITS:

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

1. The terms of Sections 1, 2 and 3 of this Agreement have been satisfied. Notwithstanding the foregoing, the Village will grant and issue a Certificate of Compliance for the Development, including certificates for individual driveway and unit permits, when completed (it is the responsibility of the Developer to contact the Village and request the Certificate).

2. The Developer has paid all permit fees, impact fees, and connection fees, as applicable, in full and has reimbursed the Village for administrative costs, if required and in effect at the time of this Agreement.

3. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish, if any, are removed from the development and disposed of lawfully.

4. The Developer is not in material default on any aspect of this Agreement.

5. The site grading and construction of surface and storm water drainage facilities required to serve the development are completed, are connected with an operating system if required herein, are cleaned as needed, and have been accepted by the Village Board.

6. As a condition for issuance of a Certificate of Compliance all aspects of the Development must be in compliance with any and all applicable Fire and Building Codes, as well as all applicable Codes and regulations, including "as-builts". This shall include fire hydrants.

7. A Certificate of Compliance verifying compliance with this Development Agreement cannot be issued until the Developer has demonstrated compliance with this Agreement and the Zoning Code.

8. Occupancy Permits are issued by the Building Inspector. No unit shall be occupied until an Occupancy Permit has been issued by the Building Inspector.

SECTION 5. PRIVATE AND PUBLIC IMPROVEMENTS:

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

A. PUBLIC STREETS/ROADS:

The Developer hereby agrees that:

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

2. Roads are to be private but may be dedicated to the Village. Such roads shall not be designated as public roads unless the Village agrees to such dedication and the roads are added to the Village of Sister Bay Official Road Map.

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. If the Developer does not utilize a Village Engineer to design and certify the work completed, the Village's Engineer will need to review the work and certify the design/work; 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 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 and the Village's Engineer. If the Developer

does not utilize a Village Engineer to design and certify the work completed, the Village's Engineer will need to review the work and certify the design/work; the cost of any review by the Village's Engineer shall be paid by the Developer.

3. Upon review of the plans and any work performed, 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, the Village retains the right to require the Developer to install additional surface and storm water drainage measures. 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 Village, 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, non-invasive vines, and grasses not actually lying on the public streets, drainage ways, building foundation sites, private driveways, paths and trails (if any) by use of sound conservation practices.

2. The Developer will be required to remove and lawfully dispose of building materials, 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 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 stormwater ponds, and removal of unwanted items must be completed and certified as complete by the Village prior to the time that a Certificate of Compliance is 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. If applicable, 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:

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 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 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. T**he 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, with the exception of a dumpster at the northeast corner of the PUD, no 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 a parking lot.

5. As per the requirements of Section 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. The exception is the private roads; the Village is not required to accept any private roads, but the Developer may petition the Village to accept the roads, and if accepted, the Village shall add them to the Village of Sister Bay Official Map.

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.

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.

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

Nicholas & Mary Deviley
PO Box 50
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.

☐X *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:

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

SECTION 29. AMENDMENTS:
The Village and the Developer, by mutual consent, may amend this Development Agreement at any meeting of the Village Board. The Village Board shall not, however, consent to an amendment until after first having received a recommendation that the amendment shall be made from the Village's Plan Commission. If the Developer requests an amendment and the Village incurs related legal fees the Developer shall be billed for those fees and said fees paid within thirty (30) days of the invoice. There shall be a non-refundable courtesy review fee charged to the Developer for the Plan Commission to consider the amendment.

SECTION 30. DURATION:
The Developer acknowledges that the requirements regarding the operation and maintenance of the Development as fully described above shall continue and not expire unless the Property ceases to be used for its intended purpose for a period of twelve (12) months; future use may require review by the Plan Commission. The Developer acknowledges that the Village may from time to time establish new zoning, utility, storm water and other requirements or standards that apply to similarly situated properties which, if applicable, shall apply to this Development. The Developer may petition the Village Board to cancel or

eliminate the requirements of the Agreement. Prior to considering the petition, the Board shall ask the Plan Commission to conduct a public hearing and make a recommendation regarding the petition. The costs of the public hearing shall be the responsibility of the Developer. The Board may cancel the Agreement if it determines that there is no further value or need for the Developer to comply with its requirements.

[Signature page to follow]

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

DEVELOPER
Nicholas & Mary Deviley
By:

_____
Nicholas Deviley

_____
Mary Deviley

STATE OF WISCONSIN)
) ss:
COUNTY OF _____)

Personally came before me this _____ day of _____, 20____, the above named NICHOLAS & MARY DEVILEY, to me known to be the persons 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 16th day of December, 2025.

_____
Notary Public, State of WI
My commission expires: _____

Approved As To Form:

_____
Village Attorney

EXHIBIT A
PROPERTY DESCRIPTION

Village of Sister Bay Tax Parcel No. 181-00-08312813D, 13G and a portion pf parcel 181-00-08312842
Property Address: East of State Highway 57 (no address assigned as of yet)

Legal Description:

Tax Parcel Number 181-00-08312813D: A parcel of land located in the SW 1/4 of the NE 1/4 of Section 8, Township 31 North, Range 28 East, Village of Sister Bay, Door County, Wisconsin. Bounded and described as follows:

Commencing at the North 1/4 Corner of said Section 8-31-28; thence S. 01°51'04" E., 2333.20 feet thence N. 88°17'12" E., 472.18 feet to the point of beginning of lands to be described; thence N. 42°03'36" E., 1241.69 feet to the east line of the SW 1/4 of the NE 1/4 of said Section 8-31-28; thence S. 01°52'19" E., 951.39 feet along said east line; thence S. 87°56'26" W., 861.51 feet; thence N. 01°51'04" W., 59.98 feet to the point of beginning.

Said parcel contains 435,634 square feet (10.00 acres) and is benefited by benefited by a 30 foot wide Access & Utility Easement recorded at Document Numbers 782929 and 820994. Together with all other easements of record.

Tax Parcel Number 181-00-08312813G: A parcel of land located in the SW 1/4 of the NE 1/4 of Section 8, Township 31 North, Range 28 East, Village of Sister Bay, Door County, Wisconsin. Bounded and described as follows:

Commencing at the North 1/4 Corner of said Section 8-31-28; thence S. 01°51'04" E., 2333.20 feet along the west line of the NE 1/4 of said Section 8-31-28; thence N. 88°17'12" E., 433.15 feet to the SE corner of Lot 2 of C.S.M. Number 2997, recorded at Volume 18, Page 165 of Certified Survey Maps as Document Number 794910, said corner being the point of beginning of lands to be described; thence
N. 01°51'05" W., 450.00 feet along the easterly line of Lot 2 of said C.S.M. Number 2997 to the NE corner of Lot 2 of said C.S.M. Number 2997; thence N. 88°17'12" E., 471.25 feet; thence S. 42°03'36" W., 623.20 feet; thence S. 88°17'12" W., 39.03 feet to the point of beginning.

Said parcel contains 114,814 square feet (2.64 acres) and the westerly 15 feet of said parcel is subject to and benefited by a Sanitary Sewer & Water Easement recorded at Document Number 787618, said parcel is benefited by a 30 foot wide Access & Utility Easement recorded at Document Numbers 782929 and 820994. Together with all other easements of record.

Part of Tax Parcel Number 181-00-08312842: A parcel of land located in the SW 1/4 of the NE 1/4 of Section 8, Township 31 North, Range 28 East, Village of Sister Bay, Door County, Wisconsin. Bounded and described as follows:

Commencing at the North 1/4 Corner of said Section 8-31-28; thence S. 01°51'04" E., 2333.20 feet thence N. 88°17'12" E., 472.18 feet; thence S. 01°51'04" W., 59.98 feet; thence N.87°56'26" E., 421.51

feet to the point of beginning of lands to be described; thence continue N**.** 87°56'26" E., 440.00 feet to the east line of the SW 1/4 of the NE 1/4 of said Section 8-31-28; thence S. 01°50'48" E., 249.28 feet along said east line to the SE corner of the SW 1/4 of the NE 1/4 of said Section 8-31-28; thence S. 87°56'26" W., 440.00 feet along the south line of the SW 1/4 of the NE 1/4 of said Section 8-31-28; thence N**.** 01°56'26" W., 249.28 feet to the point of beginning.

Said parcel contains 109,366 square feet (2.51 acres) and is subject to and benefited by all easements of record.

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.

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.

7. **STREETS (NOT APPLICABLE*)***

a) Required Improvements: A 22-foot paved asphalt pavement. The pavement section shall be comprised of an 8" crushed stone base, pavement edge drains, 1½" asphalt binder course and a 1½" layer of asphalt surface course.

b) Plans and Specifications:

1. Street plans, including plan and profile view, road cross-section and specifications.

2. Pavement design calculations.

3. Proposed established street grade drawing.

c) The initial binder course shall be installed prior to approval of the first Occupancy Permit, and the final surface course shall be installed at such time as homes representing 90% of the units are issued Occupancy Permits, or as directed by the Village. Surface course shall be laid no later than one year after 90% occupancy.

d) Clean-up, repairs, and restoration of all pavement, sub grade, shoulder, or curb and gutter defects shall be performed prior to the placement of the final asphalt surface course.

e) If directed by the Village Engineer, soil borings shall be taken within the roadway at sufficient intervals to determine sub-base composition. If material is determined unsuitable for a stable road base, the material shall be removed and replaced with material approved by the Village Engineer.

f) The Developer shall repair all damage to Village streets caused by construction operations.

g) Developer shall arrange for installation of approved street signs.

h) Provide Class III barricades at all dead-end streets.

8. MISCELLANEOUS

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

The Developer:

a) Will be responsible for preserving existing trees, brush, or shrubs, not approved for removal. If unauthorized removal occurs, landscaping will be replaced at the Developer's expense.

b) Shall acquire all required underground utility easements. All sanitary, drainage, and other public utility easements must be shown on the Certified Survey Map or Plat for the property which is the subject of this Development Agreement, if a new Certified Survey Map or Plat is proposed. If required easements are omitted, or errors are detected on the Plat, the Developer shall make all necessary modifications to the plat at his expense.

c) Must see that all electric, telephone and cable television service lines are installed underground.

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:

_____ _____

Date

Utilities Director

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

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

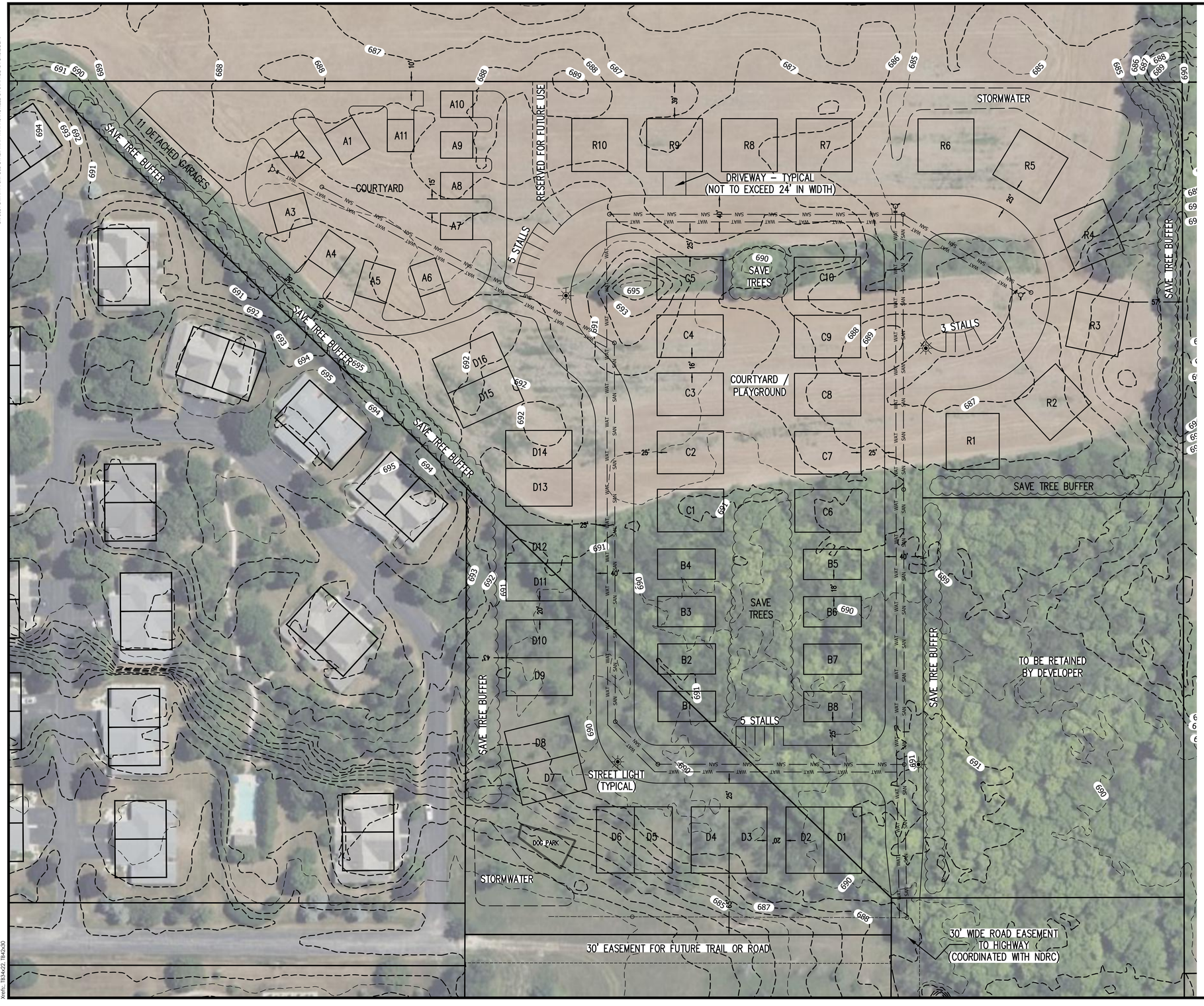
A. All sub-contractors shall be required to obtain at least Commercial General Liability, Automobile Liability, Workers' Compensation, and Employers' Liability Insurance. The insurance coverages shall be as broad as those noted for Contractor requirements contained in Section II above.

IV. APPLICABLE TO ARCHITECTS, CONSULTING, ENGINEERS, GENERAL CONTRACTORS & DESIGN/BUILD CONTRACTORS

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

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

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. ANY DISCREPANCIES SHALL BE REPORTED TO THE ENGINEER BEFORE PROCEEDING WITH THE WORK. THE COPYRIGHTS TO ALL DESIGNS AND DRAWINGS ARE THE PROPERTY OF STANTEC. REPRODUCTION OR USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY STANTEC IS FORBIDDEN.



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0 50 100

GRAPHIC SCALE IN FEET

LABEL	QUANTITY	SIZE
A1 – A5	5	34' x 38'
A6 – A11	6	28' x 34'
B1 – B8	8	32' x 61'
C1 – C10	10	45' x 70'
R1 – R10	10	59' x 56'
D1 – D16	8 DUPLEXES 16 UNITS	80' x 70'

DENSITY CALCULATIONS

TOTAL ACREAGE	=	15.0±
TOTAL UNITS	=	55
DENSITY	=	3.67 / ACRE

NOTES:
1. USED 30' REAR AND 10' SIDE SETBACKS.
2. 15' SPACE BETWEEN SINGLE FAMILY.
3. 20' SPACE BETWEEN DUPLEXES.
4. SAVE TREES WHERE SHOWN.
5. SOILS MAPPED > 60" DEEP IN SOUTH 2/3 OF SITE. PONDS SHOULD BE INFILTRATION PONDS.
6. ROAD RIGHT OF WAY = 40 FEET, BACK OF CURB TO BACK OF CURB = 23 FEET, WITH 20' WIDE ASPHALT SURFACE. PARKING TO BE LIMITED BY SIGNAGE TO ONE SIDE OF THE ROAD.
7. REFER TO SEPARATE LANDSCAPE PLAN FOR TREE PLANTING SCHEDULE.
8. STREET LIGHTS TO BE STERNBERG (MAIN STREET SERIES) TYPE S1.

Detached garage building might be reduced in size and number to accomodate a potential dumpster

Stantec
312 N. 5th Avenue
Sturgeon Bay, WI 54235
www.stantec.com

OVERALL SITE PLAN

DEVILEY

SISTER BAY, DOOR COUNTY, WI 54234

DATE OF ISSUANCE
December 1, 2025

NO.	REVISION	DATE

SURVEY	
DRAWN	MTA
DESIGNED	
CHECKED	
APPROVED	
PROJ. NO.	193000000

SHEET NUMBER
C001

Plot Date: 12/01/2025 - 8:57am
Plotted by: Mark Anderson
Drawing: C:\Users\mcdaniel.anderson\Stantec\Sturgeon Bay CAD\7-2025 thru 12-2025\Deviley\193805880_DES.dwg
Xrefs: TB34x22, TB42x30

Detached Garages

SAVE TREE BUFFER

SAVE TREE BUFFER

SAVE TREE BUFFER

A1 A2 A3 A4 A5 A6 A7 A8 A9 A10 A11

Asphalt Driveway

Grilling and Seating Patio

Playground Area

Reserved For Future Use

R1 R2 R3 R4 R5 R6 R7 R8 R9 R10

STORMWATER

SAVE TREE BUFFER

Dark Green Arborvitae Spaced 6' on Center

SAVE TREE BUFFER

C1 C2 C3 C4 C5 C6 C7 C8 C9 C10

SAVE TREES

SAVE TREES

B1 B2 B3 B4 B5 B6 B7 B8

D1 D2 D3 D4 D5 D6 D7 D8 D9 D10 D11 D12 D13 D14 D15 D16

DOG PARK

STORMWATER

Dark Green Arborvitae Spaced 6' on Center

SAVE TREE BUFFER

30' WIDE ROAD EASEMENT TO HIGHWAY (COORDINATED WITH NDRC)

Tree Planting Plan

Plant Key		
Symbol	Quanity	Common Name
	112	Dark Green Arborvitae (5' B&B)
	28	White Pine (6' B&B)
	33	Snowcap Japanese Lilac (2" B&B)
	24	Bartlett Pear (#10)
	20	Armstrong Maple (2"B&B)
	22	Fall Fiesta Sugar Maple (2"B&B)
	28	Northern Red Oak (2"B&B)
	35	Autumn Blaze Maple (2"B&B)

N

0 50 100

GRAPHIC SCALE IN FEET

Plan is illustrative only - tree species to be reiviewed by Plan Commission prior to planting

REVISIONS	DATE

Portside (Deviley)
Highway 57
Sister Bay

DRAWN
Jay Delwiche
CHECKED BY
DATE
11/6/2025
SCALE
No Scale
SHEET
Builder: Portside

"A" Plans (11 total)

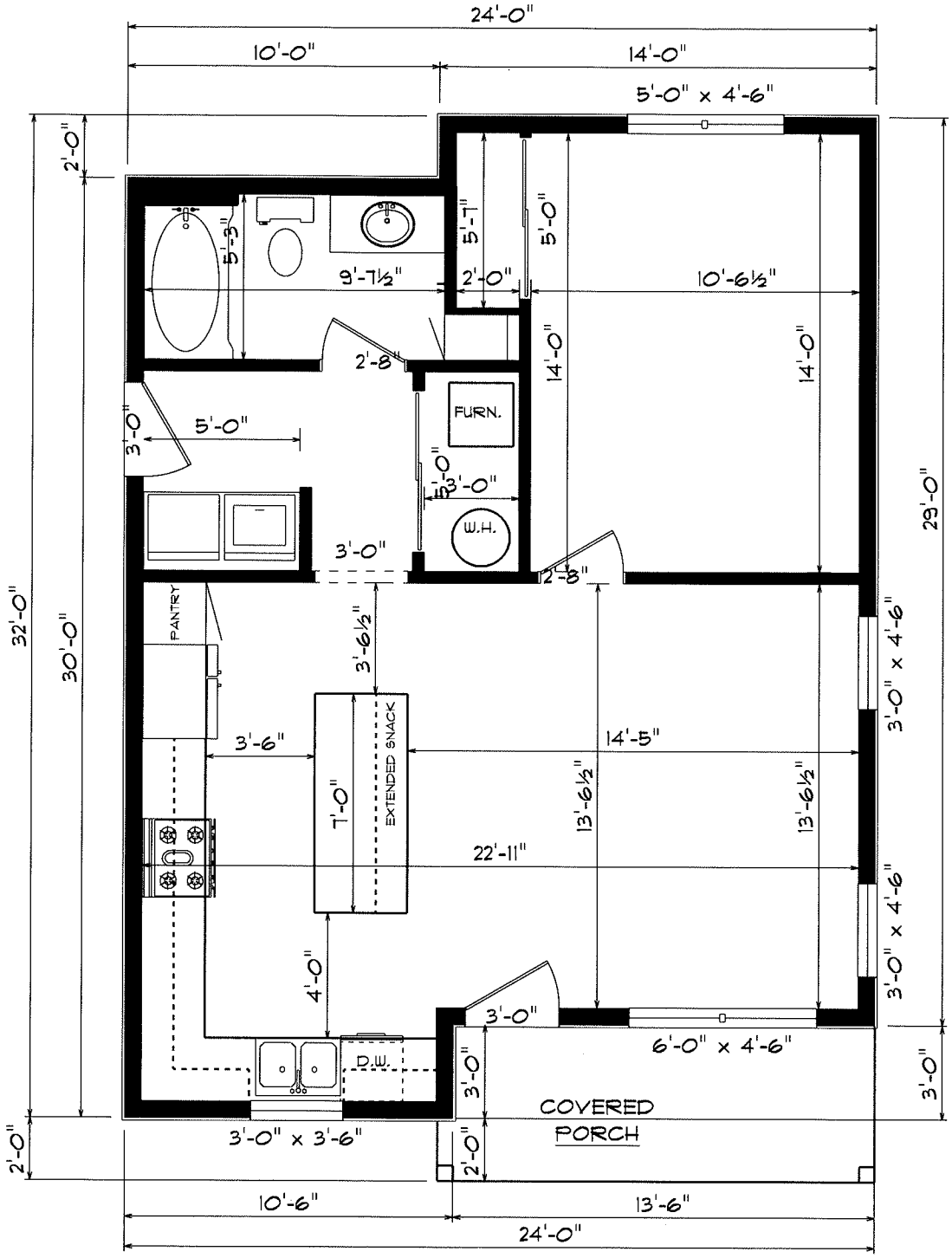
±700 s/f to ±900 s/f

1 Bedroom / 1 Bath

2 Bedroom / 1 bath

Common Courtyard

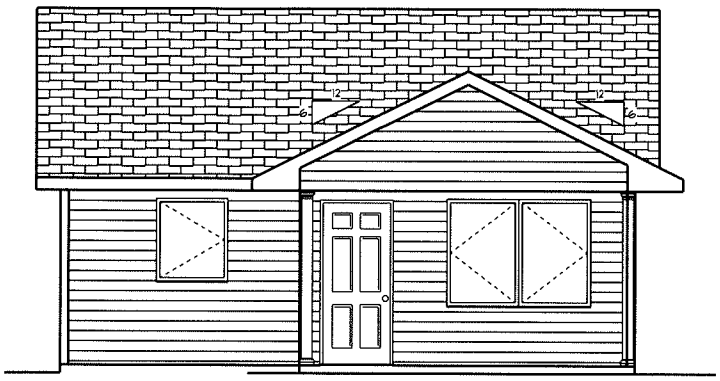
10 Unit Detached Garage



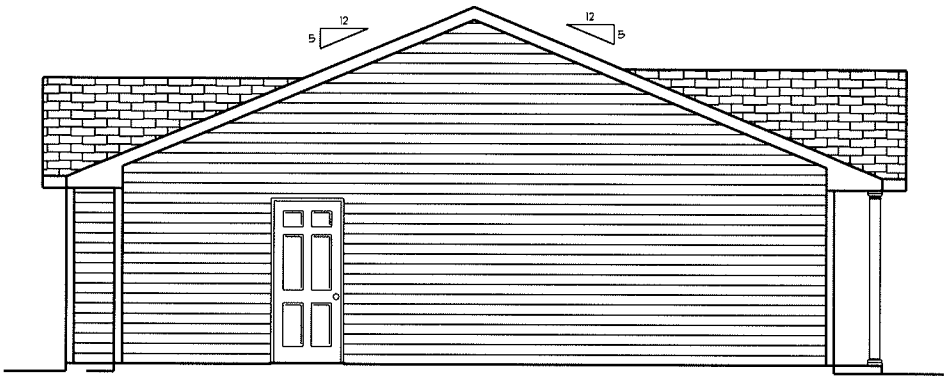
FIRST FLOOR PLAN

708 SQ.FT.@ 1ST.FLOOR

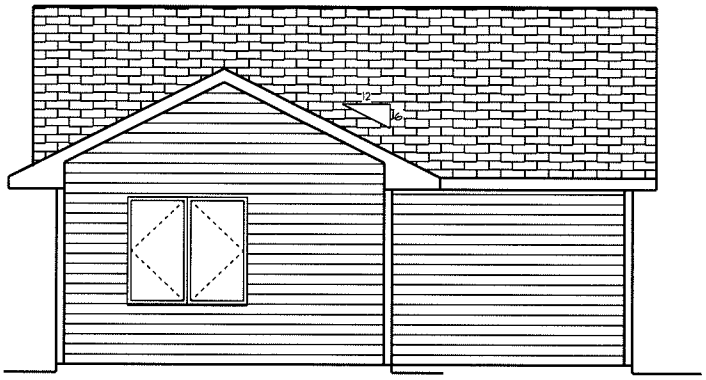
1 BEDROOM



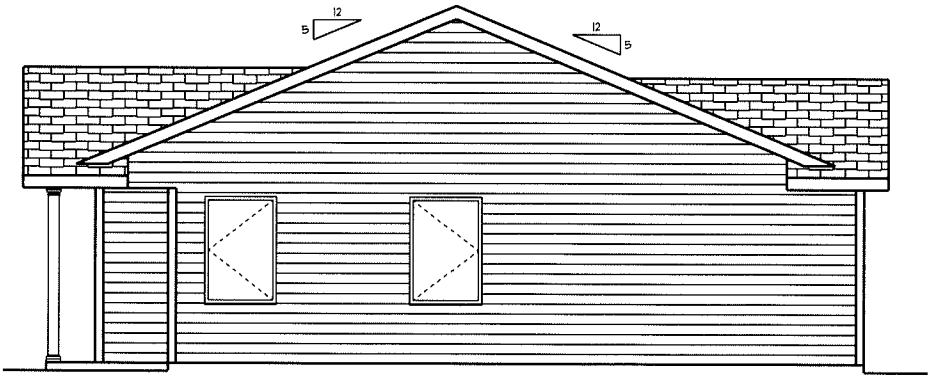
FRONT ELEVATION



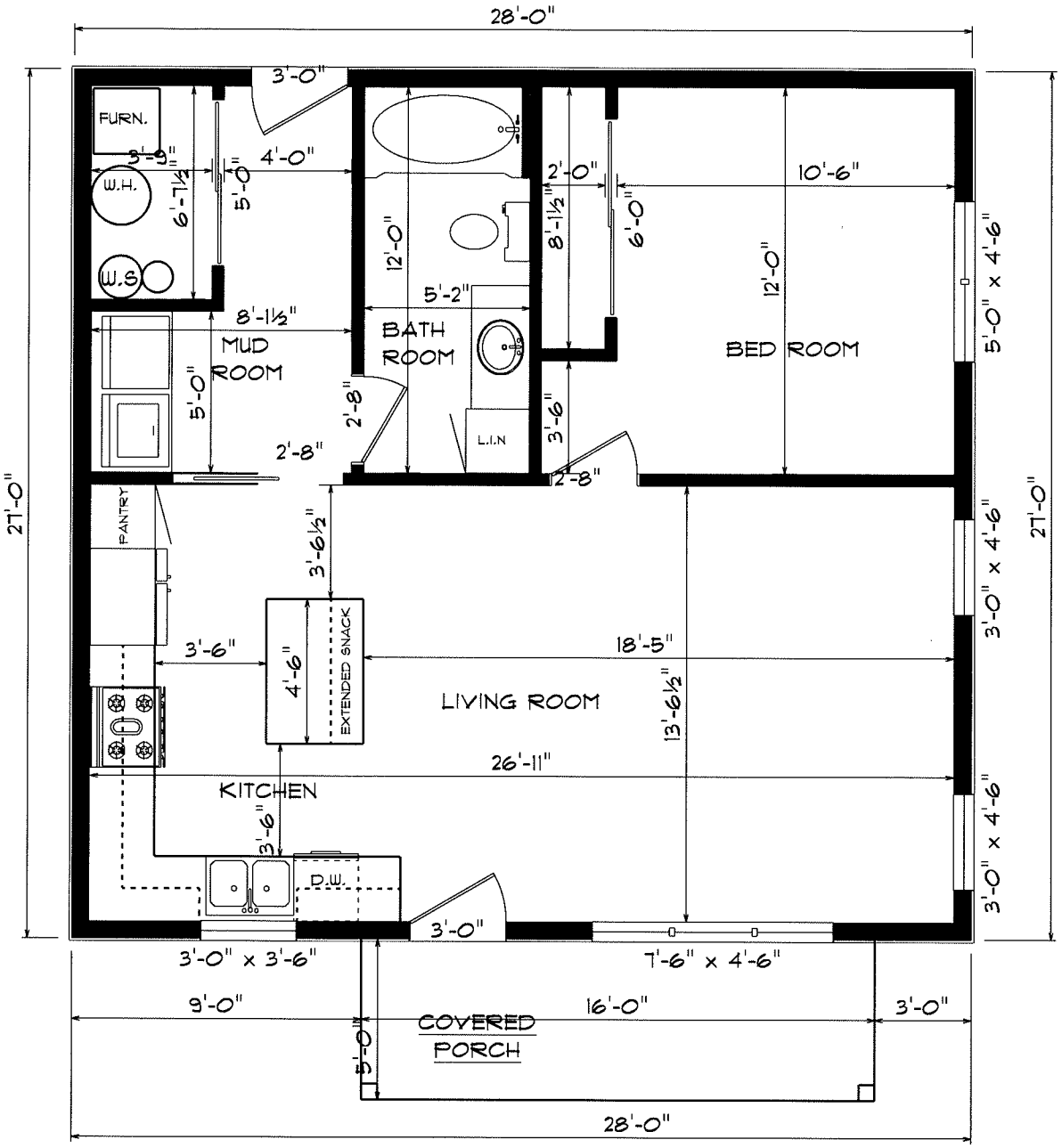
LEFT ELEVATION



BACK ELEVATION



RIGHT ELEVATION



FIRST FLOOR PLAN

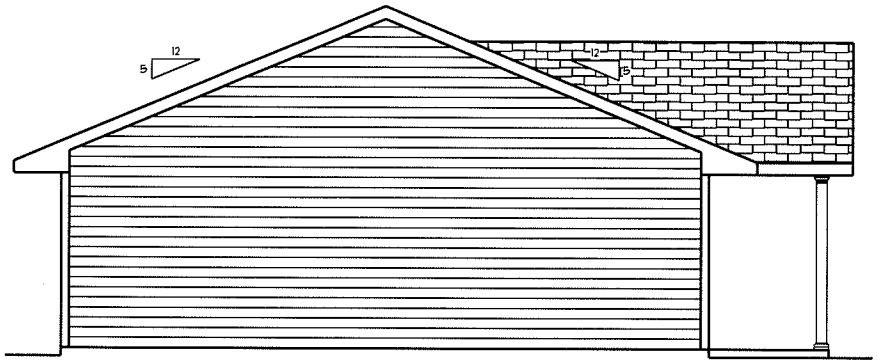
756 SQ.FT.@ 1ST.FLOOR

1 BEDROOM

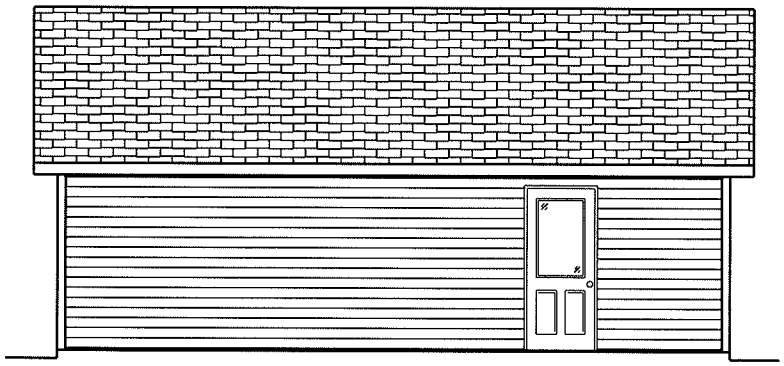
756 SQ. FT. HOUSE



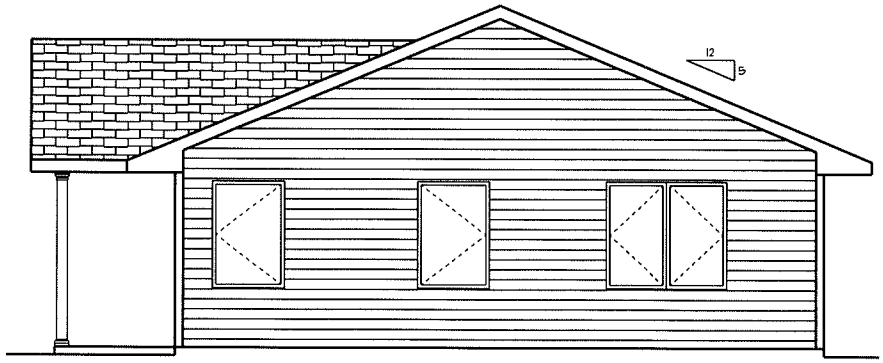
FRONT ELEVATION



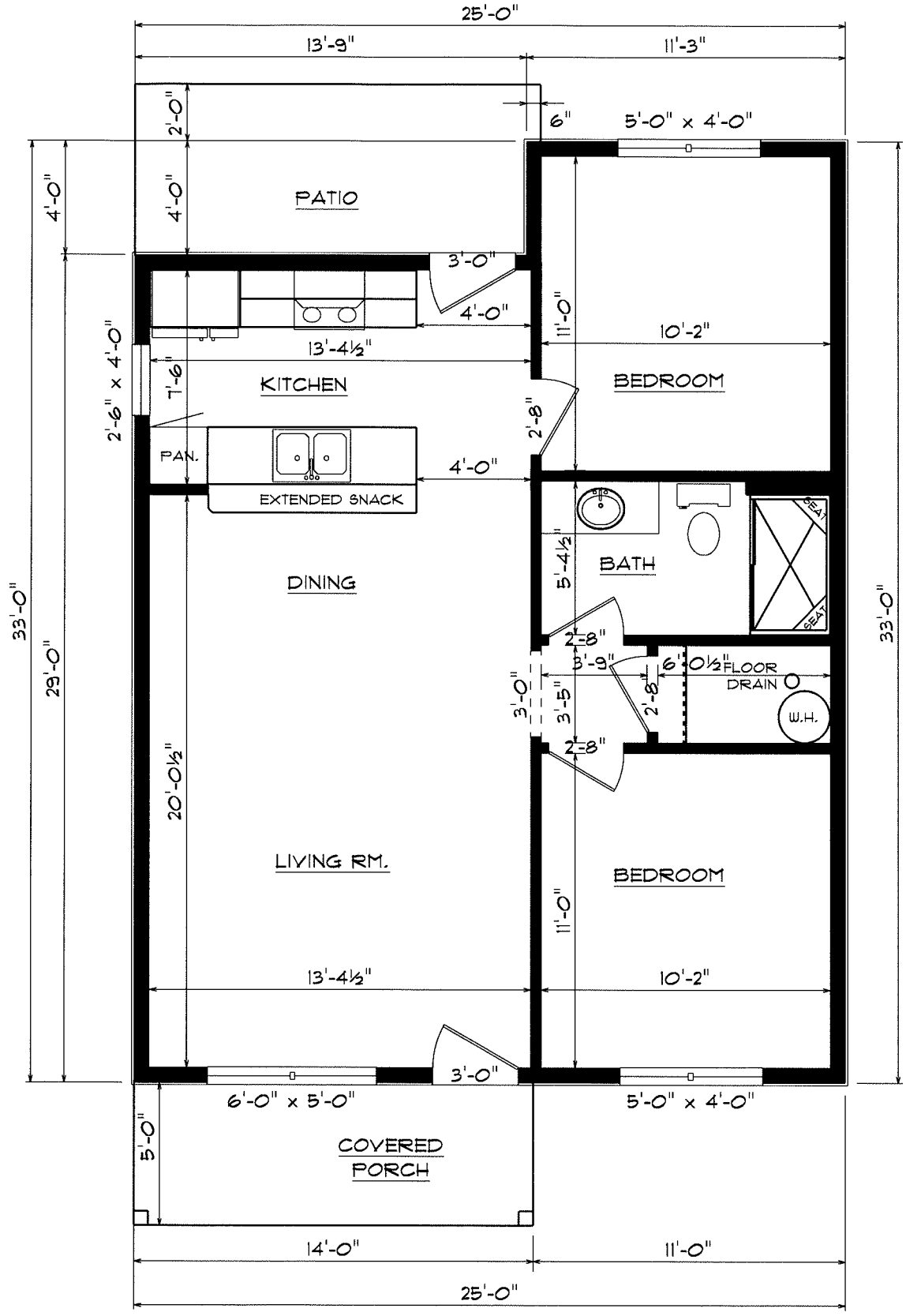
LEFT ELEVATION



BACK ELEVATION



RIGHT ELEVATION



FIRST FLOOR PLAN

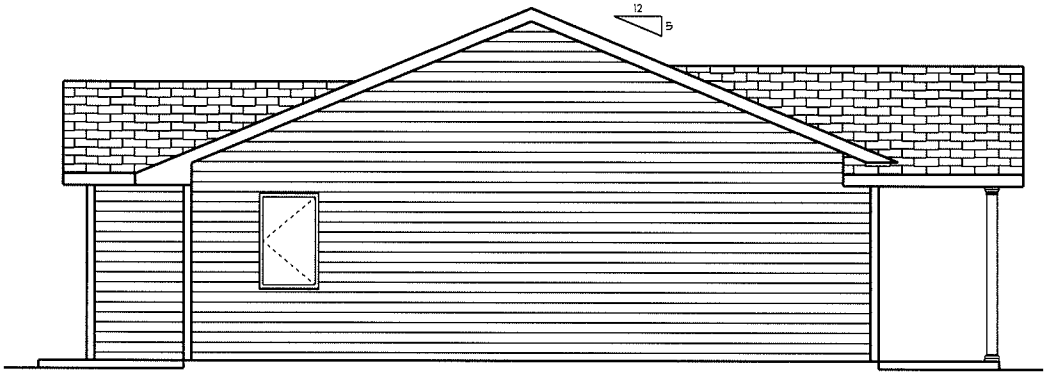
770 SQ.FT.@ 1ST.FLOOR

2 BEDROOM

770 SQ. FT. HOUSE



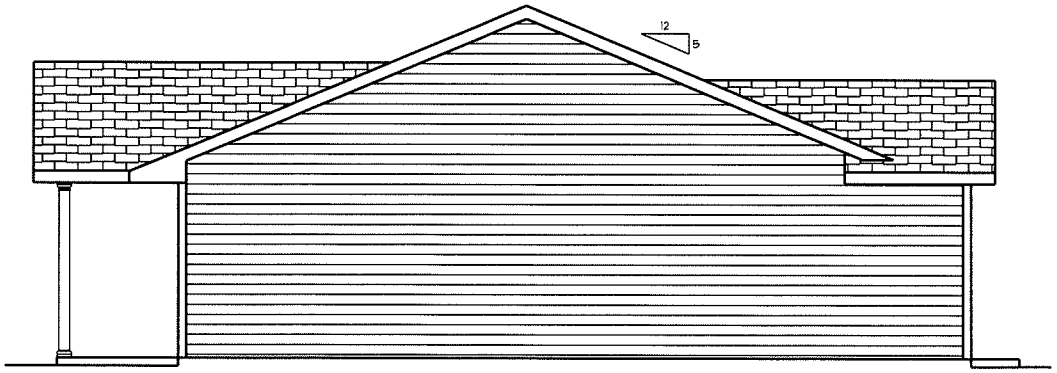
FRONT ELEVATION



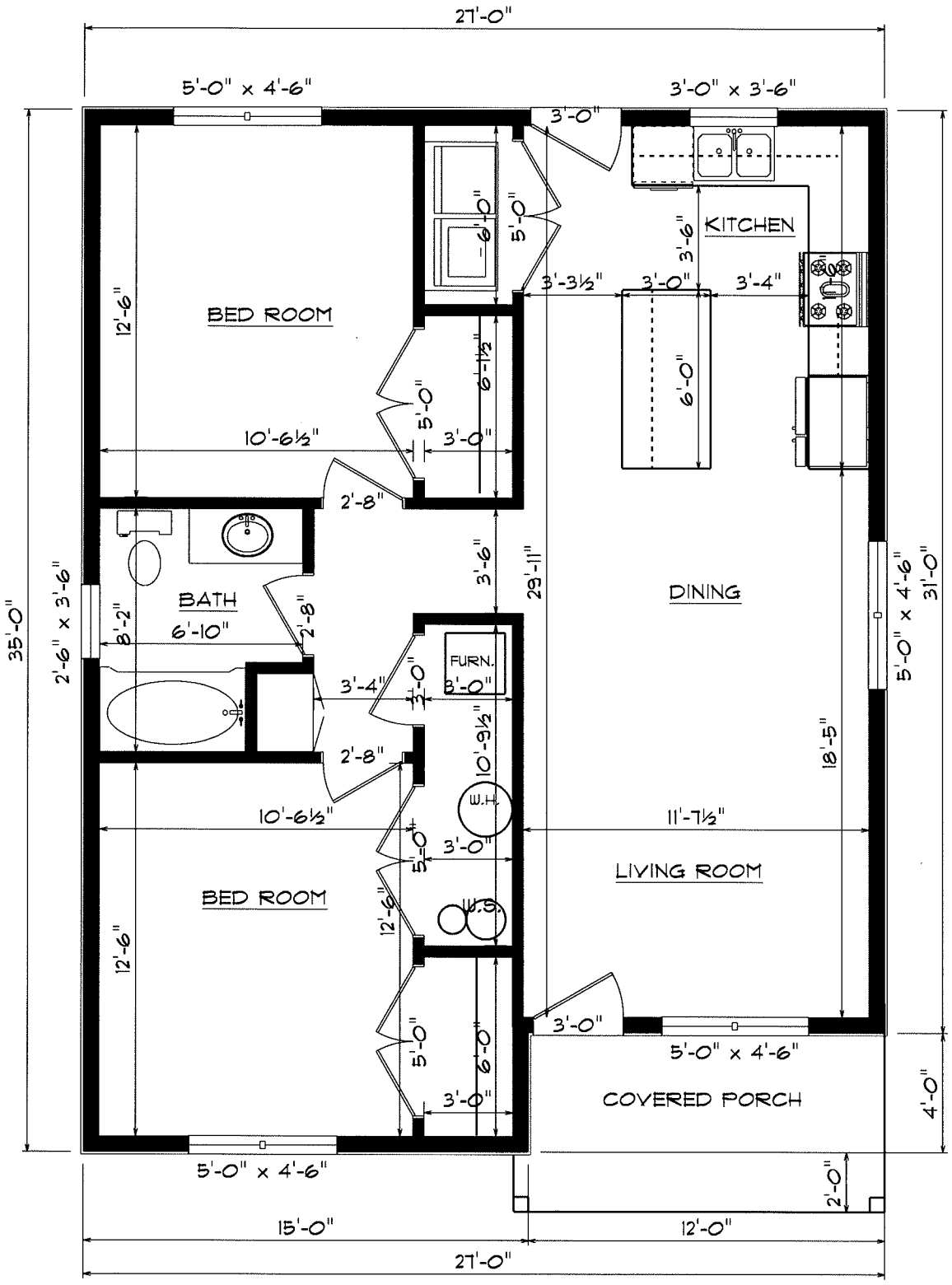
LEFT ELEVATION



BACK ELEVATION



RIGHT ELEVATION



FIRST FLOOR PLAN

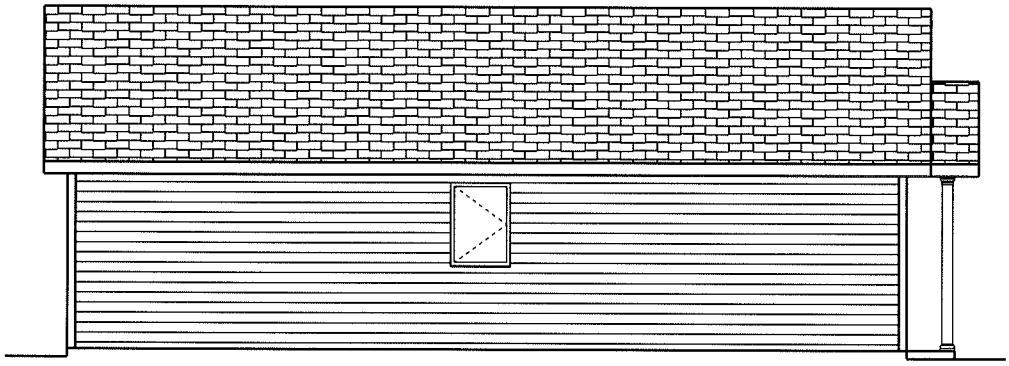
897 SQ.FT.@ 1ST.FLOOR

2 BEDROOM

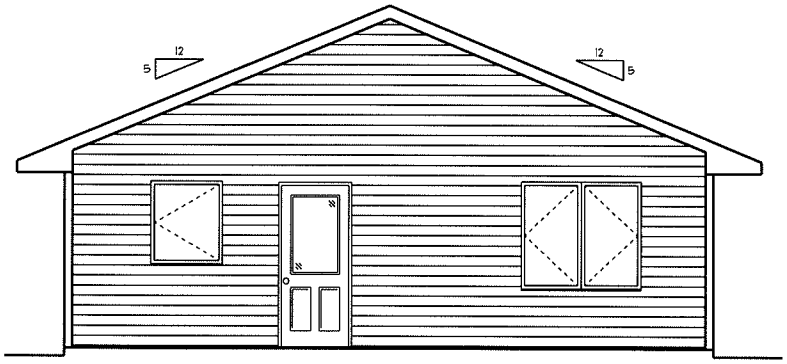
897 SQ. FT. HOUSE



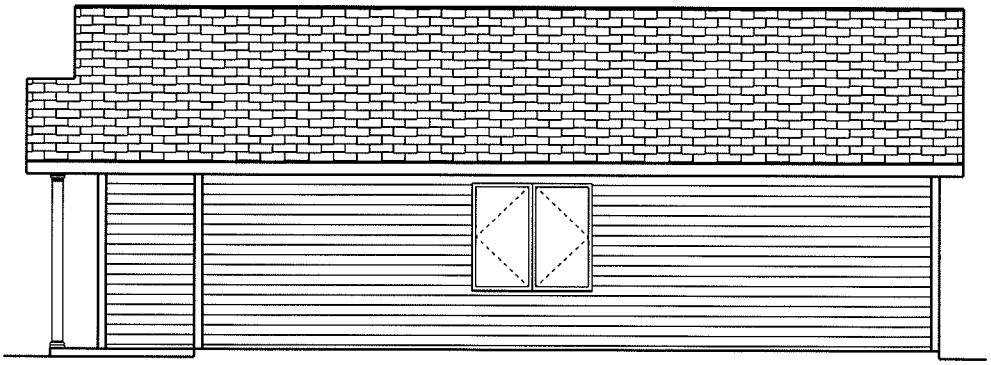
FRONT ELEVATION



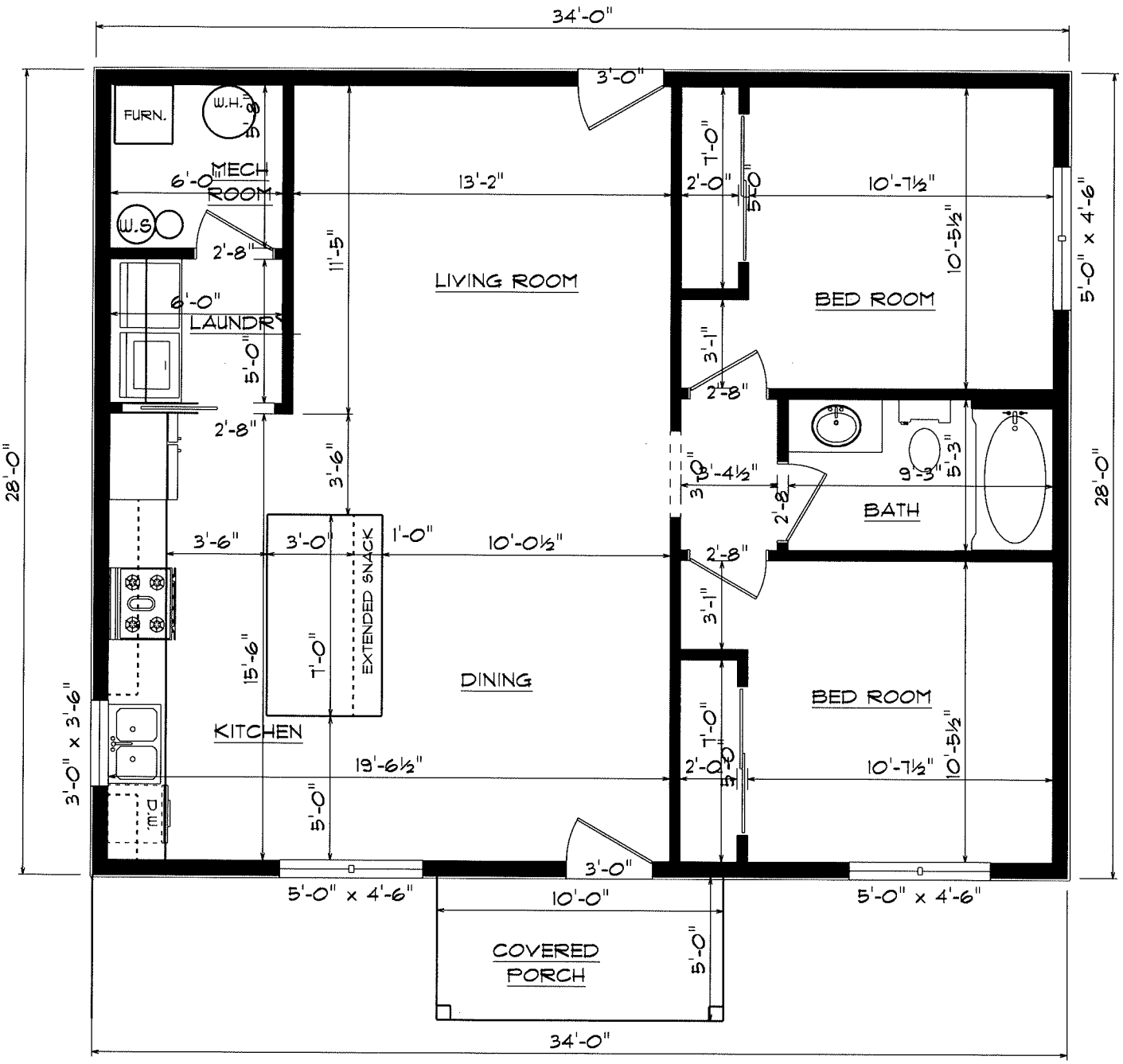
LEFT ELEVATION



BACK ELEVATION



RIGHT ELEVATION



FIRST FLOOR PLAN

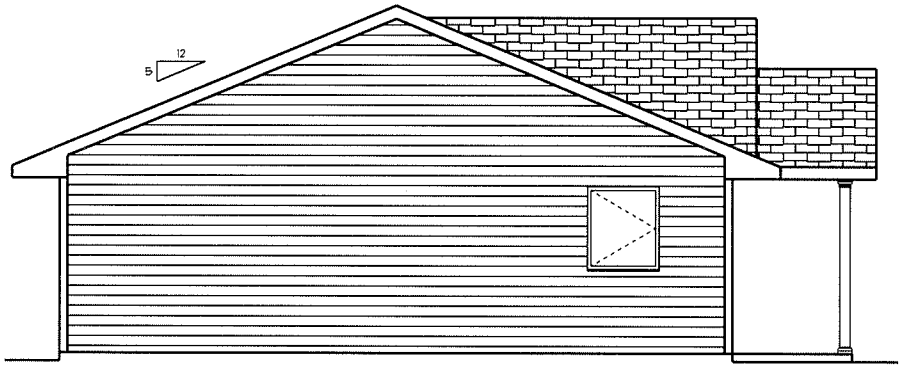
952 SQ.FT.@ 1ST.FLOOR

2 BEDROOM

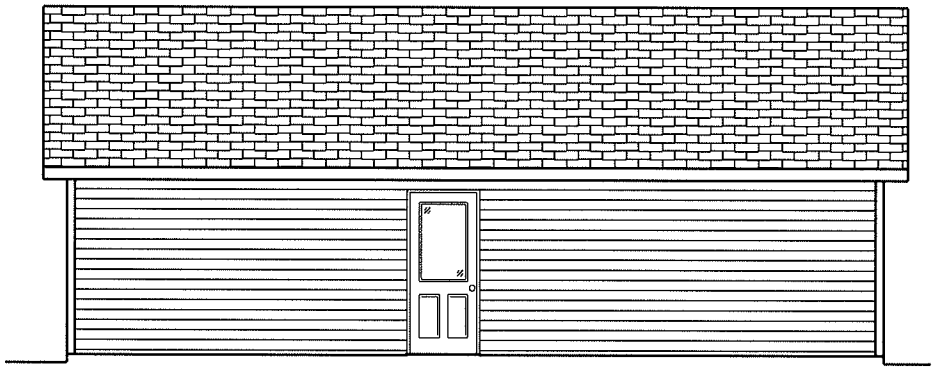
952 SQ. FT. HOUSE



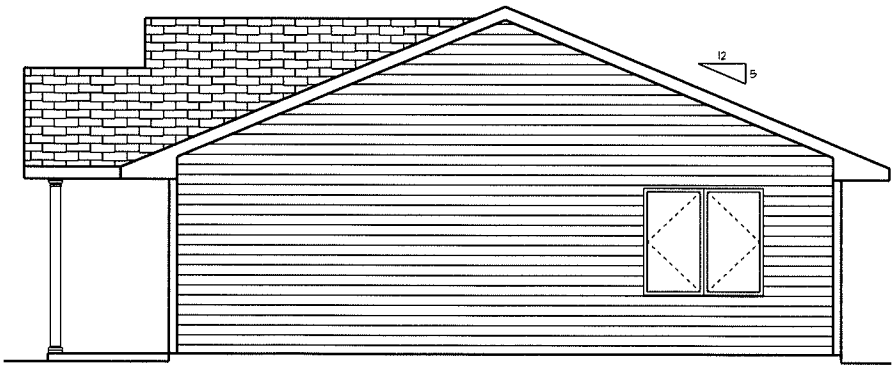
FRONT ELEVATION



LEFT ELEVATION



BACK ELEVATION



RIGHT ELEVATION

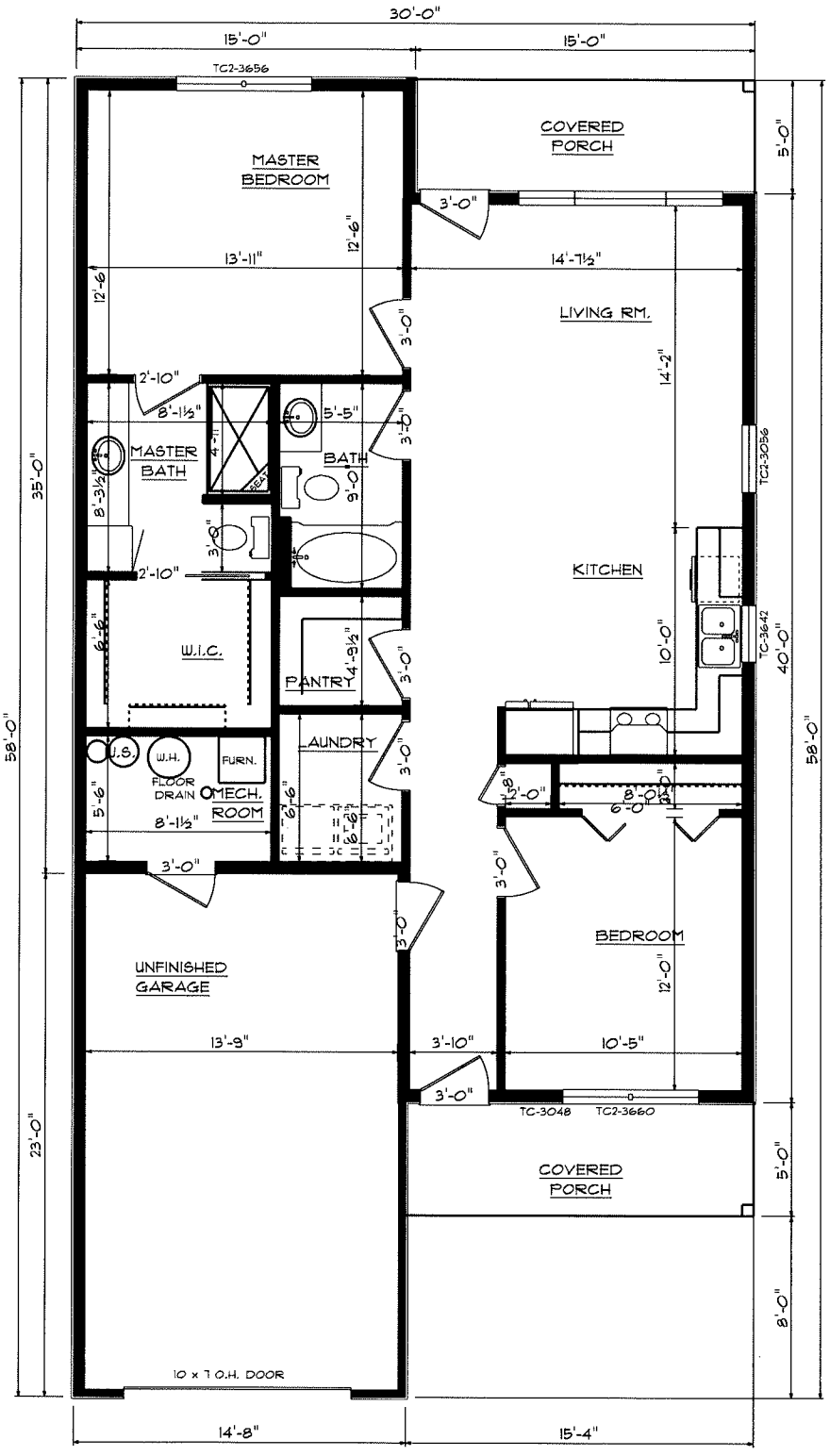
"B" Plans (8 total)

±1,100 s/f to ±1,300 s/f

2 Bedroom / 2 Bath

Attached 1 Stall Garage

In a Wooded Setting



FIRST FLOOR PLAN

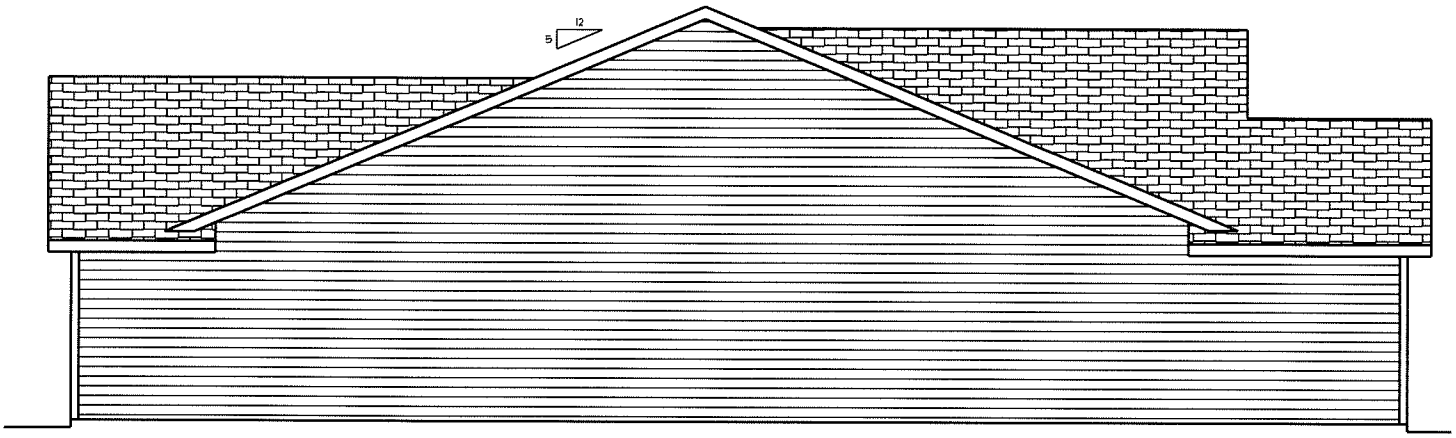
1,132 SQ.FT.@ 1ST.FLOOR

2 BEDROOM

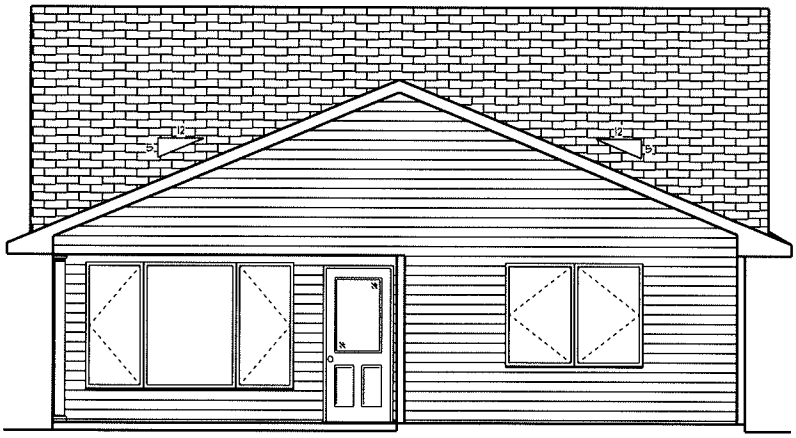
1132 SQ. FT. HOUSE



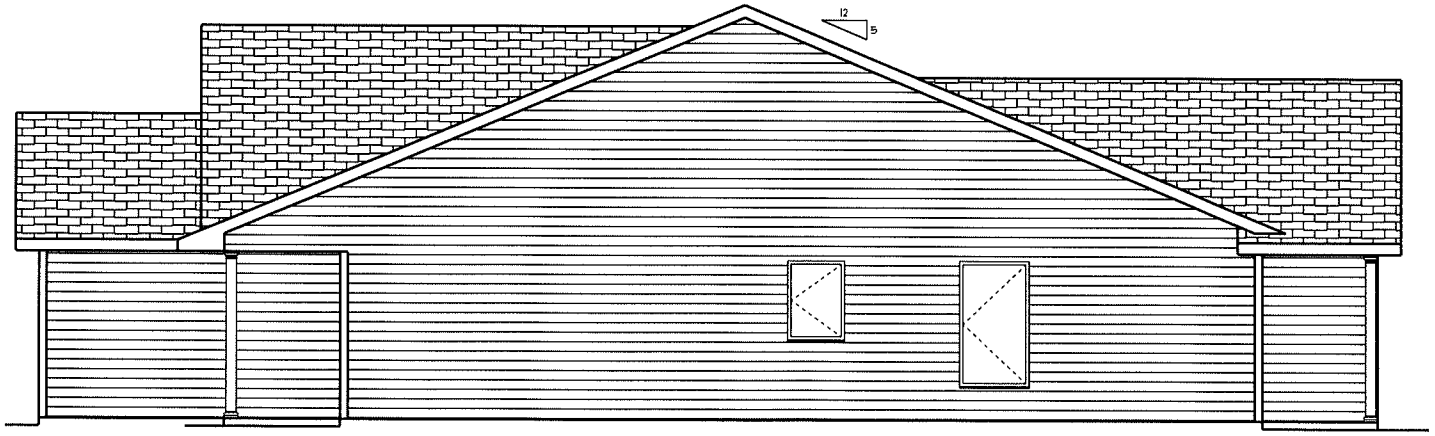
FRONT ELEVATION



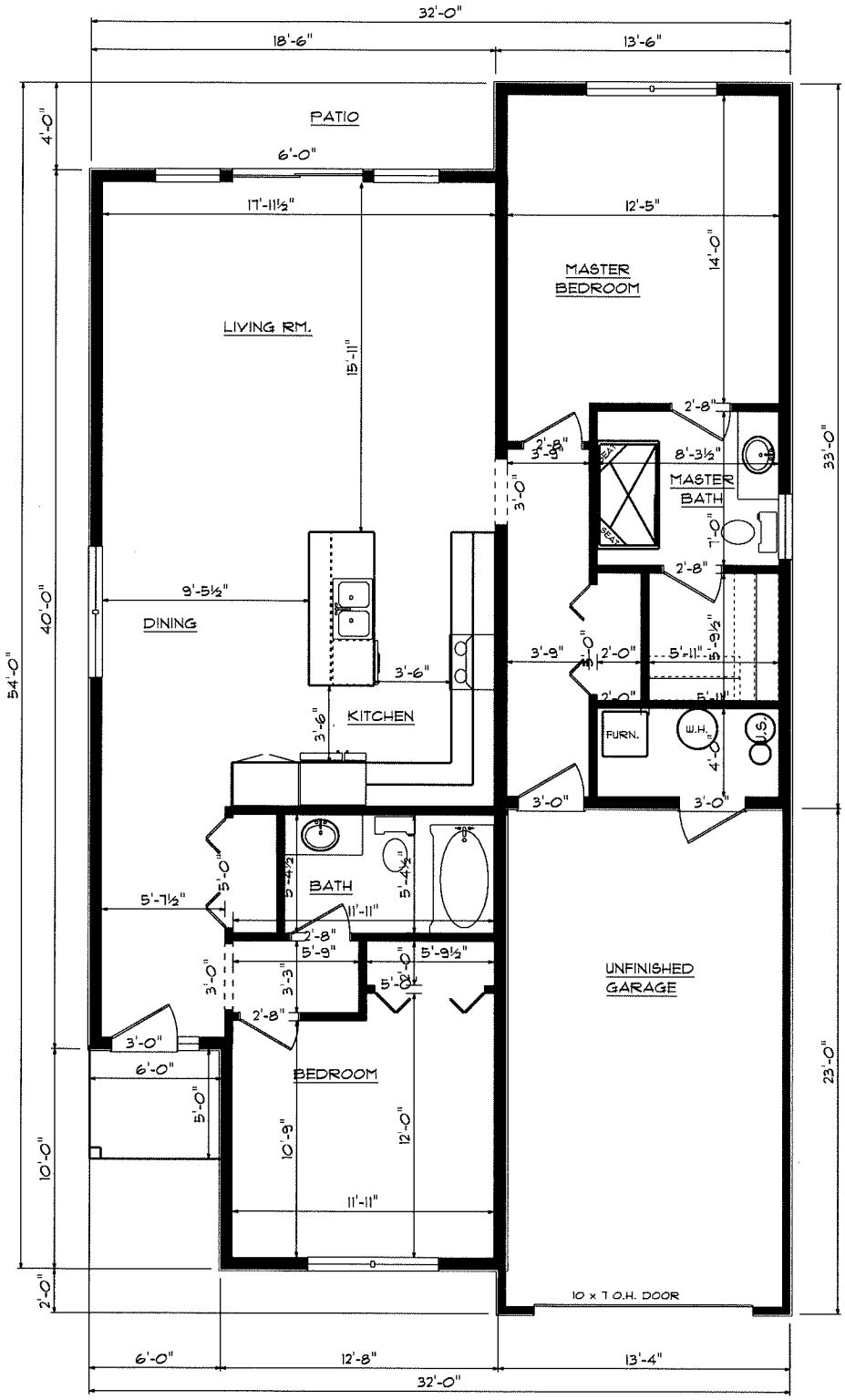
LEFT ELEVATION



BACK ELEVATION



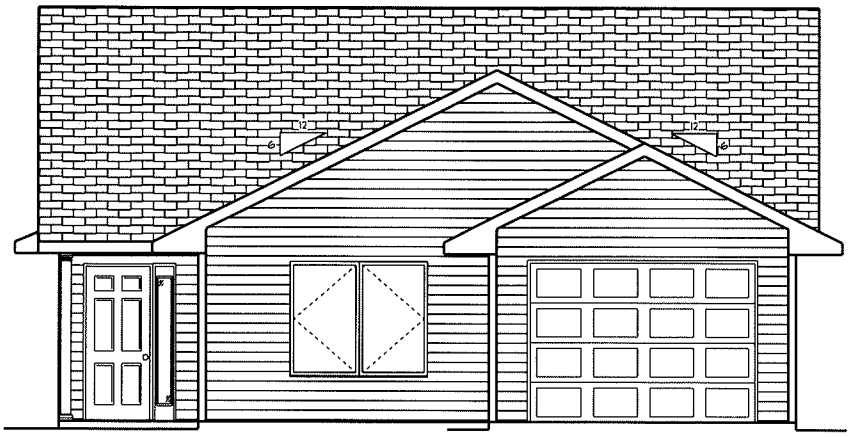
RIGHT ELEVATION



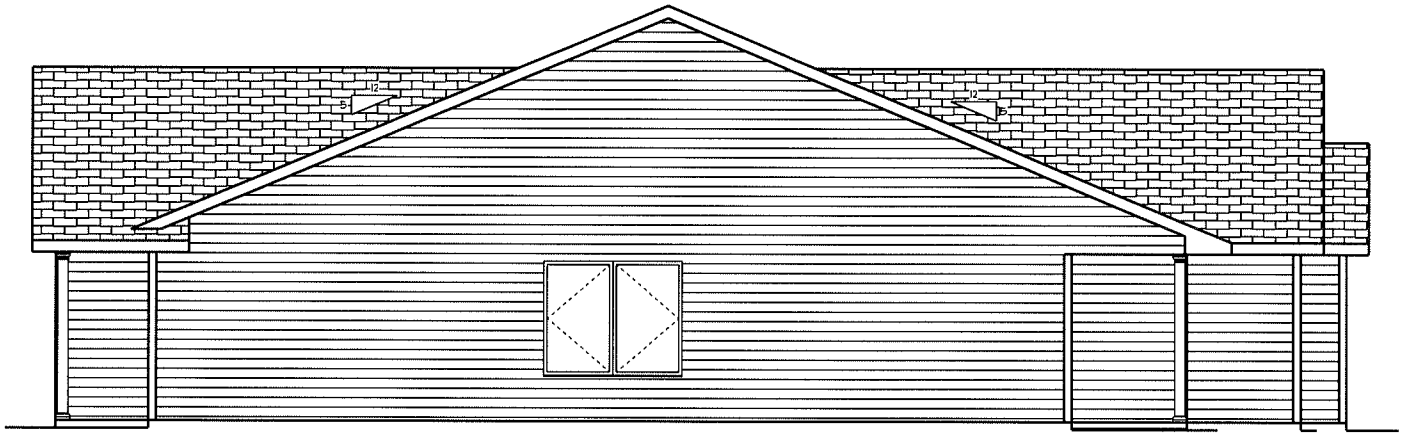
FIRST FLOOR PLAN

1,321 SQ.FT.@ 1ST.FLOOR

2 BEDROOM



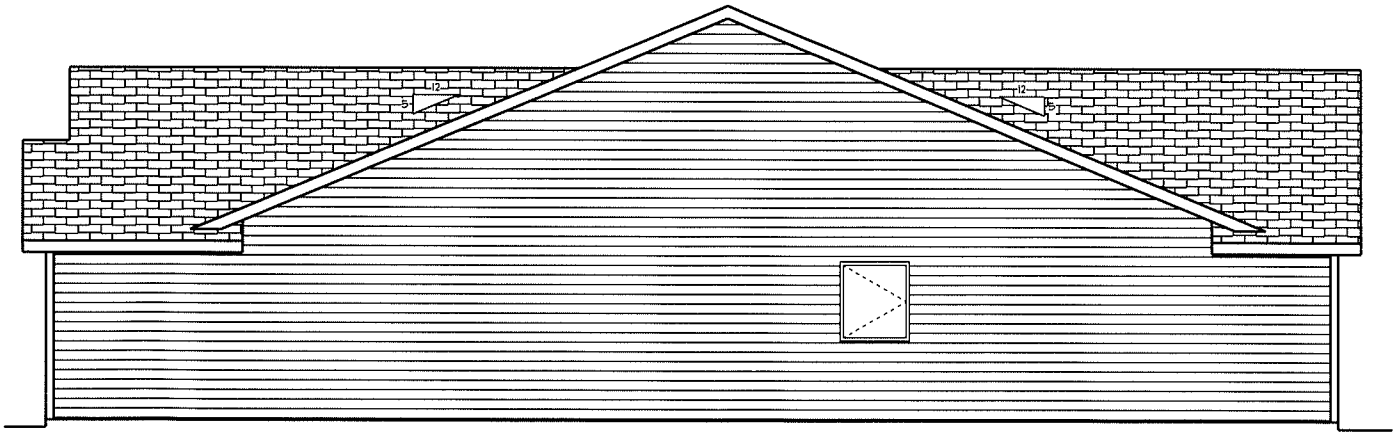
FRONT ELEVATION



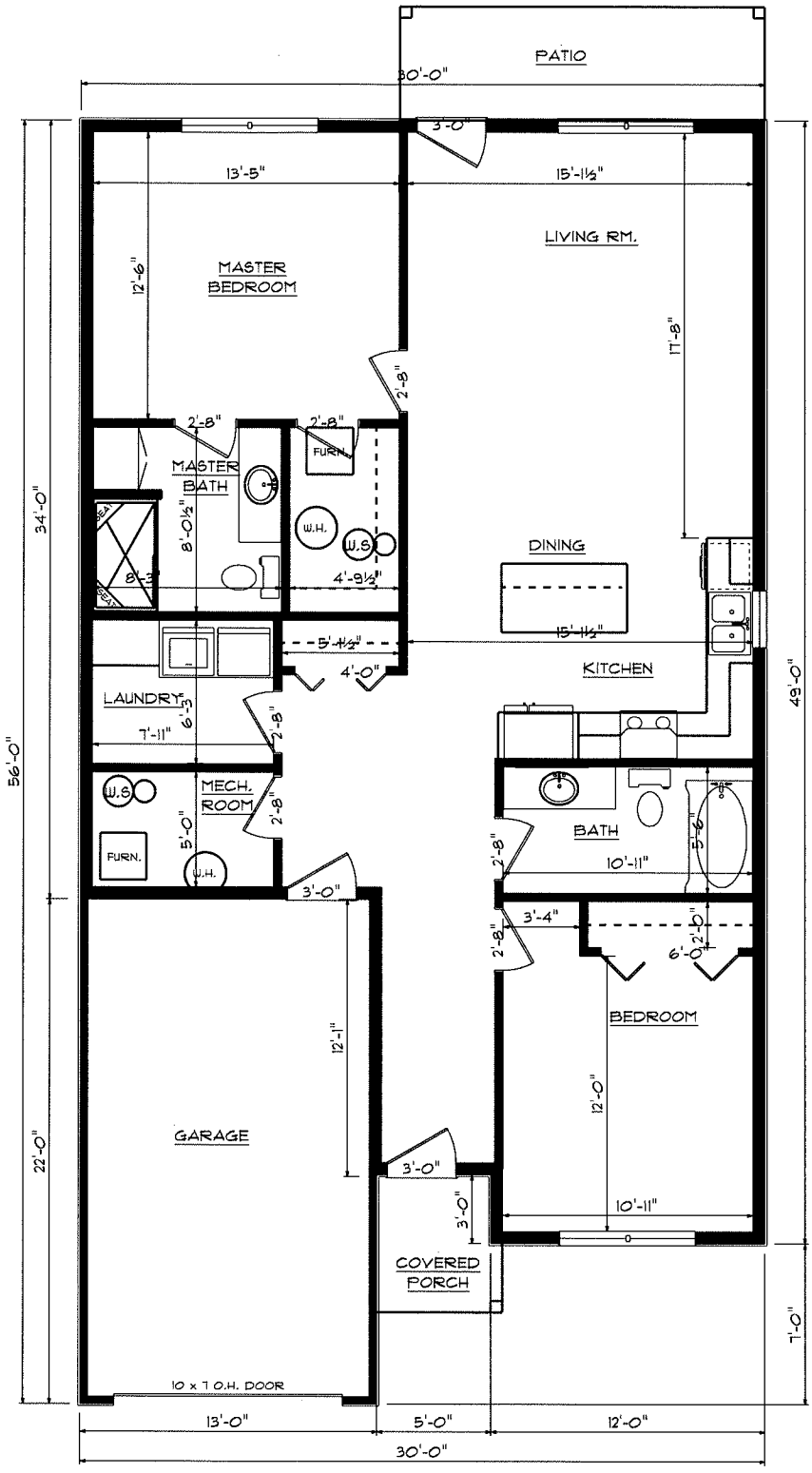
LEFT ELEVATION



BACK ELEVATION



RIGHT ELEVATION

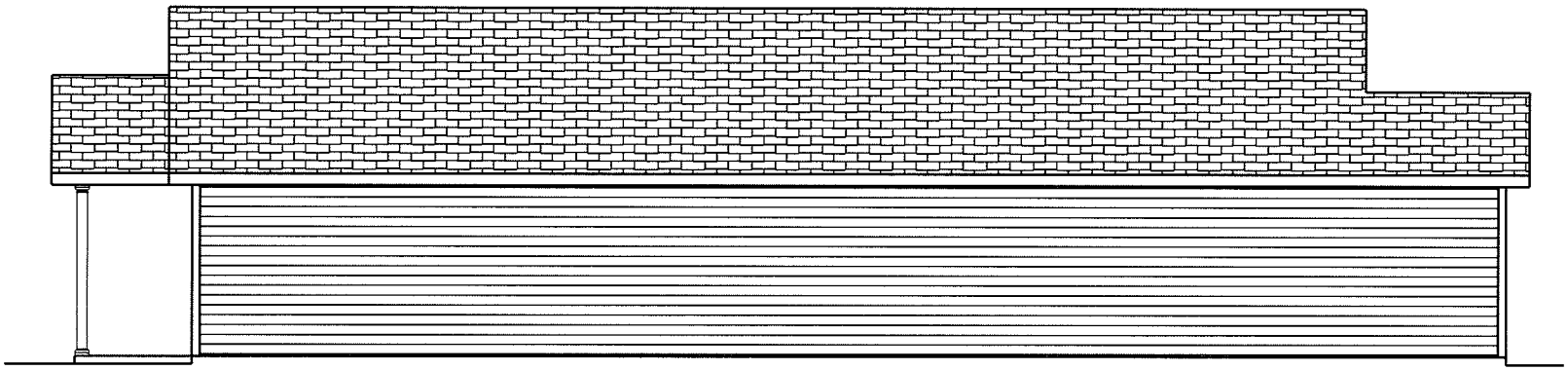


FIRST FLOOR PLAN

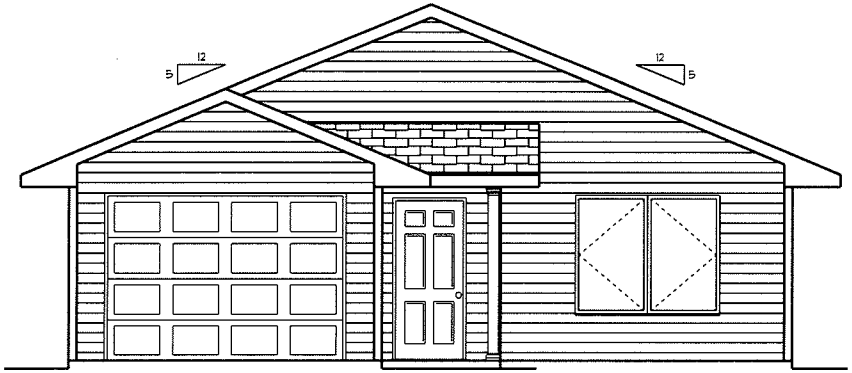
1,294 SQ.FT. @ 1ST. FLOOR

2 BEDROOM

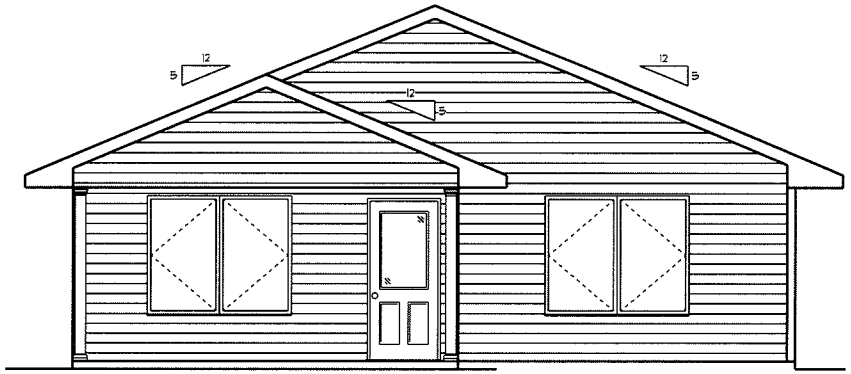
1294 SQ. FT. HOUSE



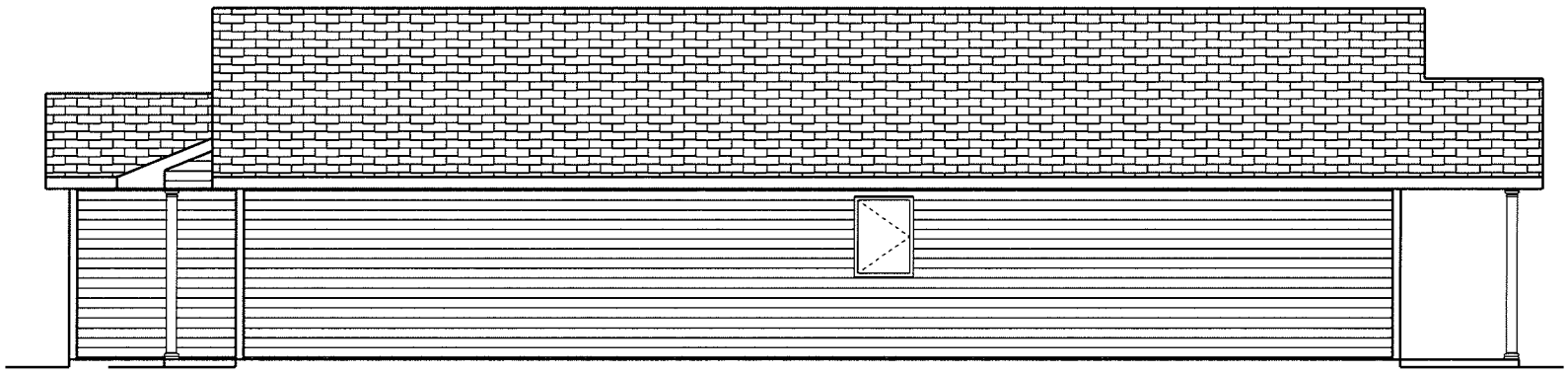
LEFT ELEVATION



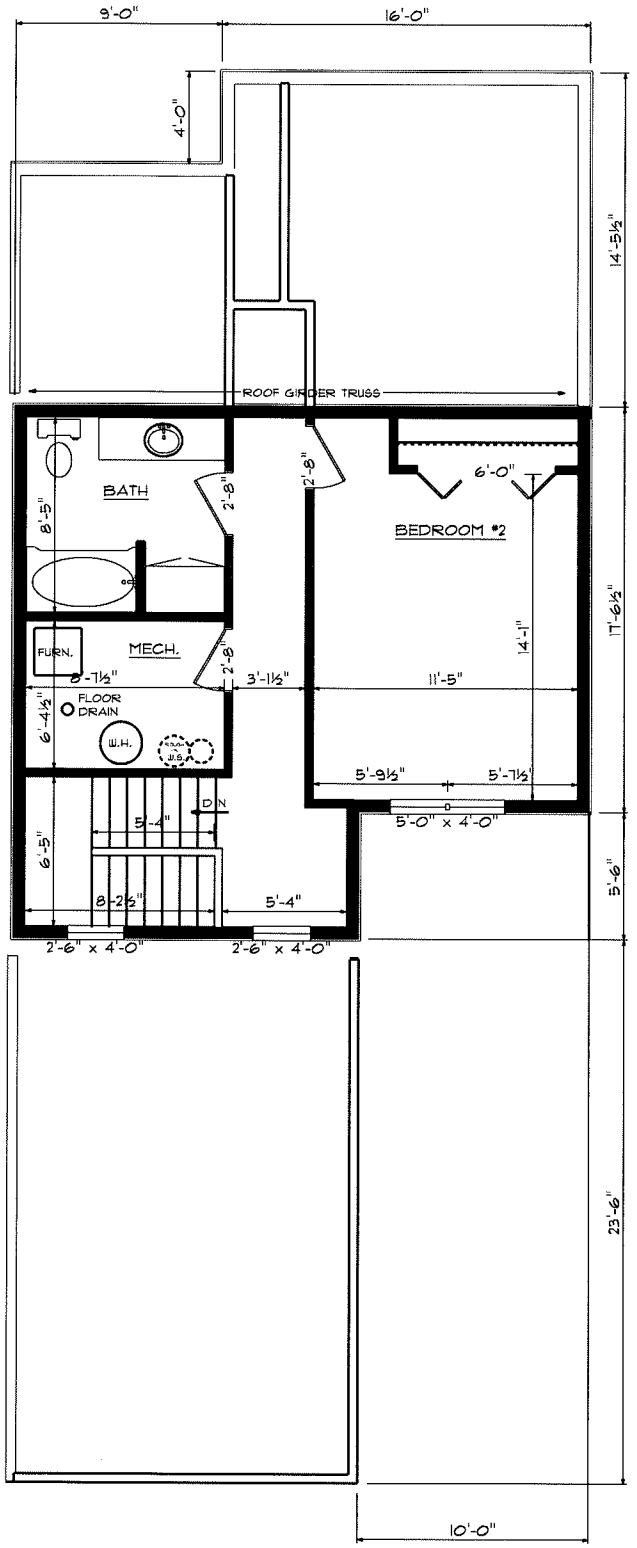
FRONT ELEVATION



BACK ELEVATION



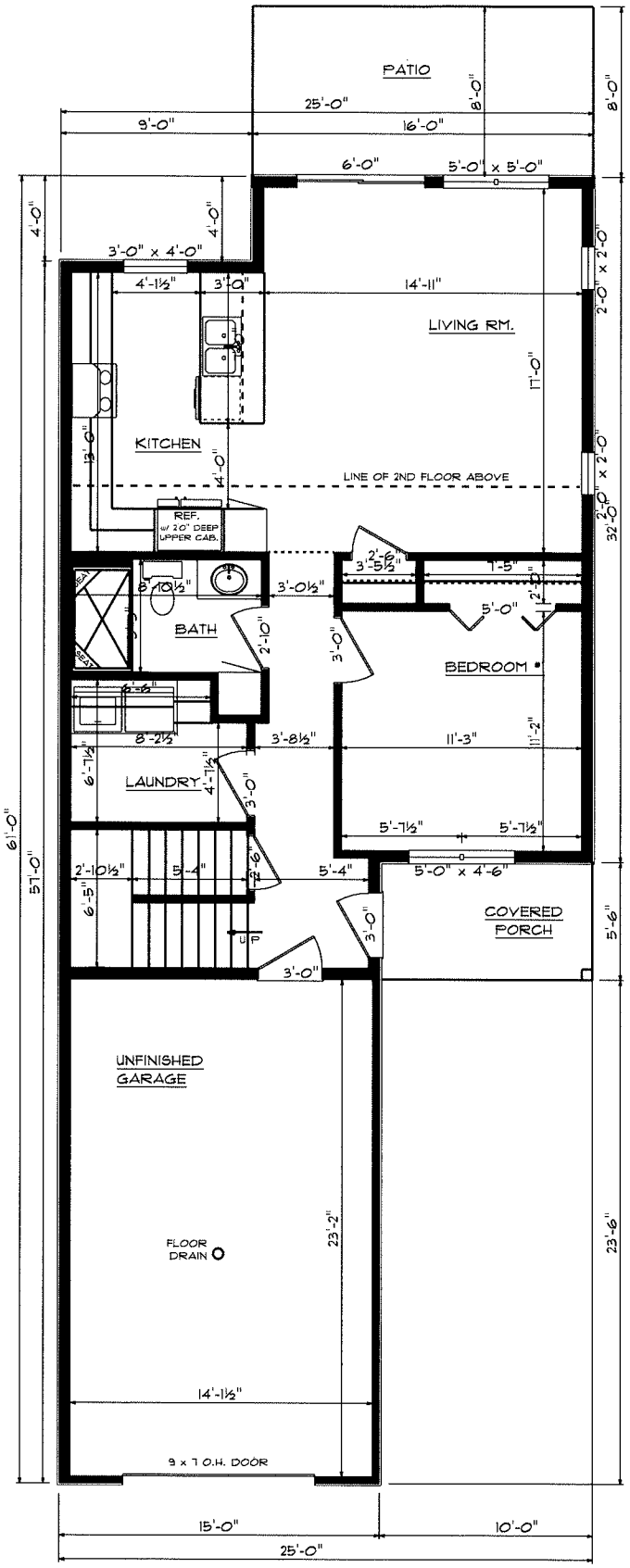
RIGHT ELEVATION



2 BEDROOM PLAN

SECOND FLOOR PLAN

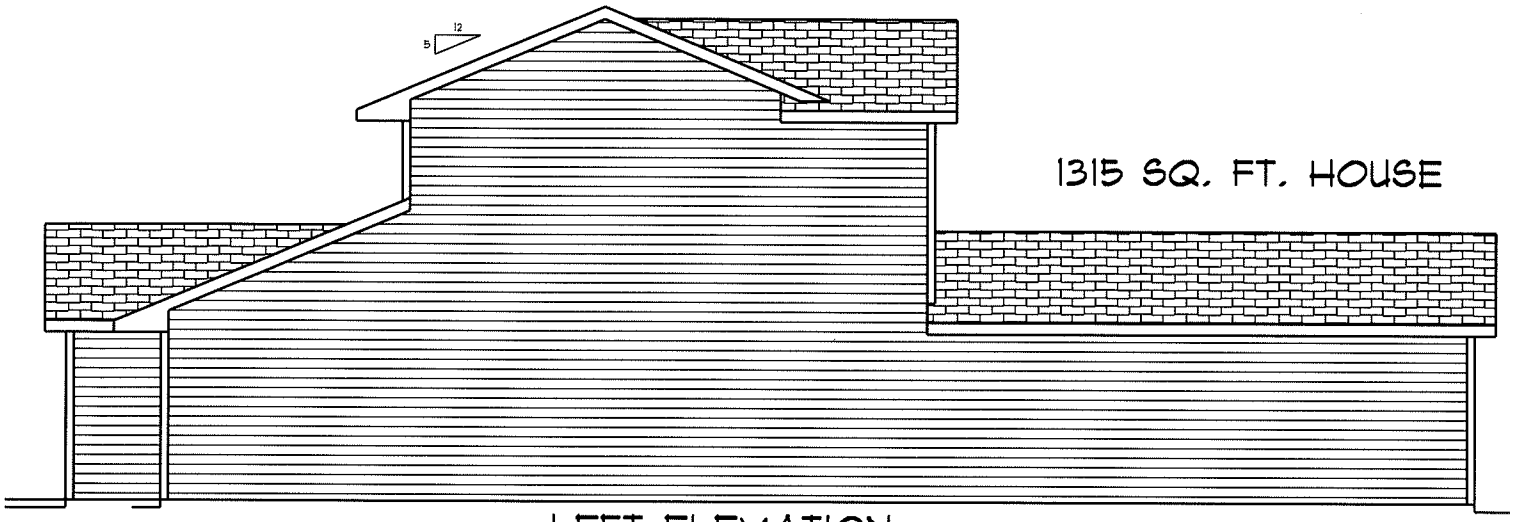
468 SQ.FT.@ 2ND.FLOOR



2 BEDROOM PLAN

FIRST FLOOR PLAN

847 SQ.FT.@ 1ST.FLOOR
1,315 SQ.FT. TOTAL



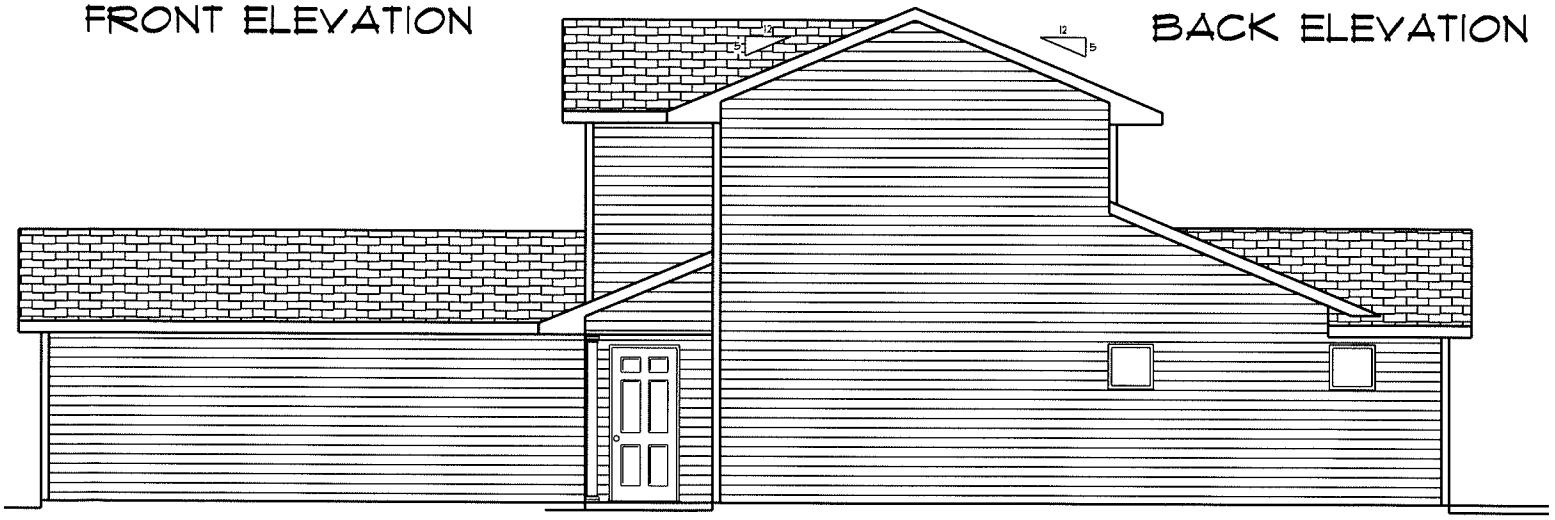
LEFT ELEVATION



FRONT ELEVATION



BACK ELEVATION



RIGHT ELEVATION

"C" Plans (10 total)

±1,300 s/f to ±1,500 s/f

Combination of Ranch and Two Story

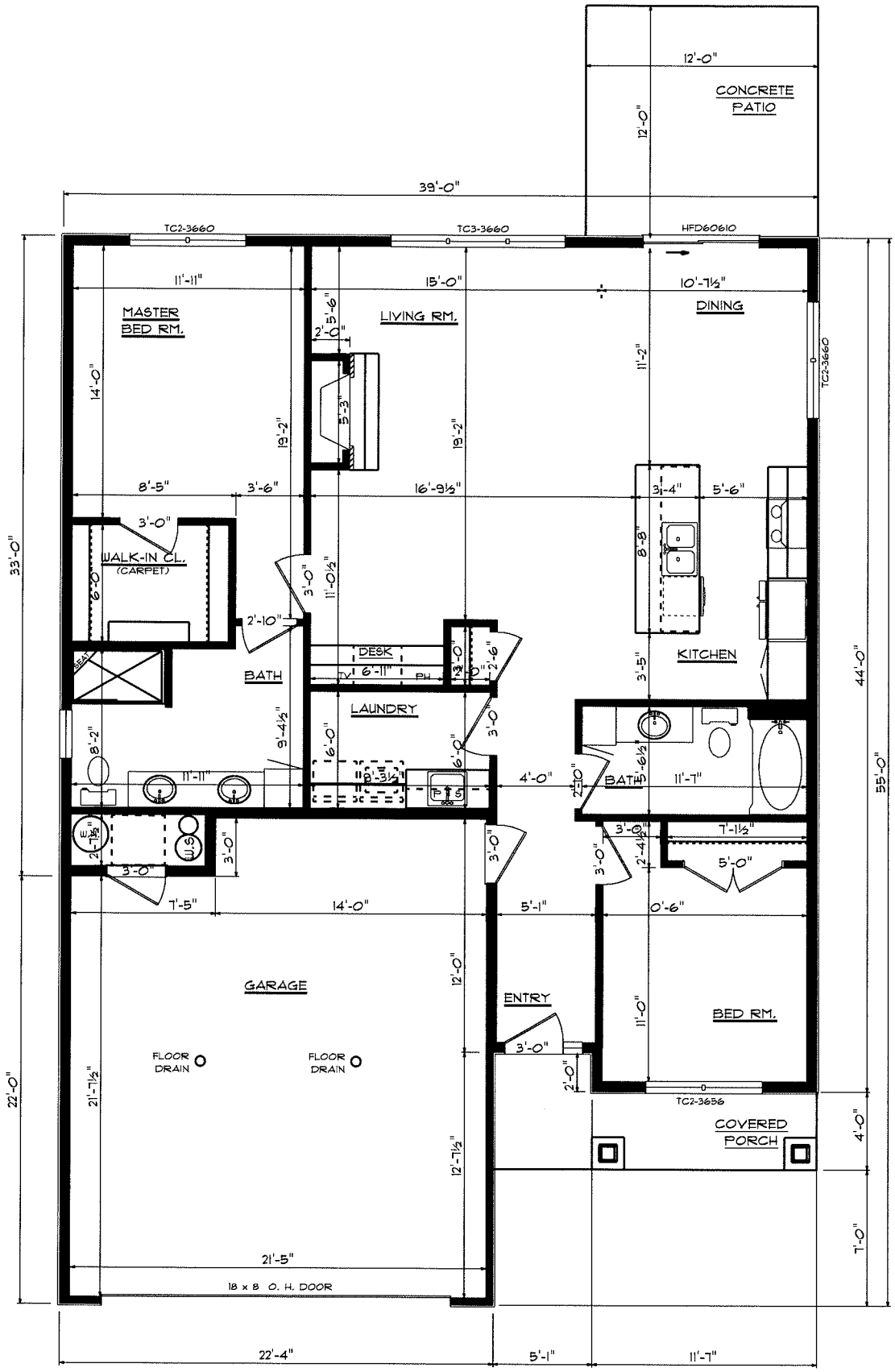
Ranch = 2 Bedroom / 2 Bath

Two Story = 3 Bedroom / 2 Bath

Attached 2 Stall Garage

Common Courtyard

Playground area

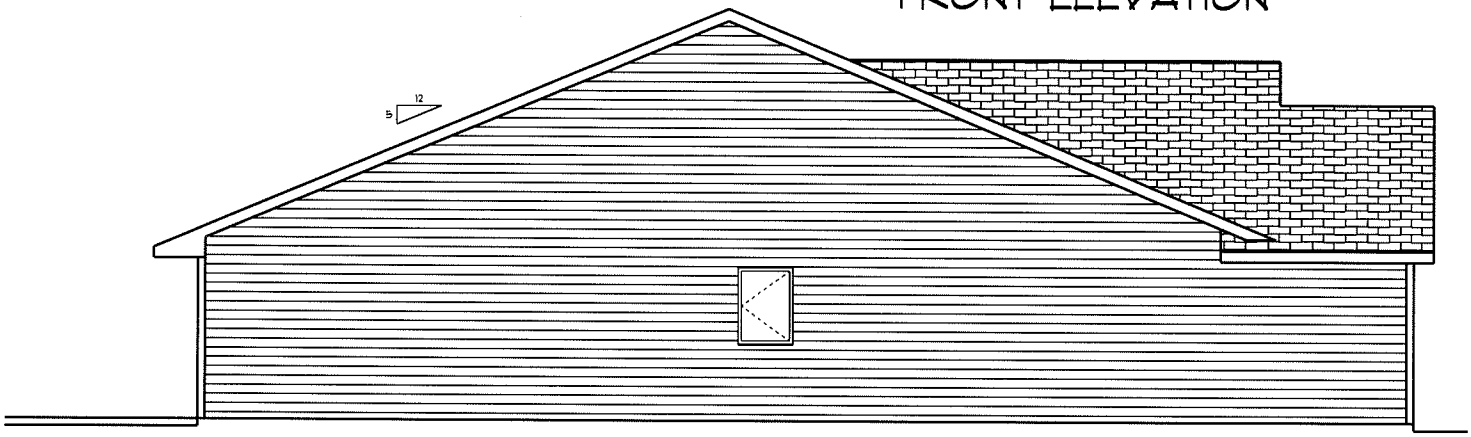


FIRST FLOOR PLAN

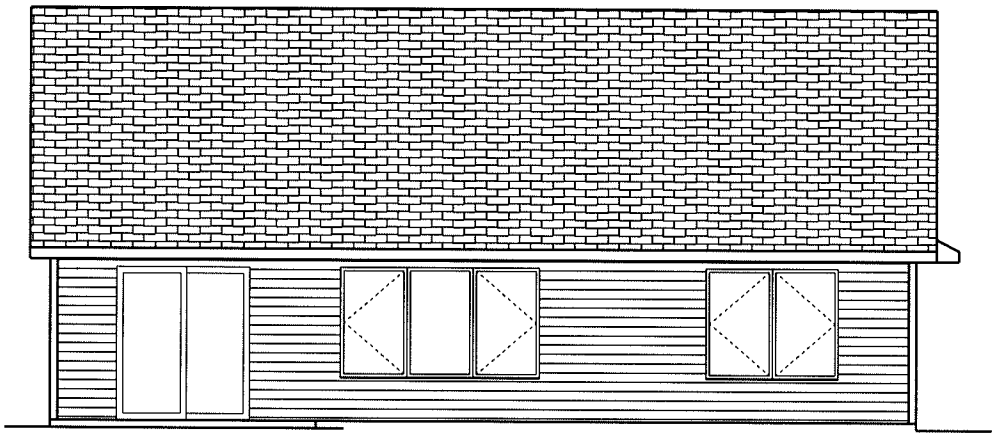
1,398 SQ.FT. @ FIRST FLOOR



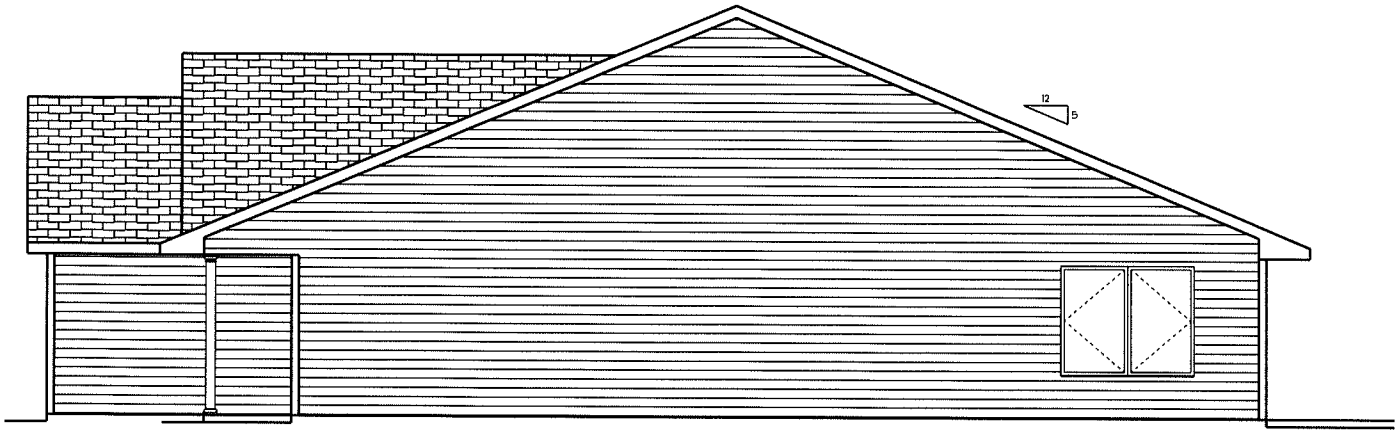
FRONT ELEVATION



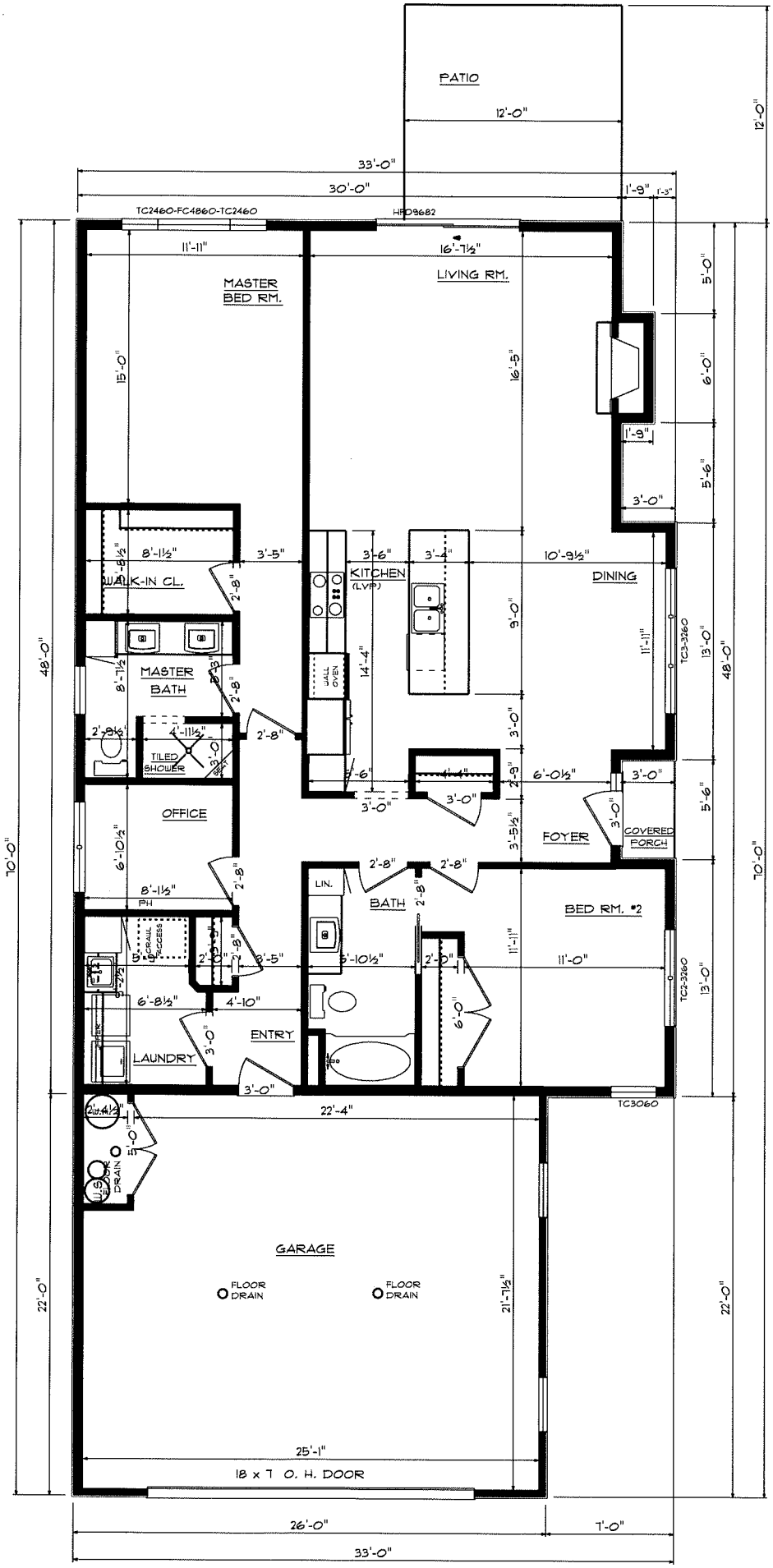
LEFT ELEVATION



BACK ELEVATION



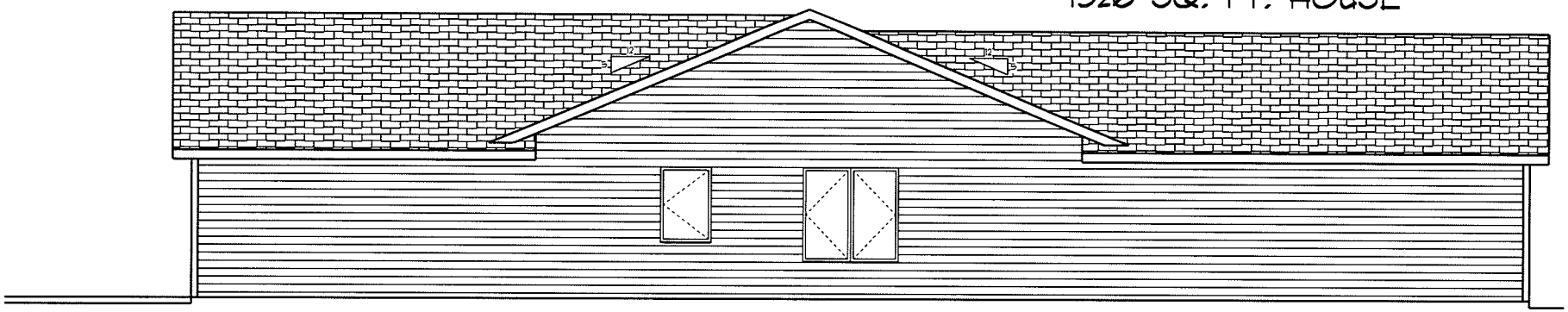
RIGHT ELEVATION



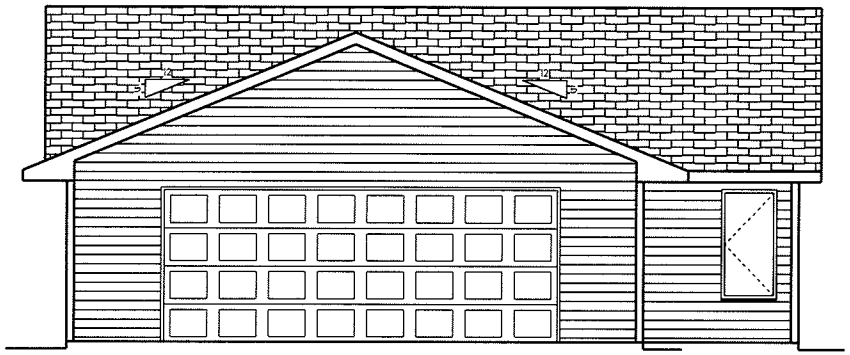
FIRST FLOOR PLAN

1,526 SQ.FT.@ 1ST.FLOOR

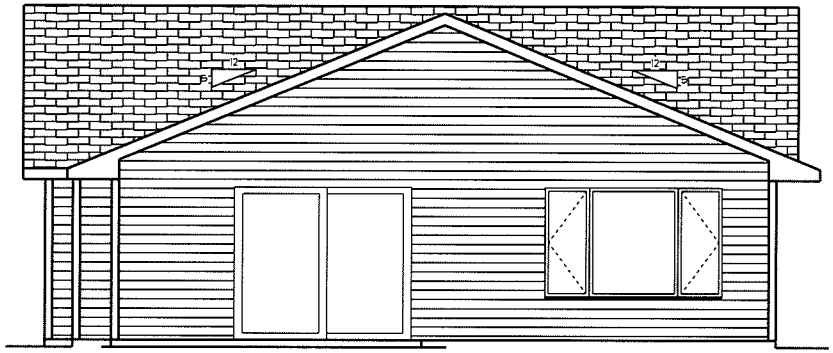
1526 SQ. FT. HOUSE



LEFT ELEVATION



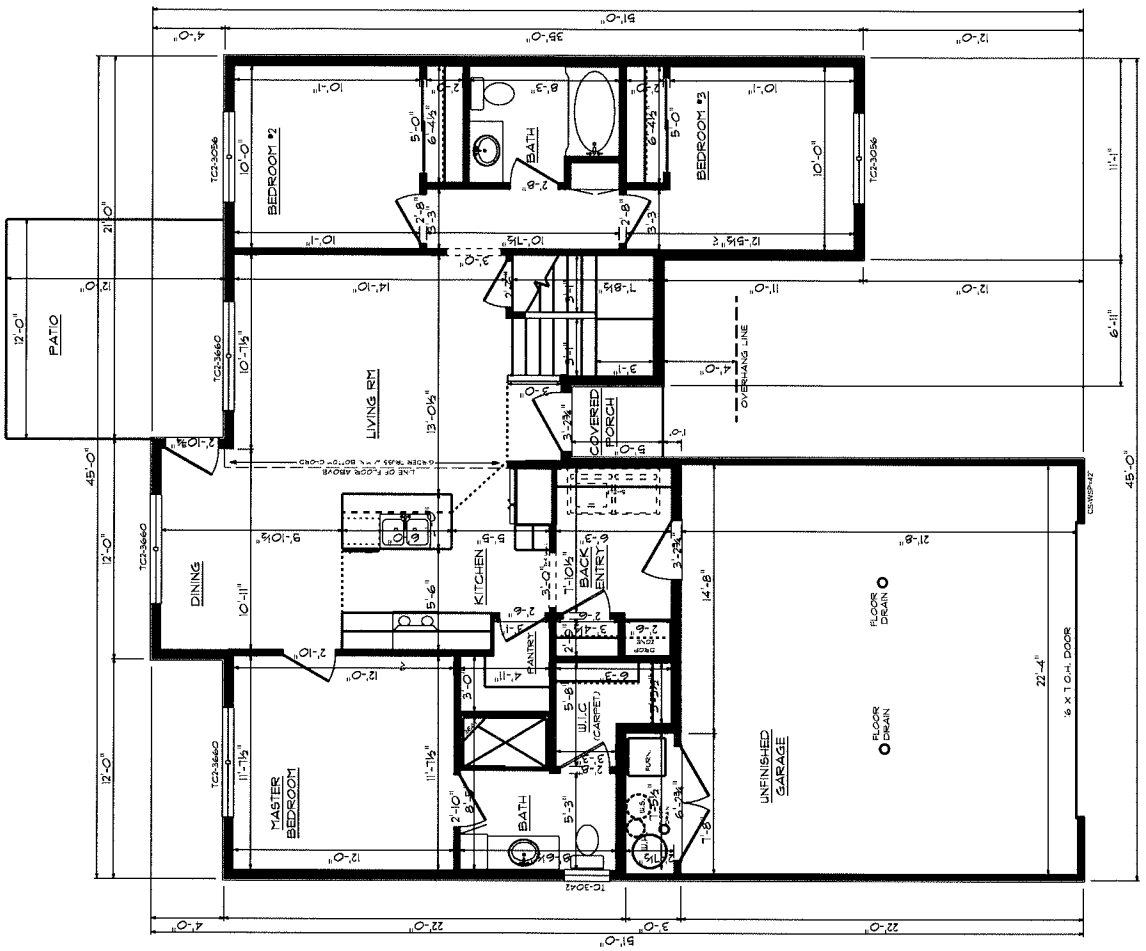
FRONT ELEVATION



BACK ELEVATION



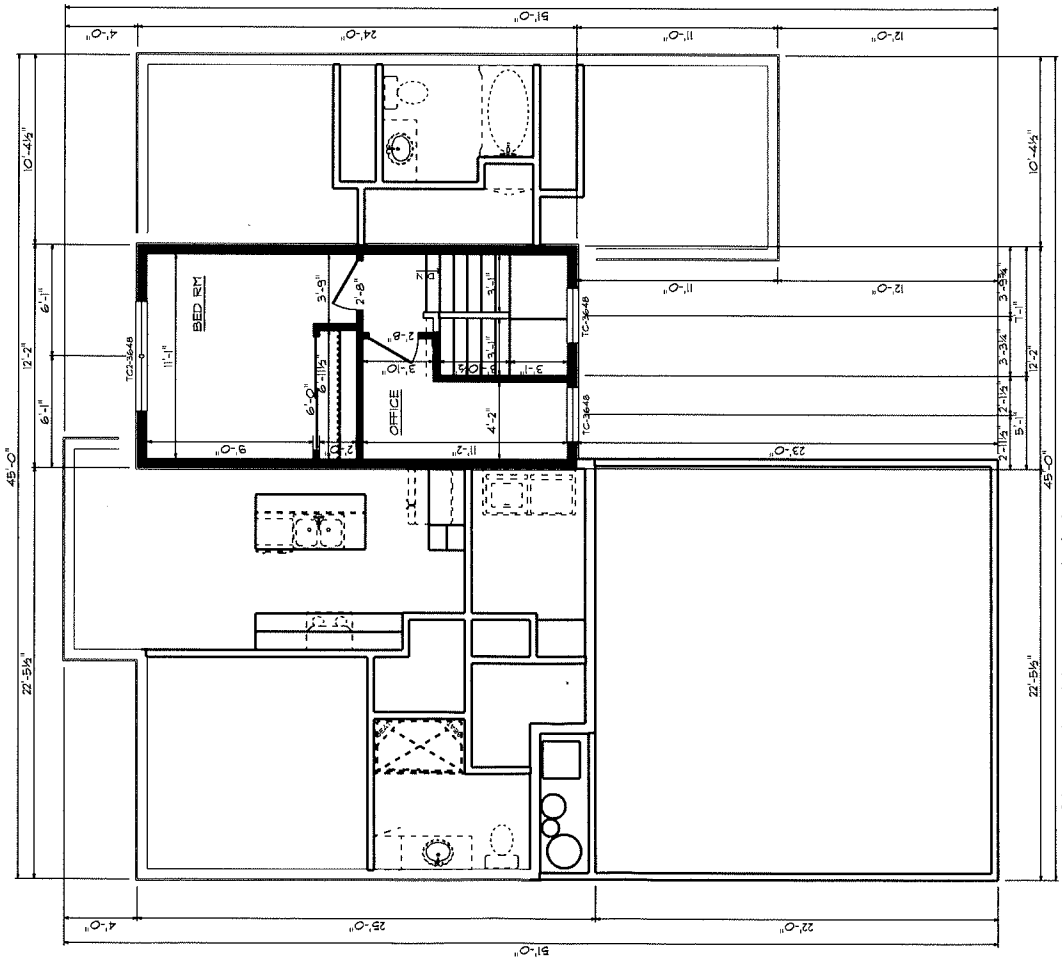
RIGHT ELEVATION



FIRST FLOOR PLAN

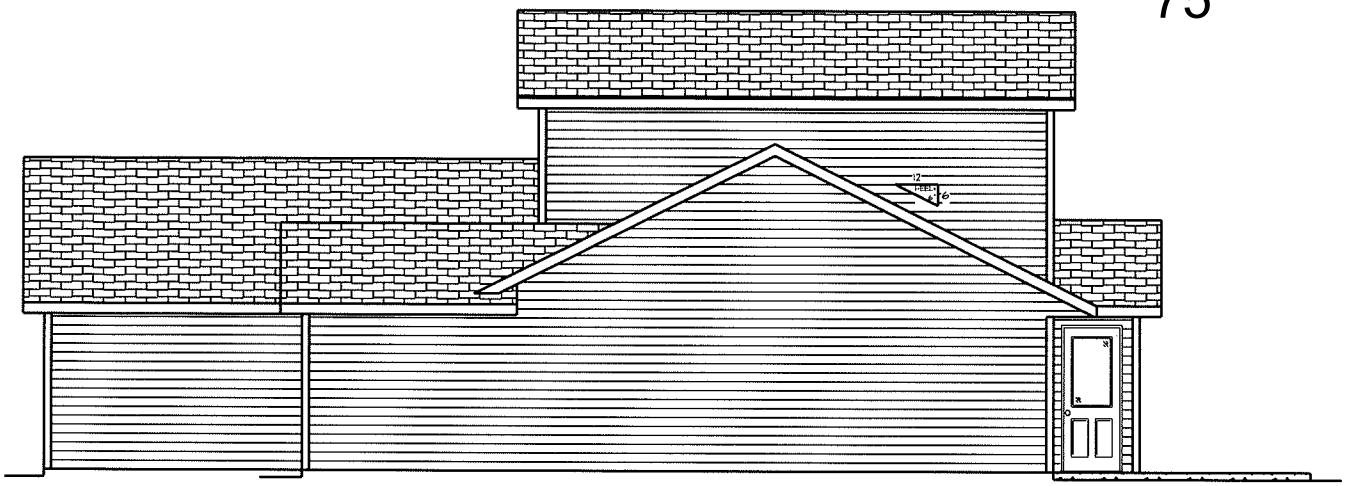
1,253 SQ.FT.@ 1ST.FLOOR
(INCLUDES MECH. RM.)

1,489 SQ.FT. TOTAL



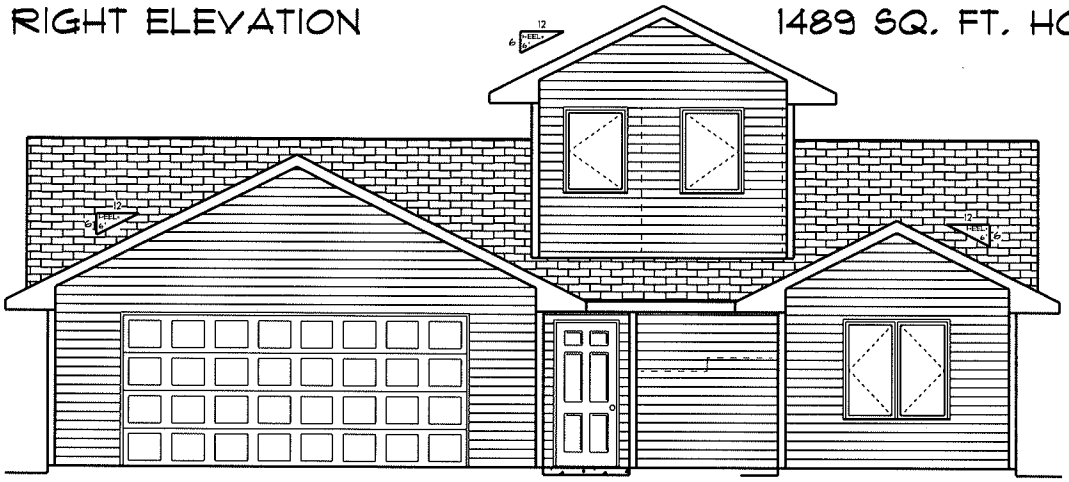
SECOND FLOOR PLAN

236 SQ.FT.@ 2ND.FLOOR
(DOES NOT INCLUDE STAIRS)

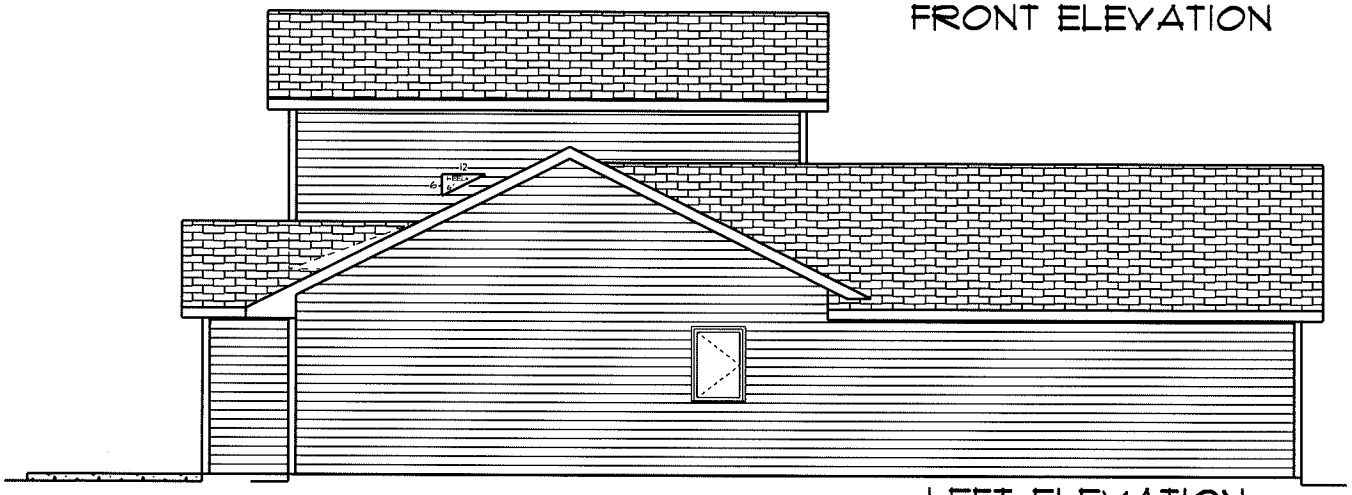


RIGHT ELEVATION

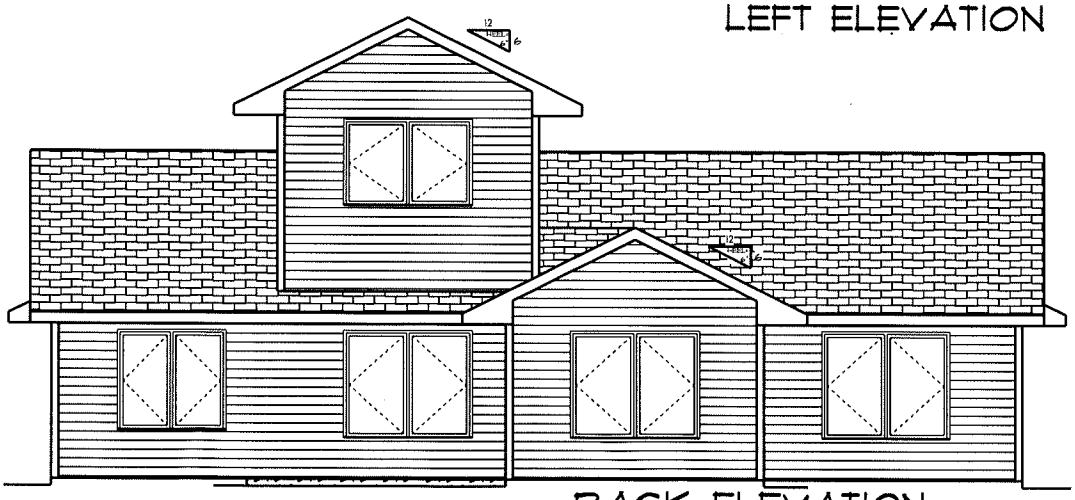
1489 SQ. FT. HOUSE



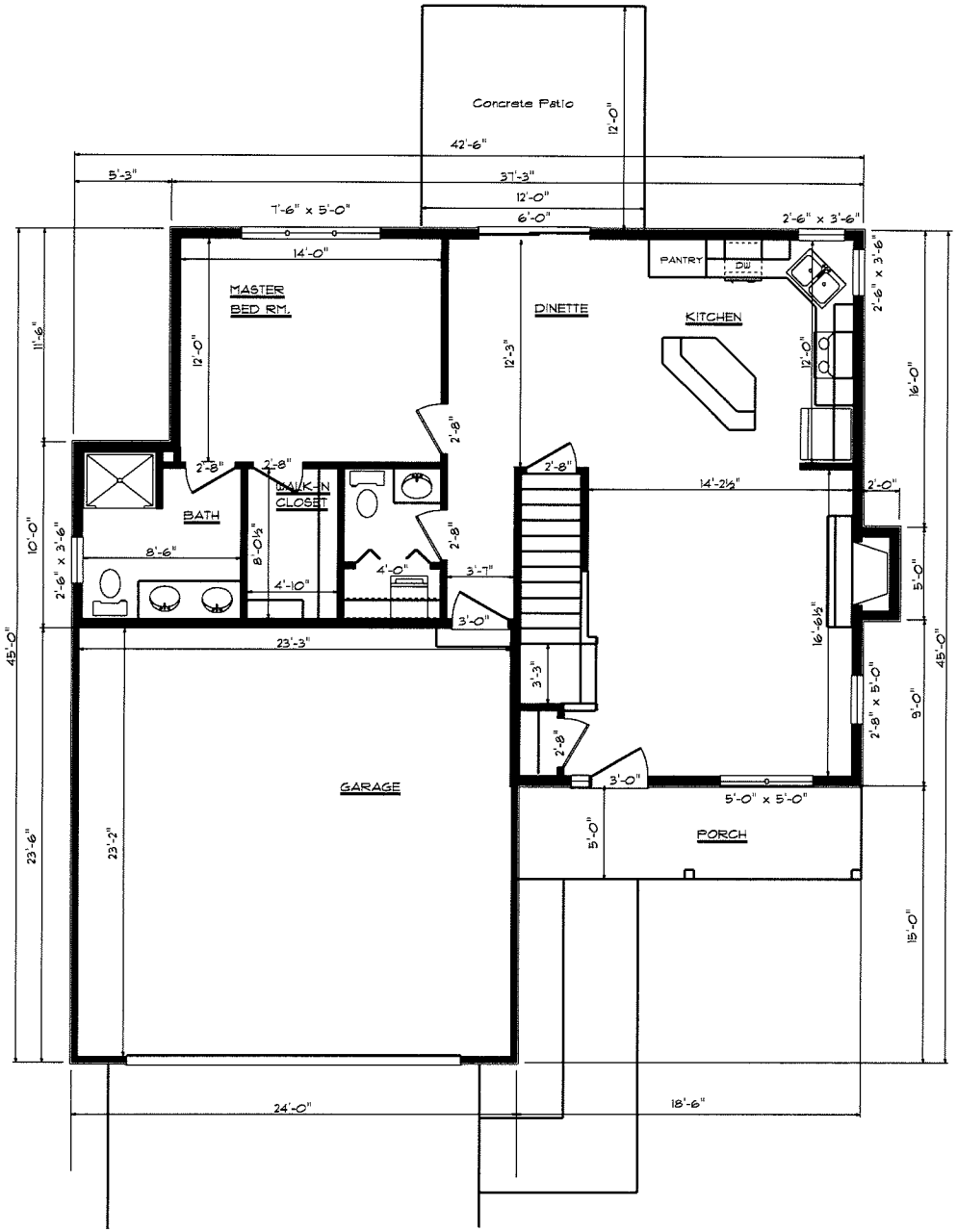
FRONT ELEVATION



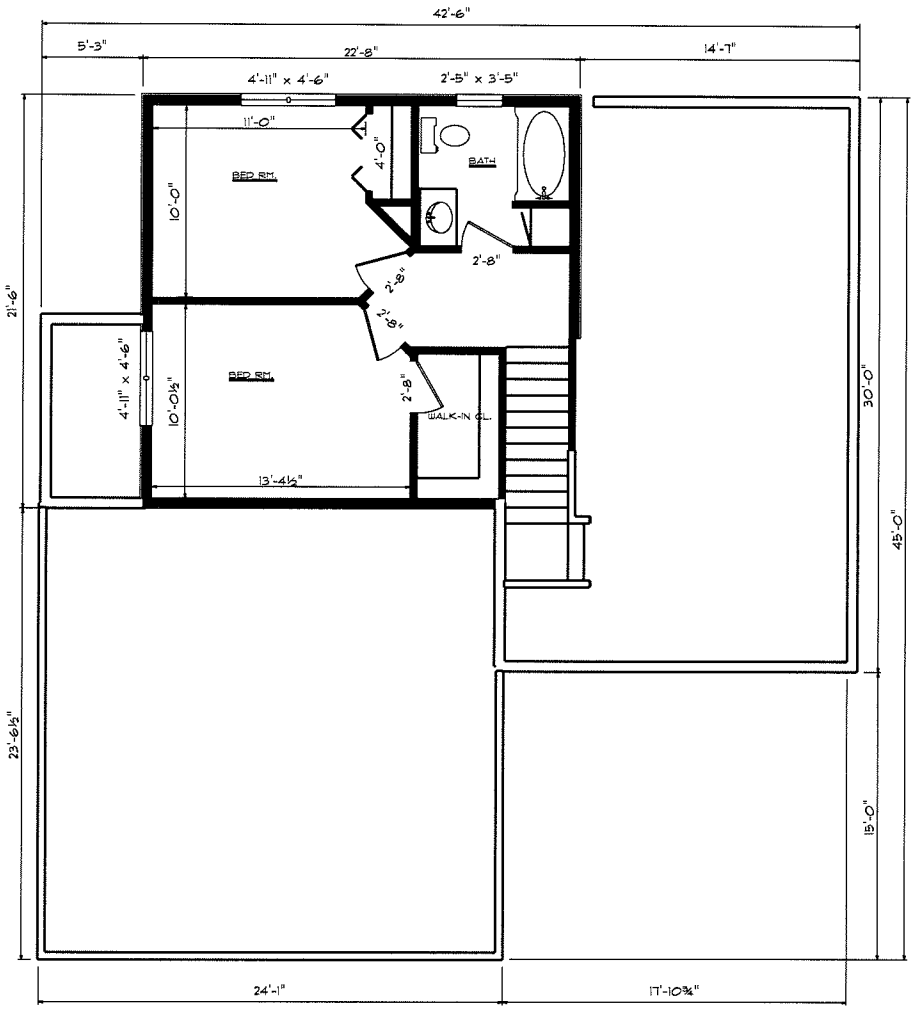
LEFT ELEVATION



BACK ELEVATION



FIRST FLOOR PLAN
SQ. FT: 1024
TOTAL S/F = 1,480



SECOND FLOOR PLAN
SQ. FT: 456

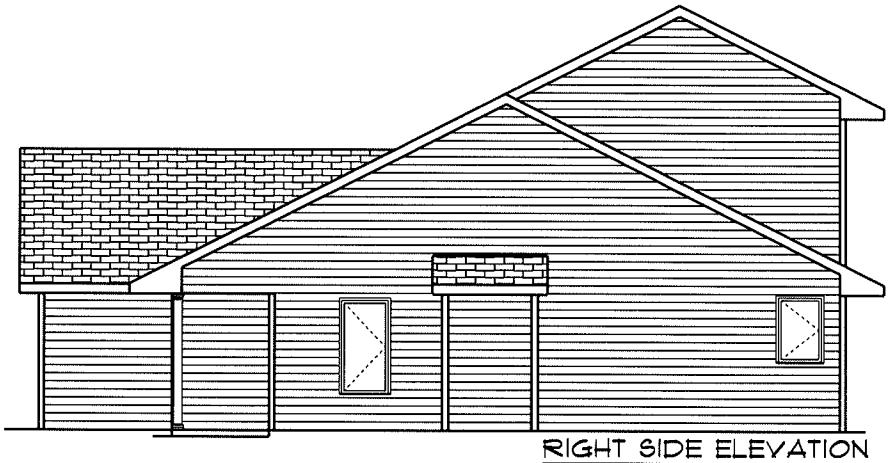
1480 SQ. FT. HOUSE



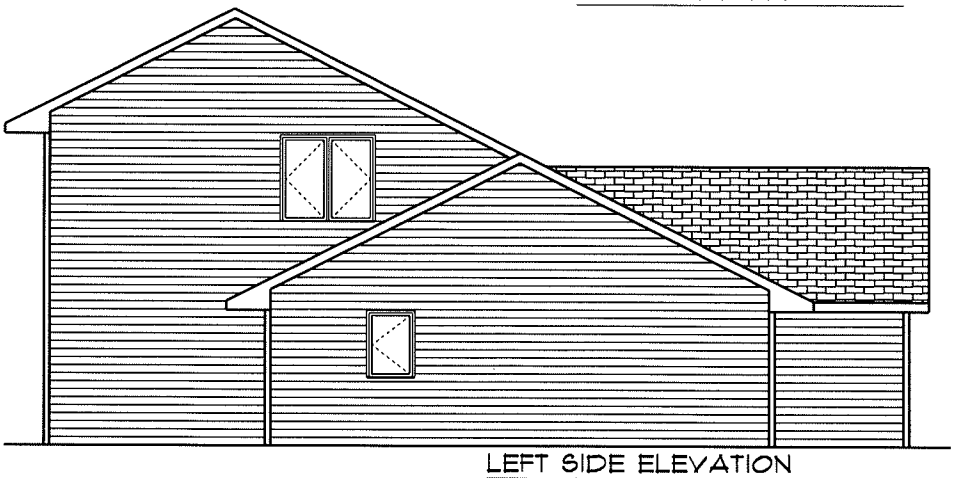
FRONT ELEVATION



BACK ELEVATION



RIGHT SIDE ELEVATION



LEFT SIDE ELEVATION

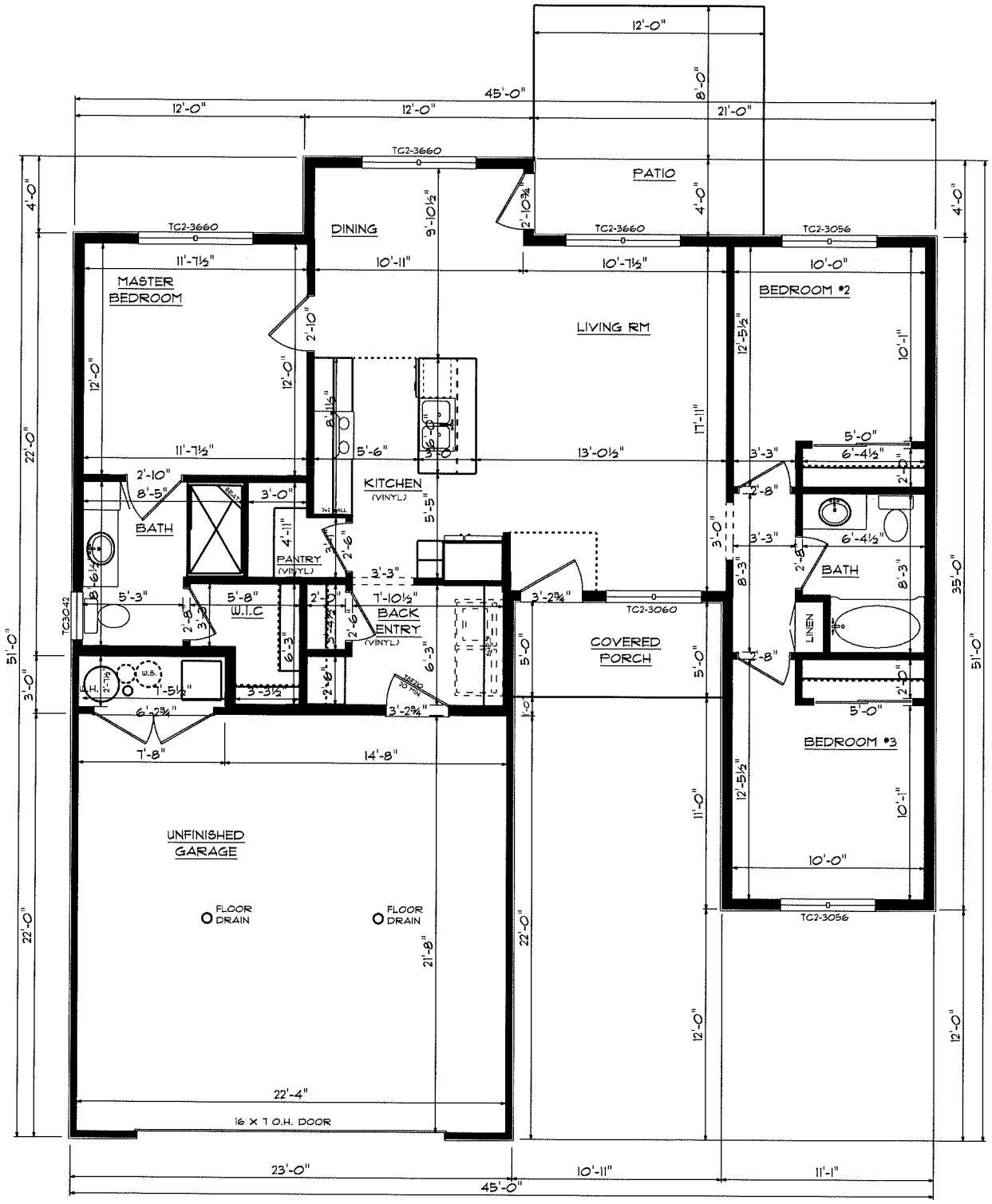
"R1" Plans (10 total)

±1,500 s/f to ±1,800 s/f

Combination of Ranch and Two Story

All = 3 Bedroom / 2 Bath

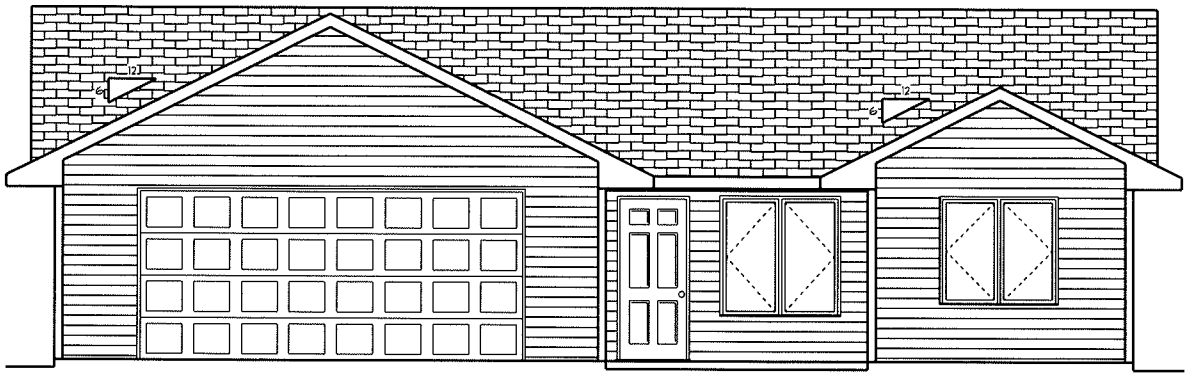
Attached 2 Stall Garage



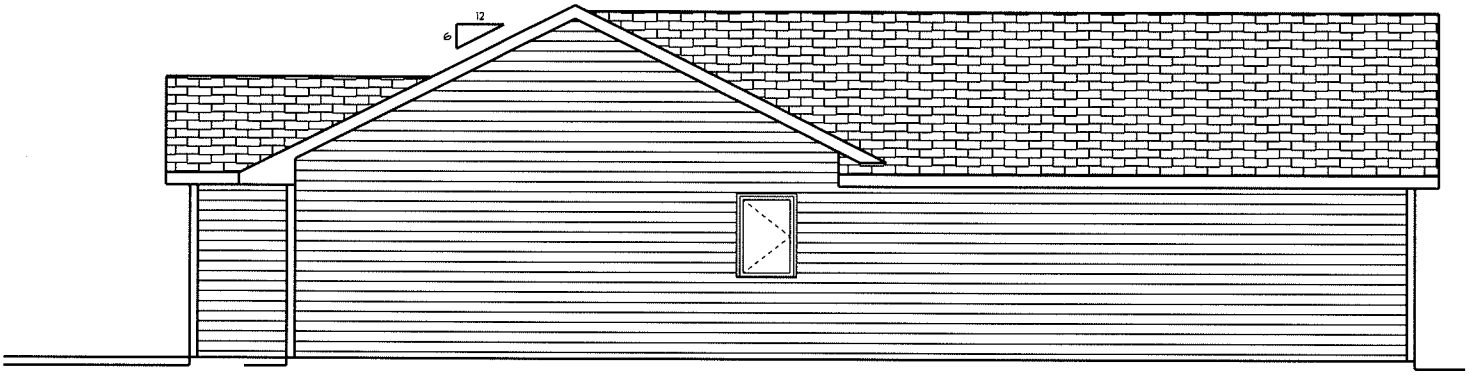
FIRST FLOOR PLAN

1,218 SQ.FT.@ 1ST.FLOOR

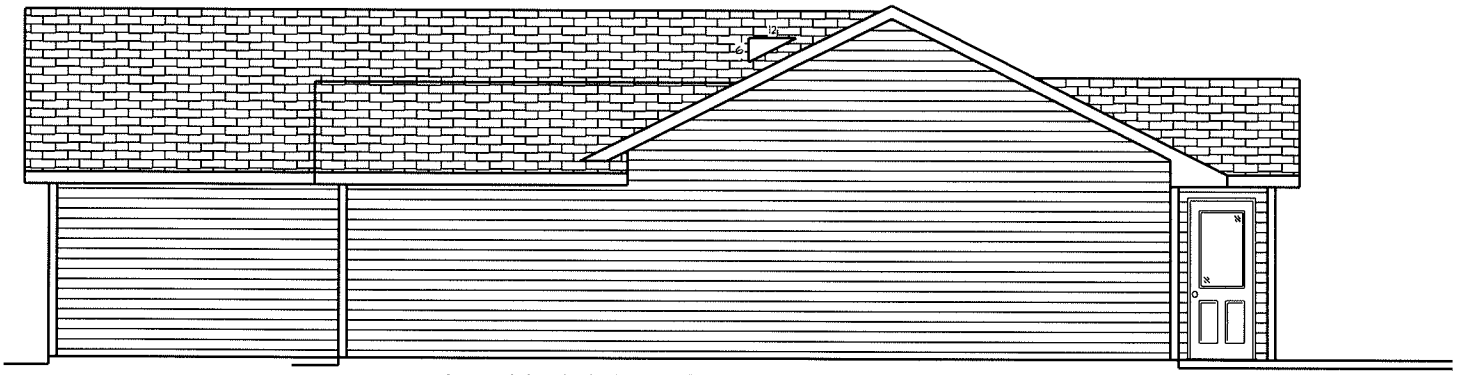
1218 SQ. FT. HOUSE



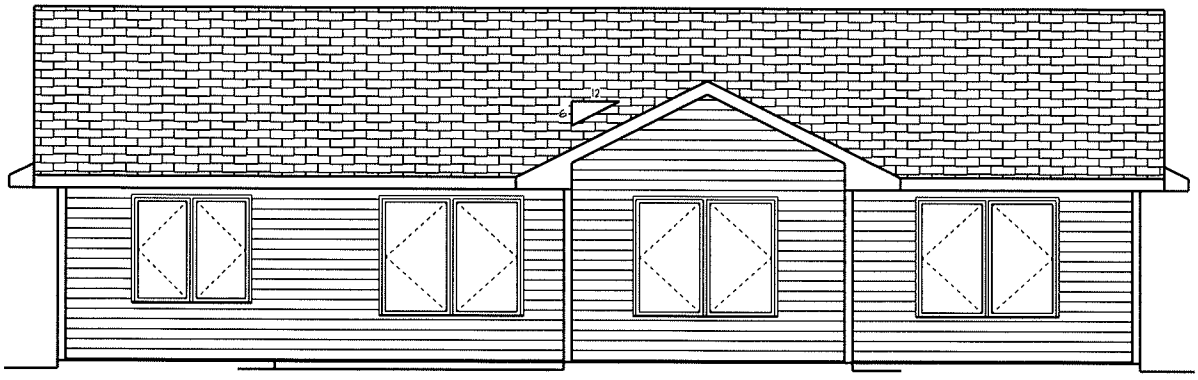
FRONT ELEVATION



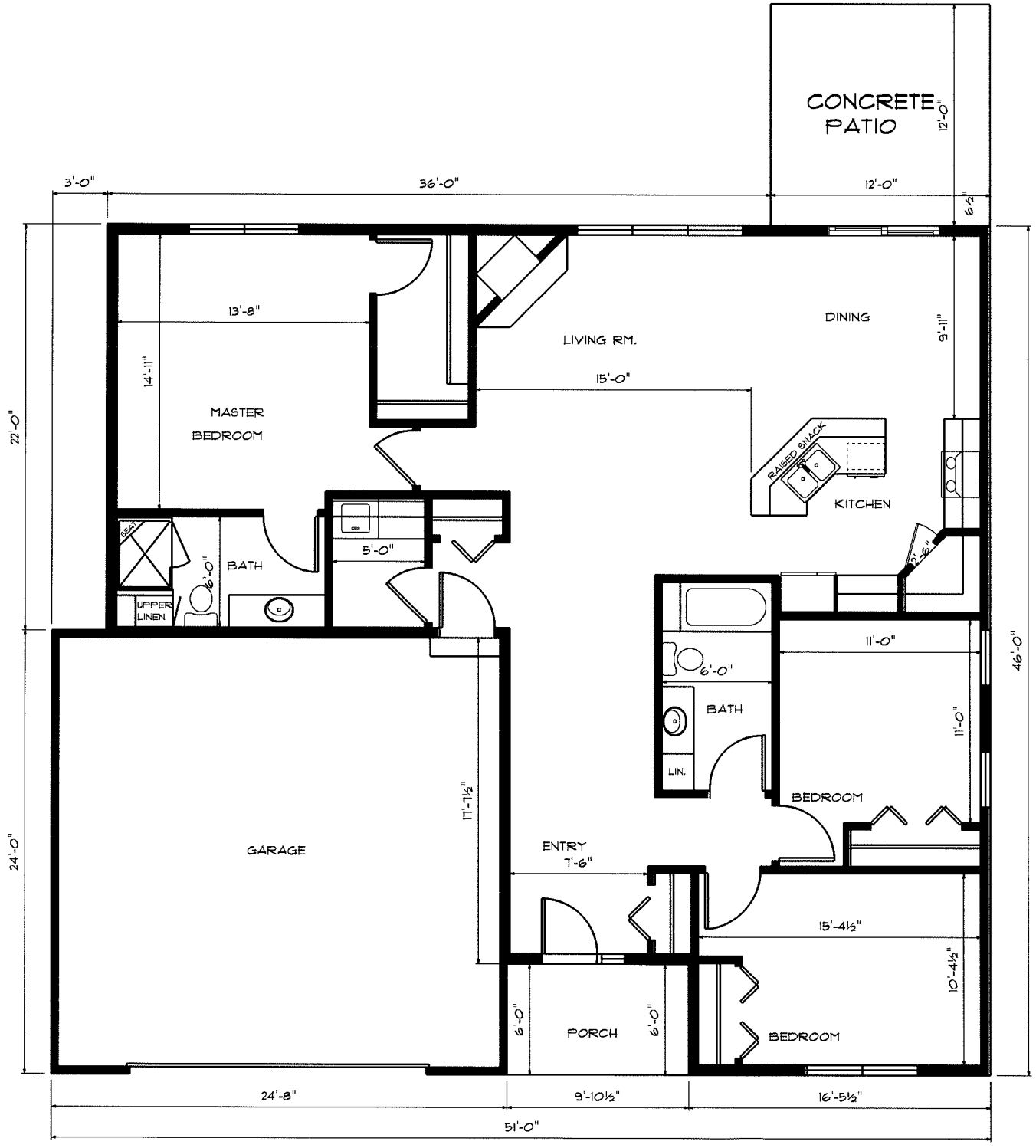
LEFT ELEVATION



RIGHT ELEVATION



BACK ELEVATION

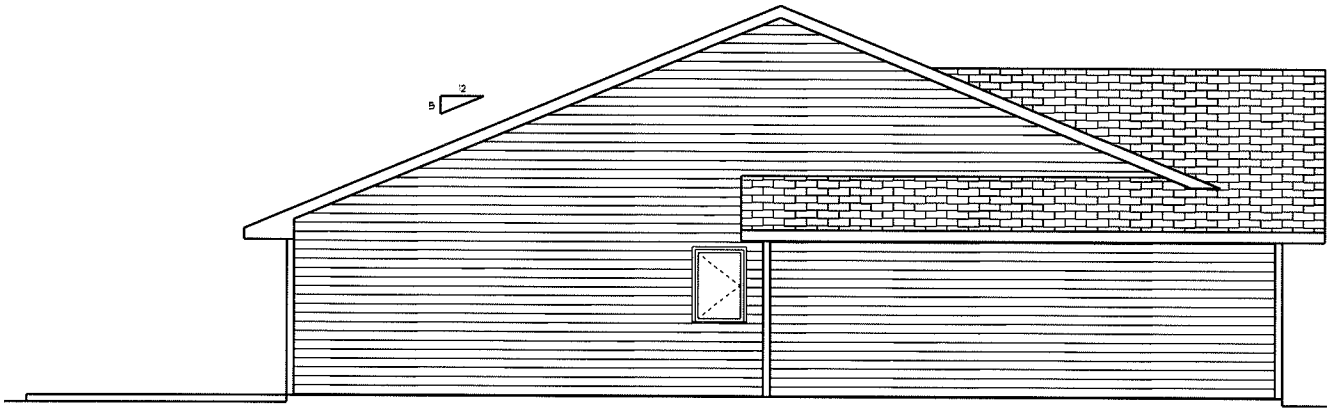

CONCRETE PATIO
12'-0"
3'-0"
36'-0"
12'-0"
6½"
13'-8"
LIVING RM.
DINING
9'-11"
14'-11"
15'-0"
MASTER BEDROOM
22'-0"
RAISED SNACK
KITCHEN
SEAT
6'-0"
BATH
5'-0"
UPPER LINEN
2'-6"
11'-0"
6'-0"
BATH
LIN.
11'-0"
46'-0"
BEDROOM
17'-7½"
GARAGE
ENTRY
7'-6"
24'-0"
15'-4½"
10'-4½"
6'-0"
PORCH
6'-0"
BEDROOM
24'-8"
9'-10½"
16'-5½"
51'-0"

SQ. FT: 1,638

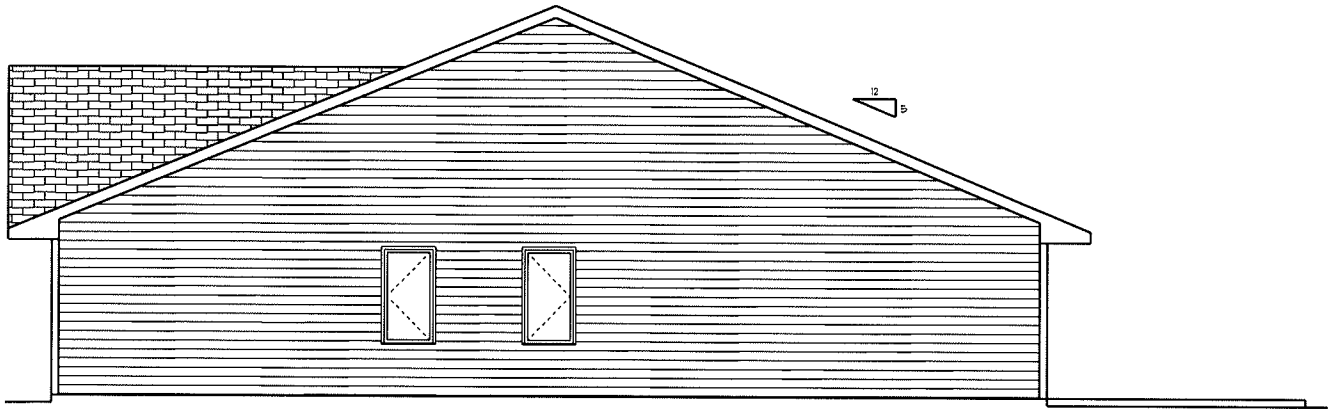
1638 SQ. FT. HOUSE



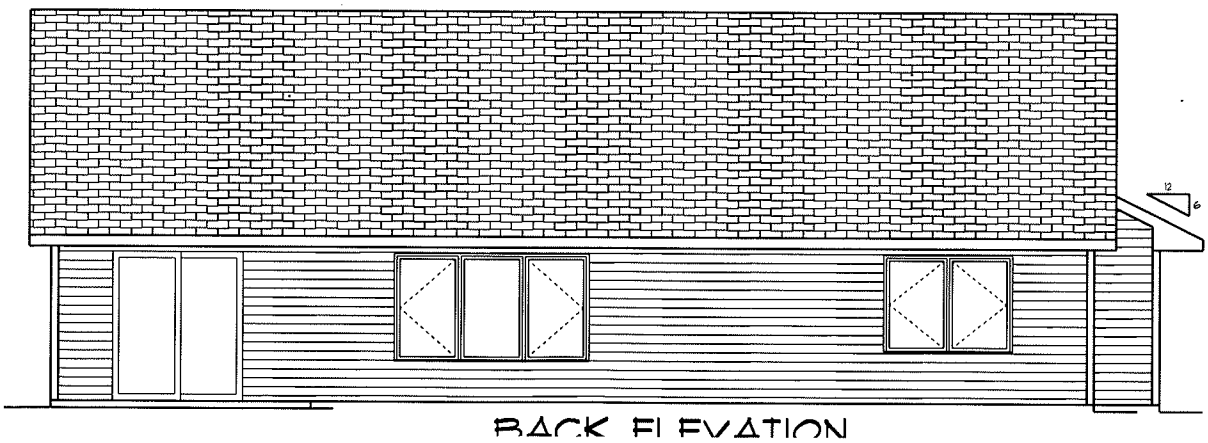
FRONT ELEVATION



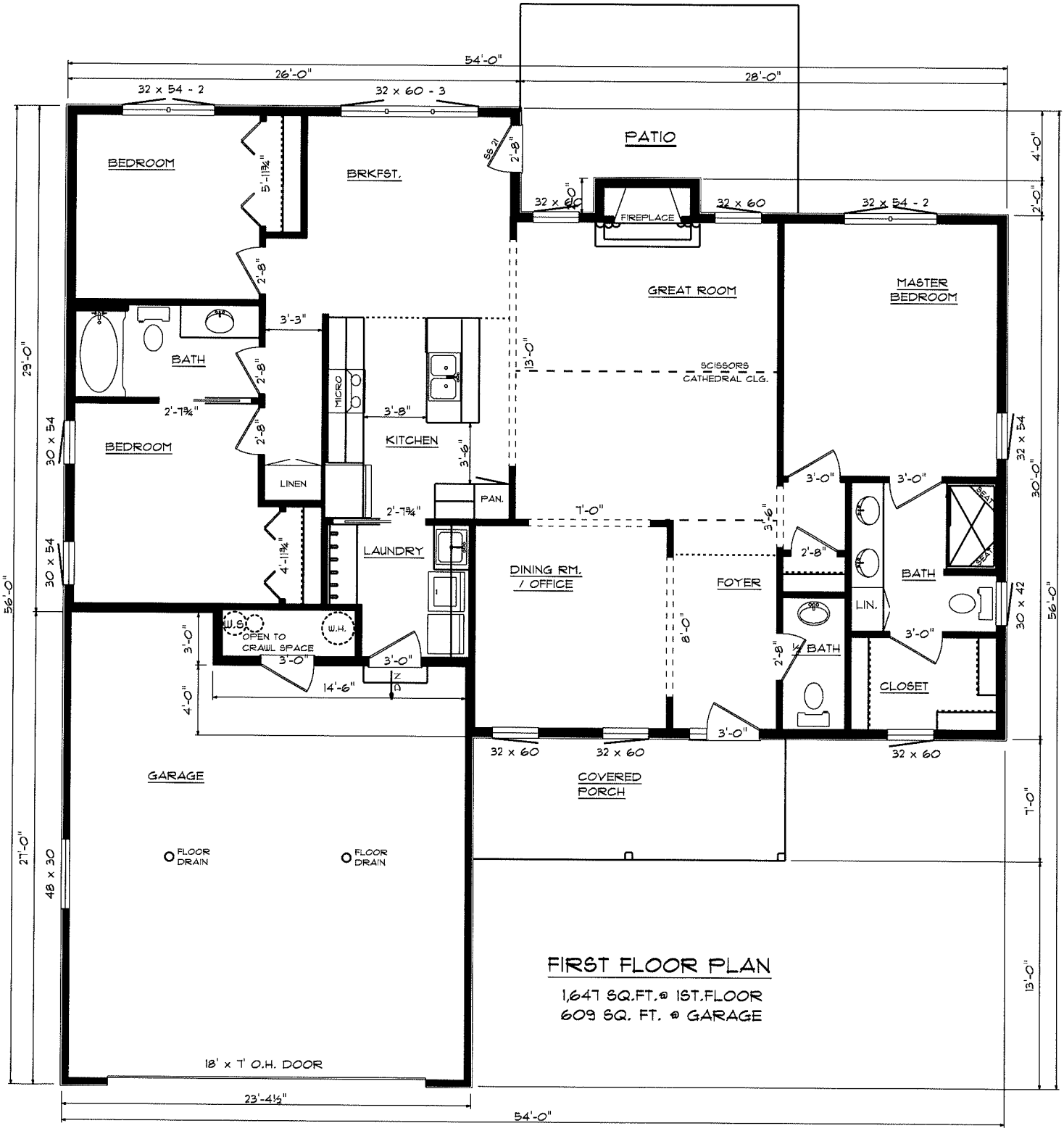
LEFT ELEVATION



RIGHT ELEVATION



BACK ELEVATION

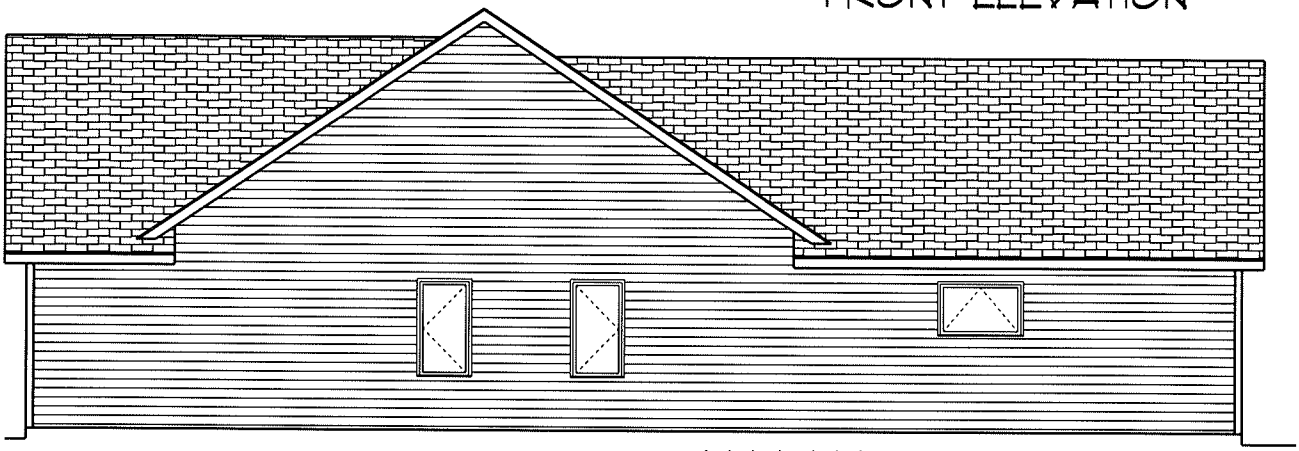


FIRST FLOOR PLAN

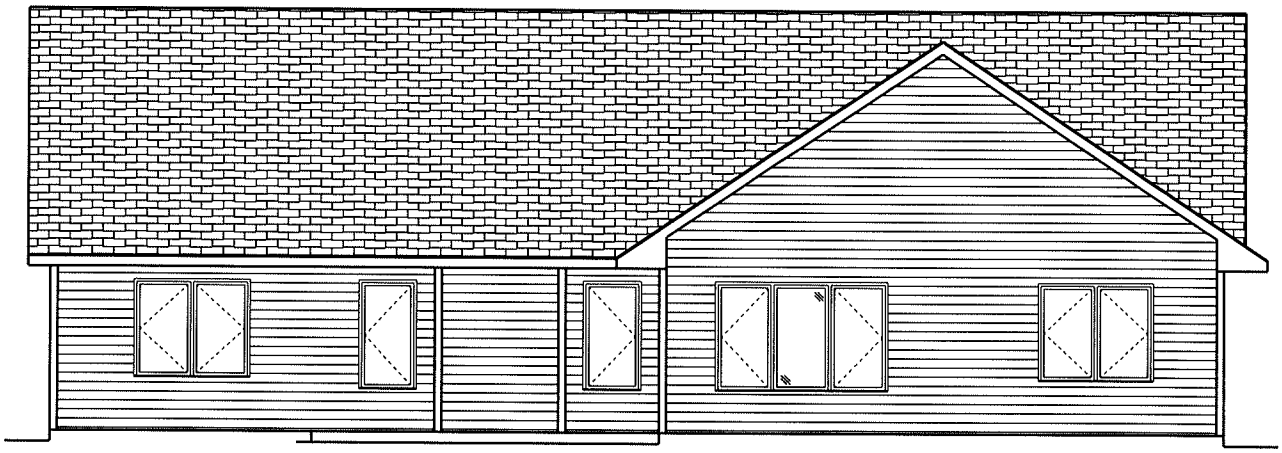
1,647 SQ.FT. @ 1ST.FLOOR
609 SQ. FT. @ GARAGE



FRONT ELEVATION



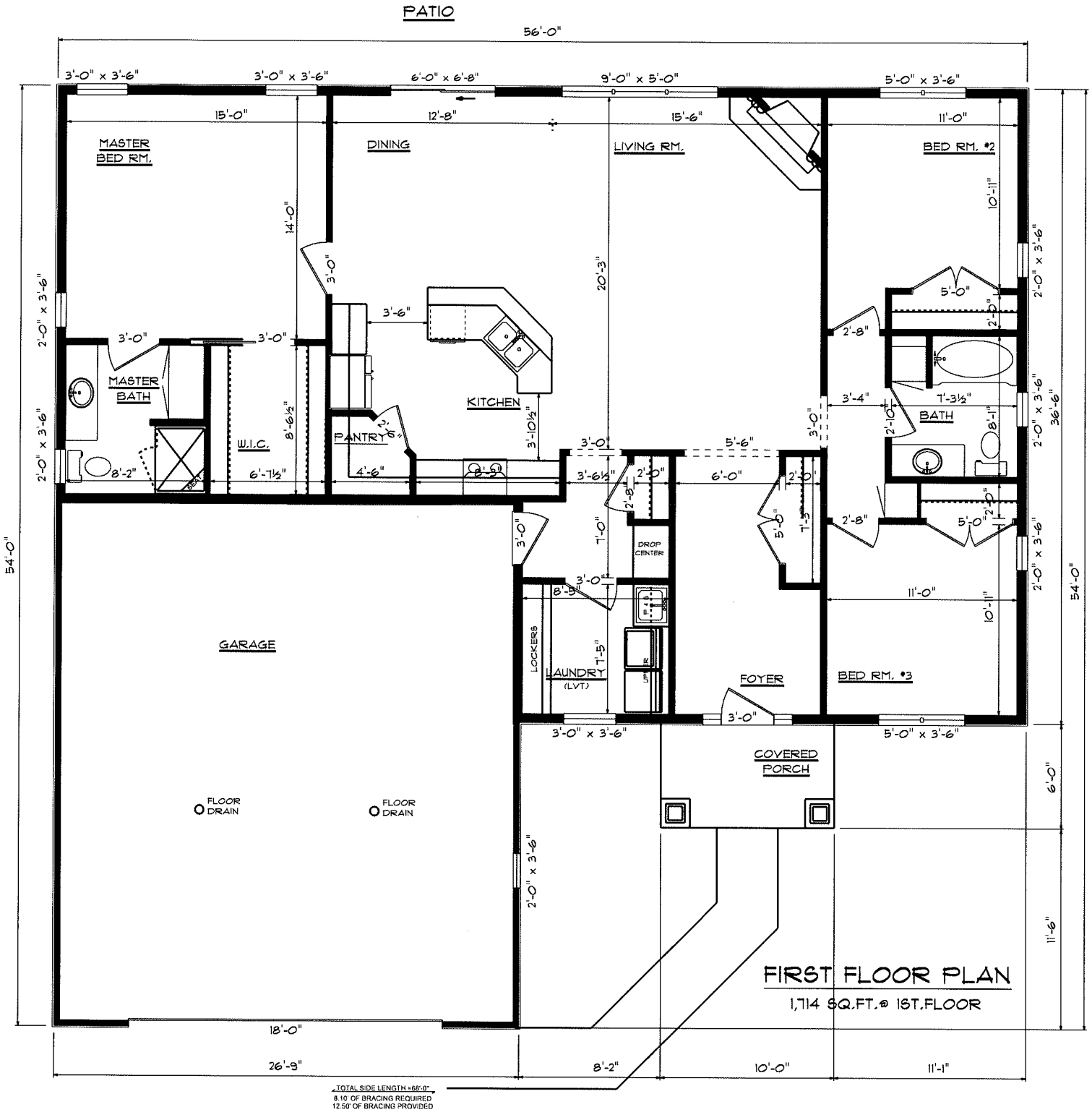
LEFT ELEVATION



RIGHT ELEVATION



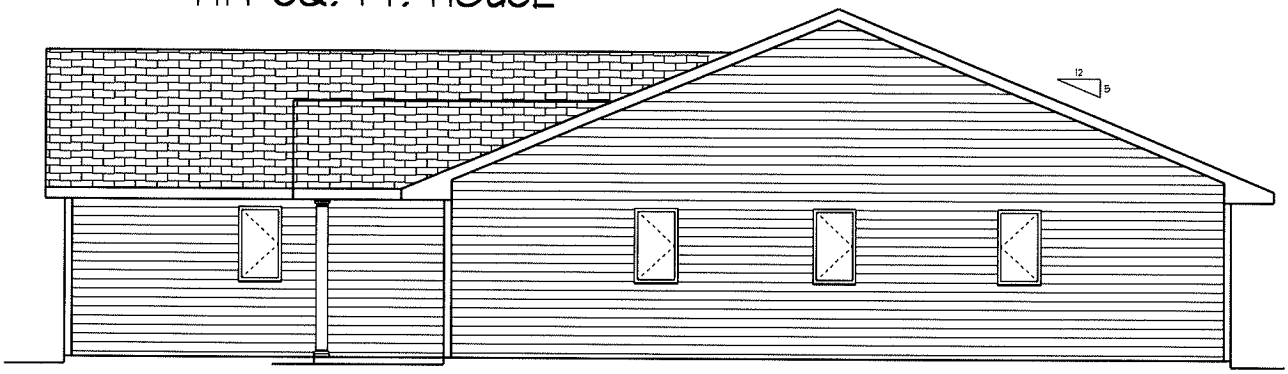
BACK ELEVATION



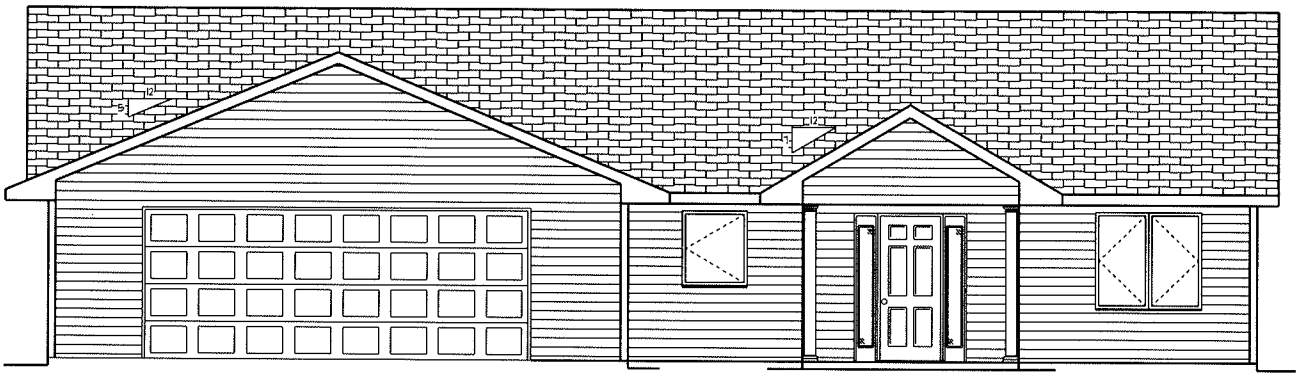
FIRST FLOOR PLAN

1,714 SQ.FT.@ 1ST.FLOOR

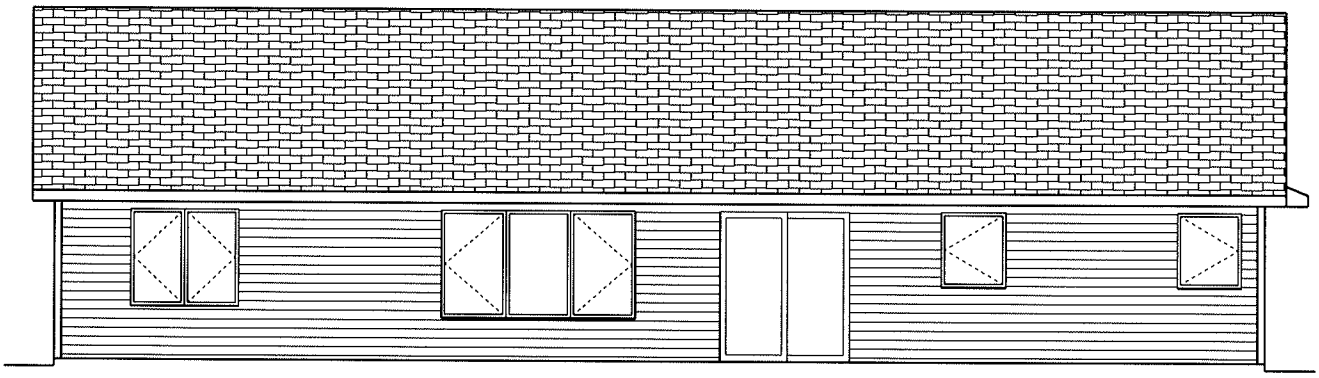
1714 SQ. FT. HOUSE



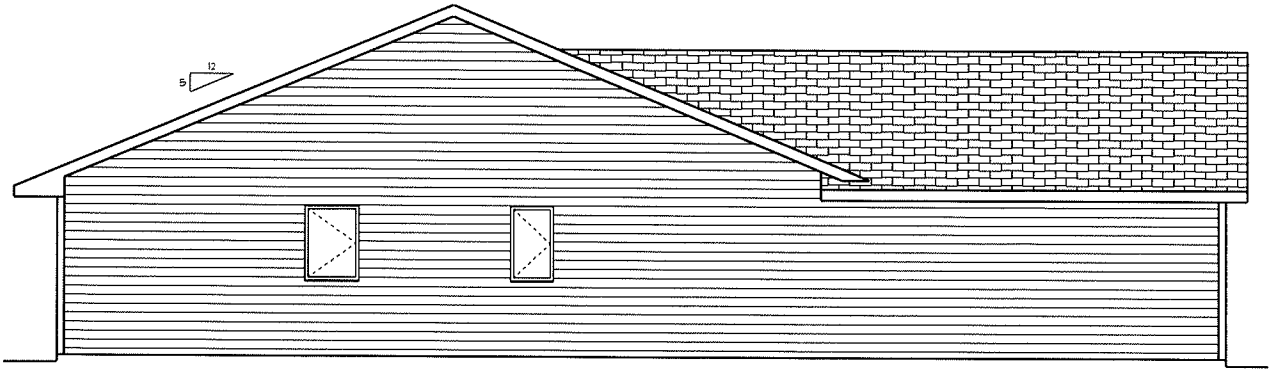
RIGHT ELEVATION



FRONT ELEVATION



BACK ELEVATION



LEFT ELEVATION

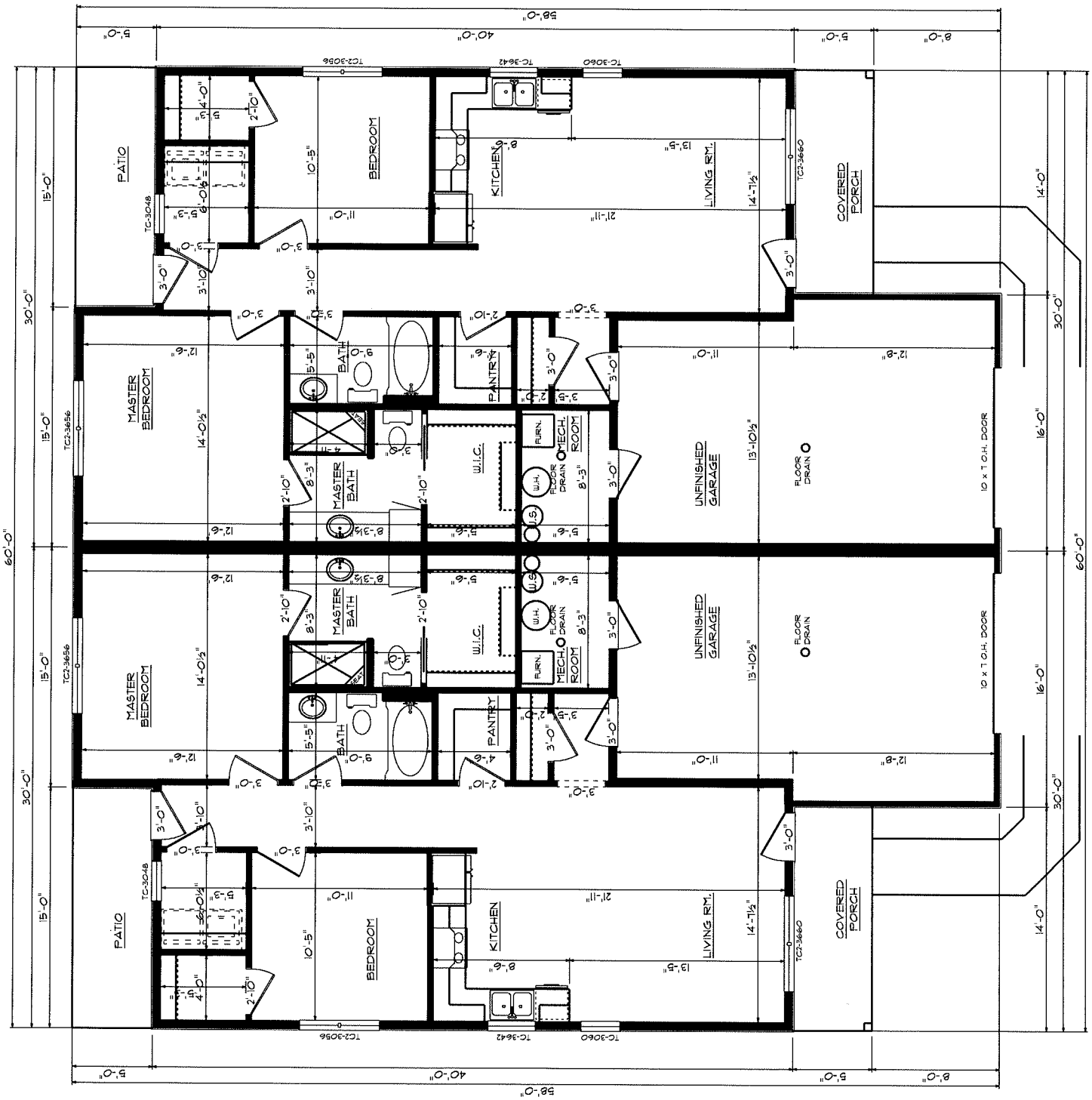
Duplex Plans (8 total = 16 Units)

±1,100 s/f to ±1,500 s/f

All Ranch

All = 2 Bedroom / 2 Bath

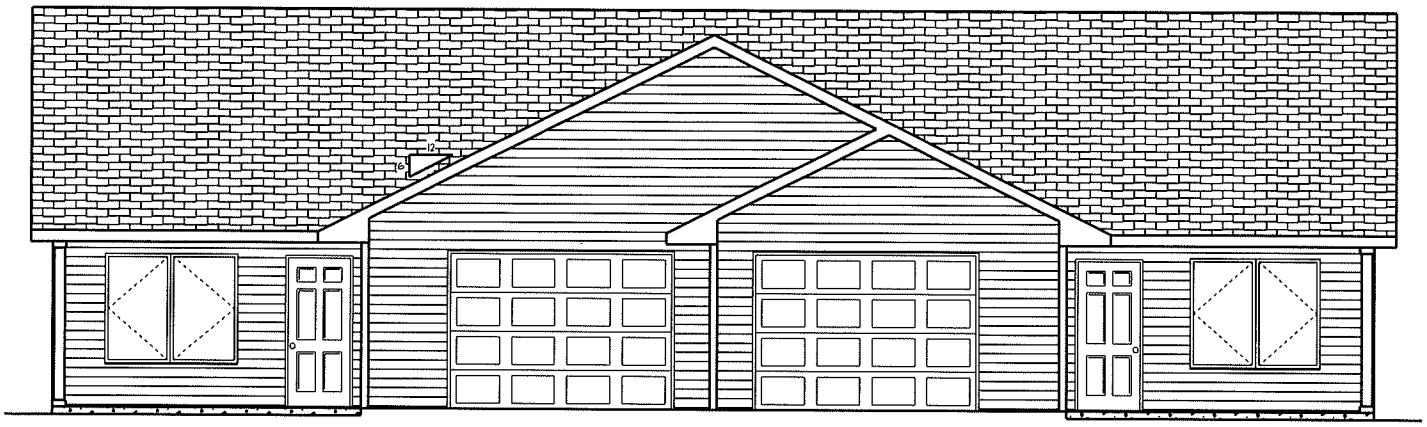
Most have Attached 2 Stall Garage



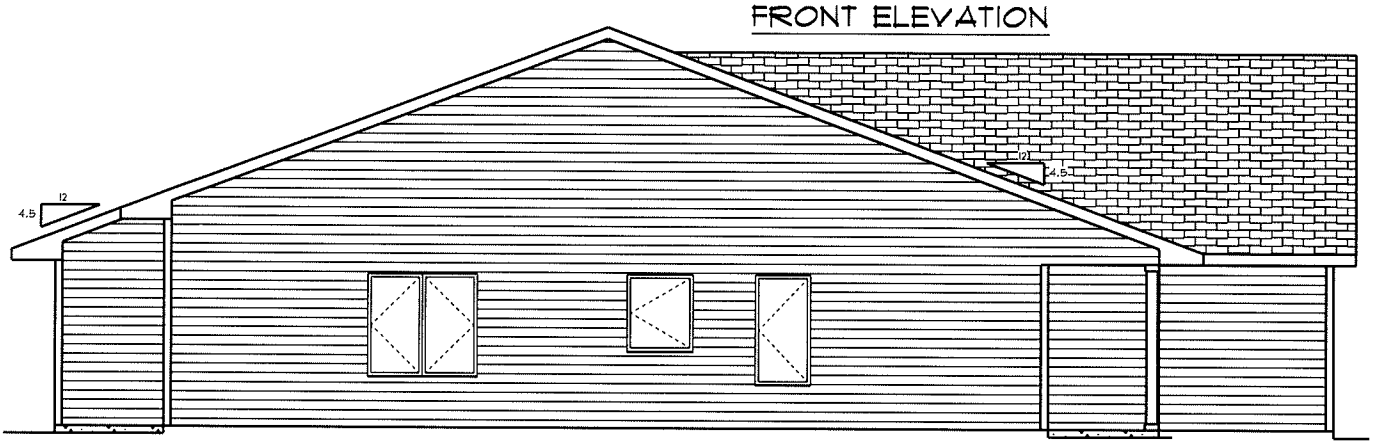
FIRST FLOOR PLAN

1,118 SQ.FT. @ 1ST. FLOOR EACH UNIT
2,236 SQ.FT. @ TOTAL 1ST. FLOOR

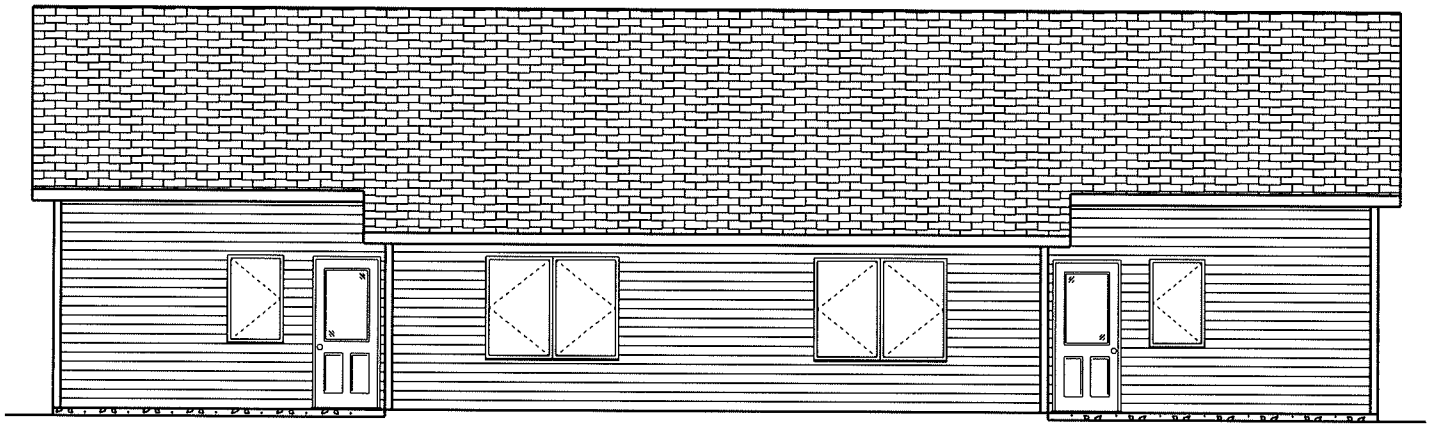
1118 SQ. FT. DUPLEX



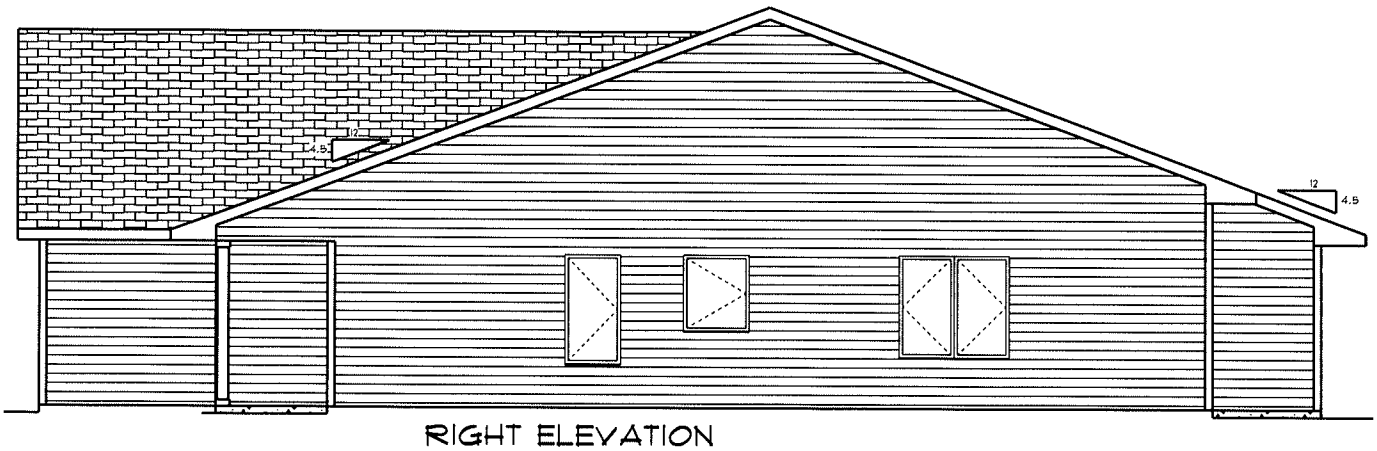
FRONT ELEVATION



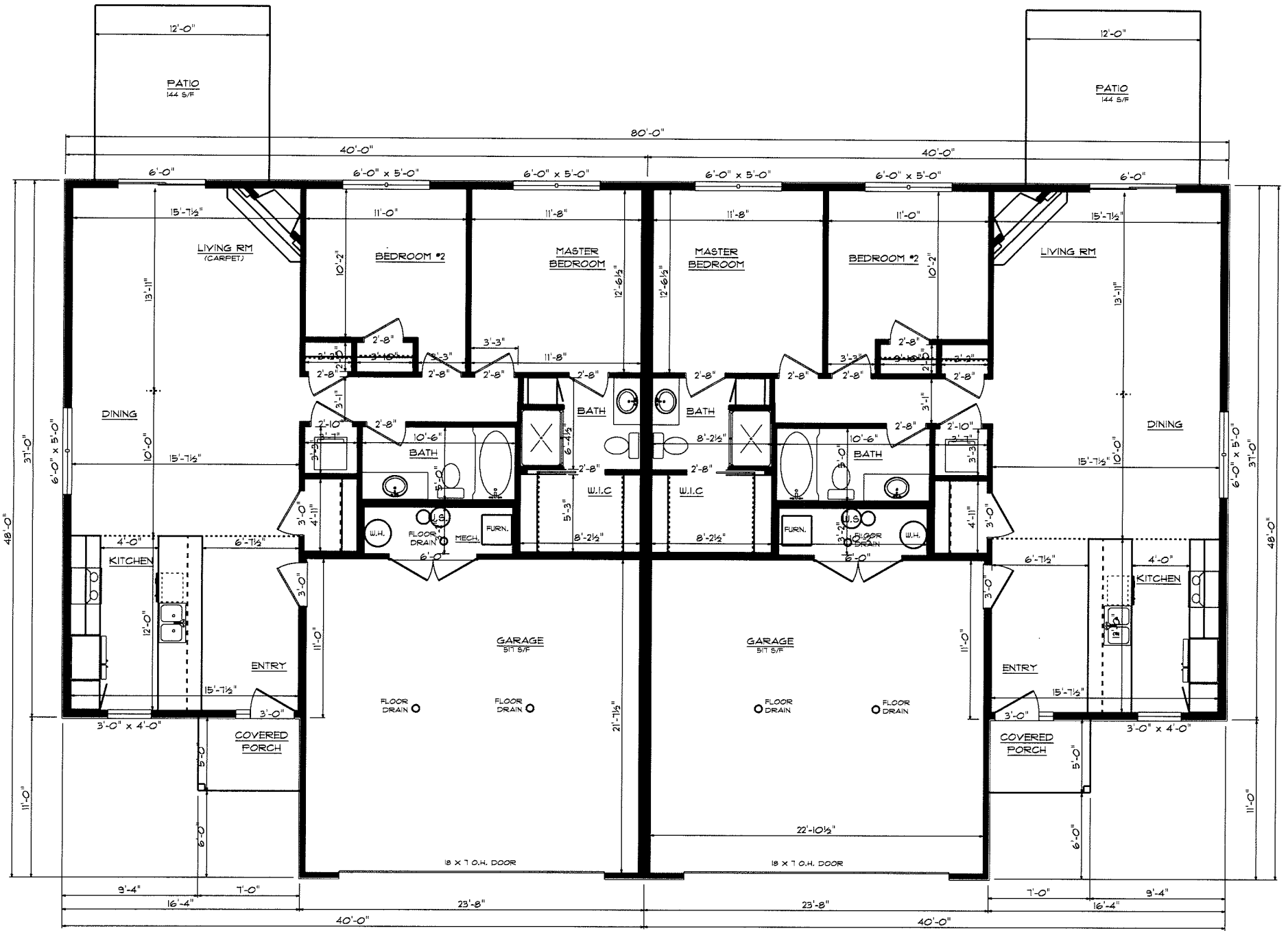
LEFT ELEVATION



BACK ELEVATION

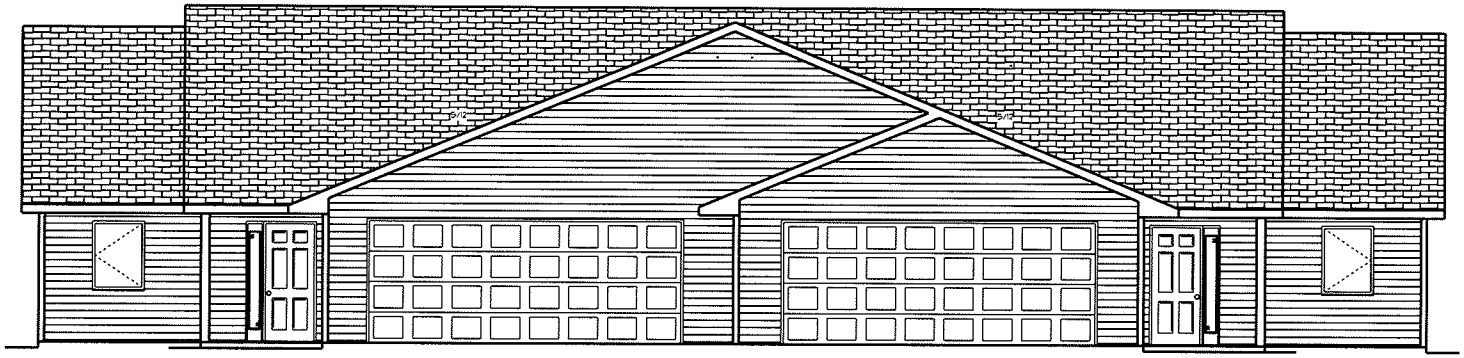


RIGHT ELEVATION



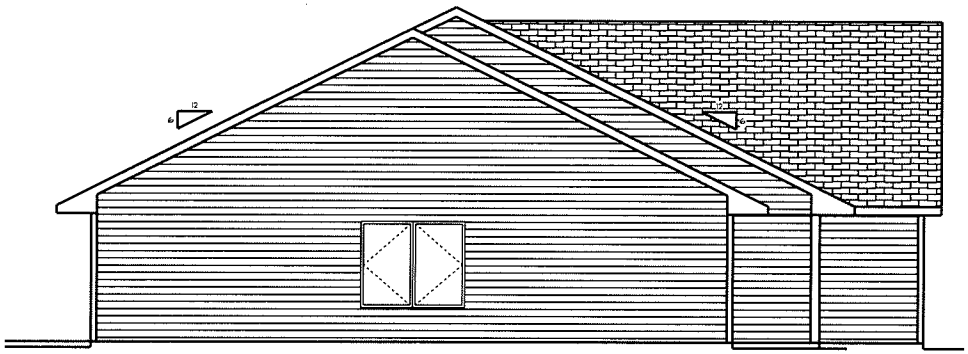
FIRST FLOOR PLAN

1,224 SQ.FT. EACH UNIT
(INCLUDES MECH. RM.)

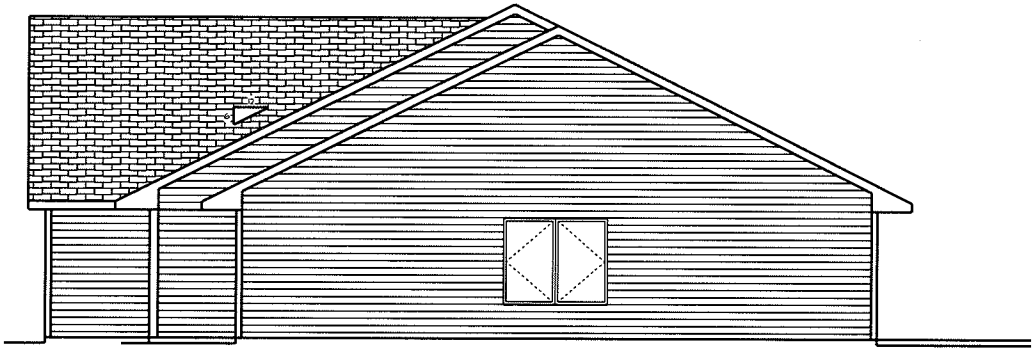


FRONT ELEVATION

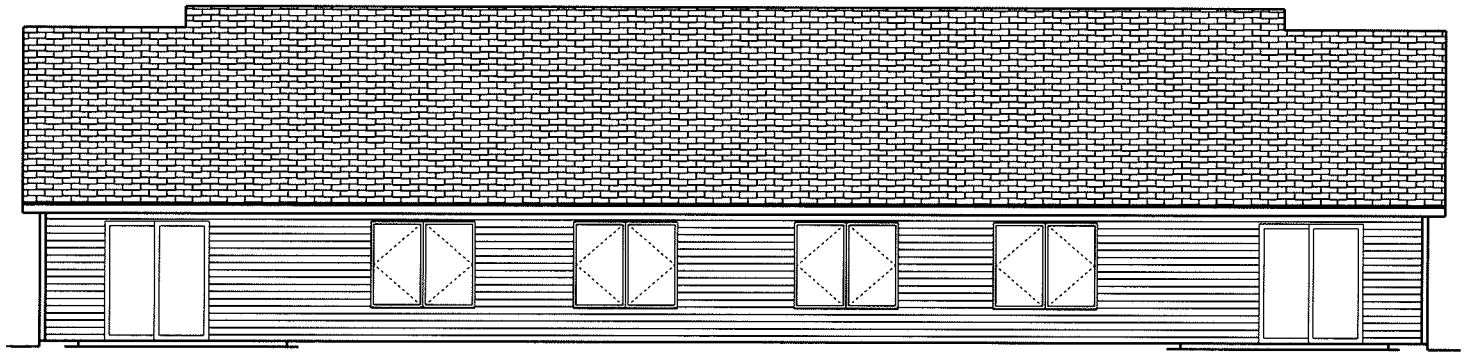
1224SQ. FT. DUPLEX



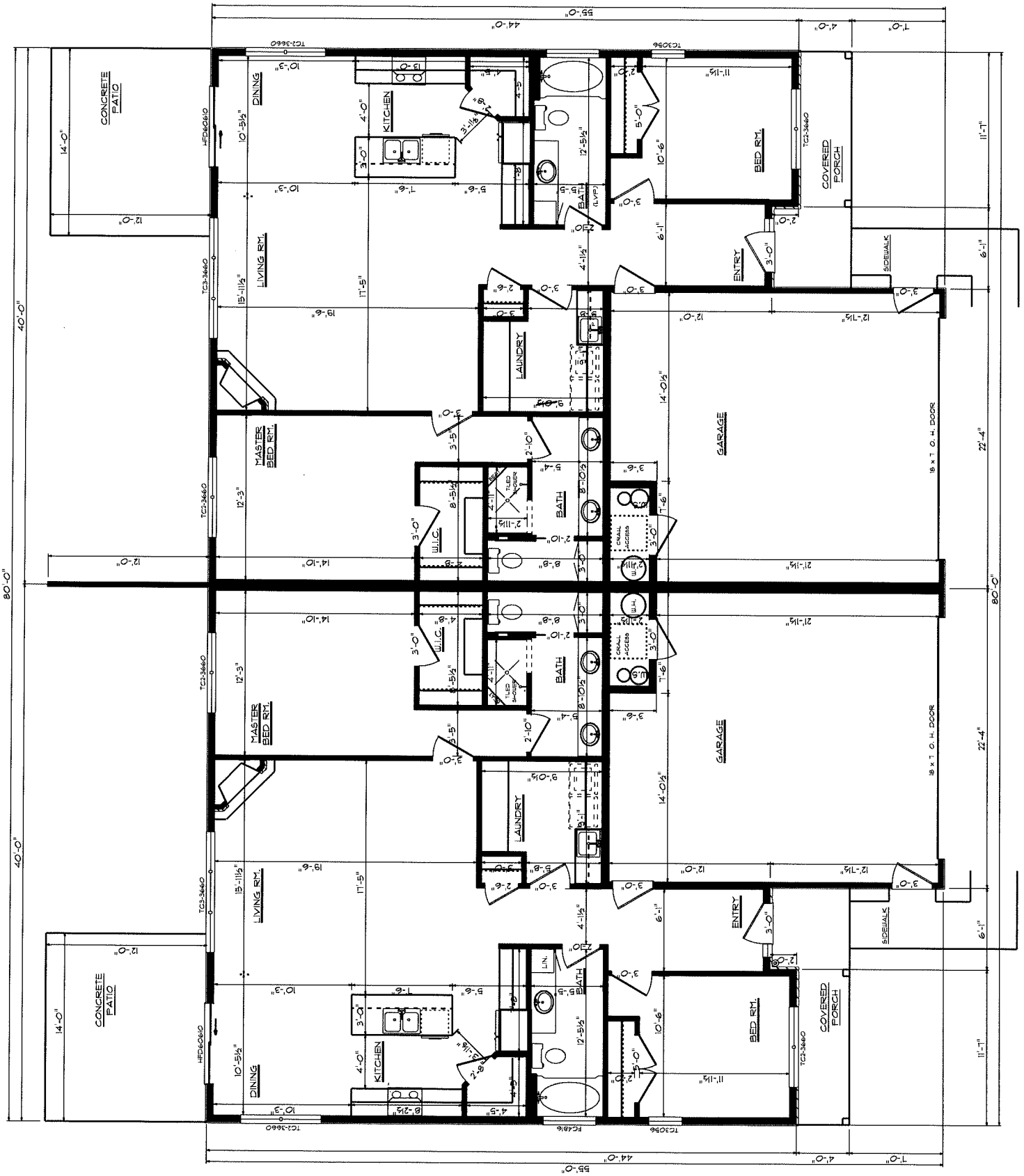
LEFT SIDE ELEVATION



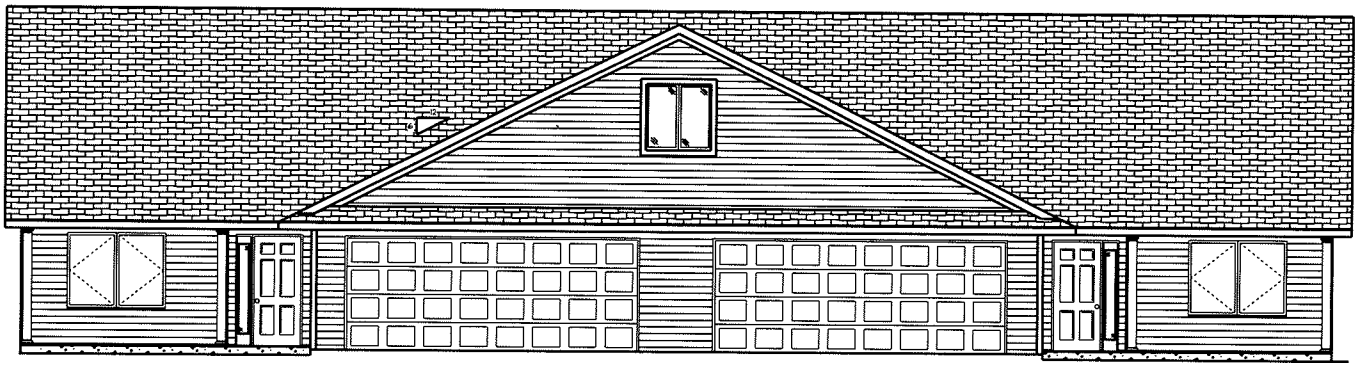
RIGHT SIDE ELEVATION



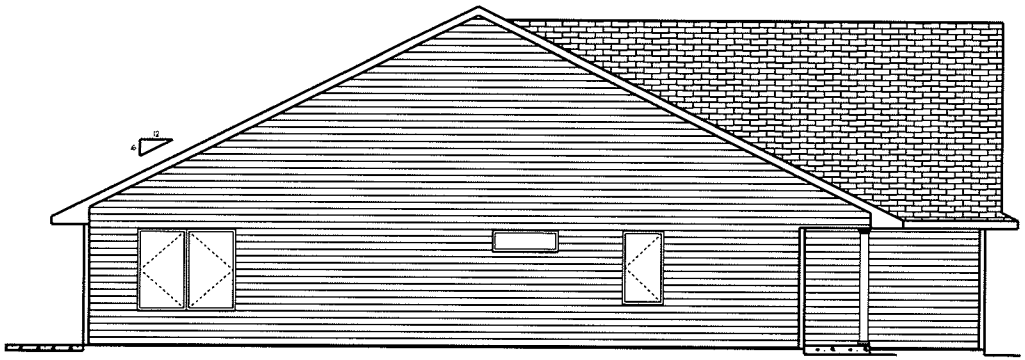
BACK ELEVATION


FIRST FLOOR PLAN
1440 SQ.FT. EACH UNIT
2880 SQ.FT. TOTAL
CONCRETE PATIO
DINING
KITCHEN
LIVING RM.
MASTER BED RM.
BATH
W.I.C.
LAUNDRY
GARAGE
ENTRY
SIDEWALK
BED RM.
COVERED PORCH
18' x 7' O.H. DOOR
55'-0"
44'-0"
40'-0"
80'-0"

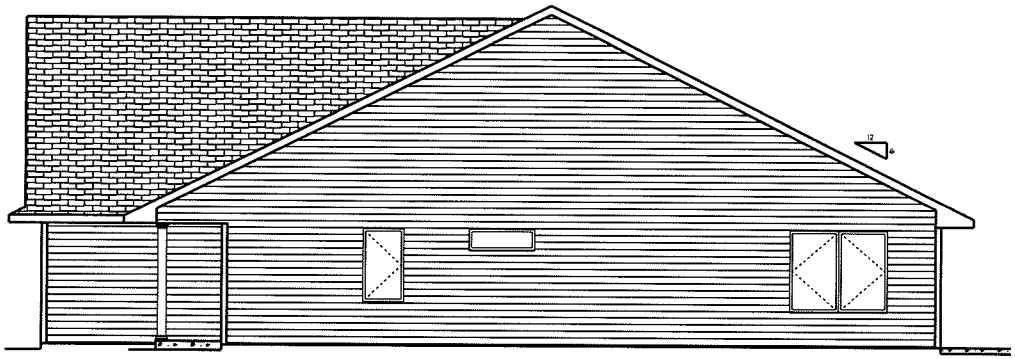
1440 SQ. FT. DUPLEX



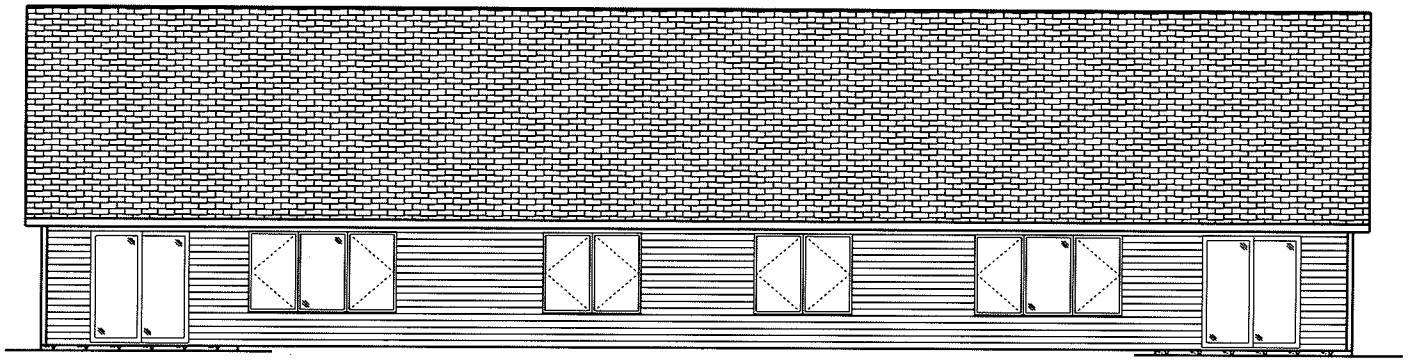
FRONT ELEVATION



LEFT ELEVATION



RIGHT ELEVATION



BACK ELEVATION

Note

Dog park

STAFF REPORT
Halbrook Development - Development Agreement

Mr. Halbrook has signed the Letter of Intent to develop the site at the northeast corner of Ava Hope Court and Northwoods Drive.

At the November meeting of the Plan Commission, the Plan Commission recommended the Board approve the Development Agreement authorizing construction. Attached is the proposed Development Agreement.

If approved, the property (subject of the Letter of Intent) will then be transferred to Halbrook Builders, LLC.

DEVELOPMENT AGREEMENT
FOR VILLAGE OF SISTER BAY PARCEL NO. 181-15-10019
Address: 2390 & 2394 Ava Hope Ct.
Multi-Family Development
(Developer: Halbrook Builders LLC, c/o Tim Halbrook)

THIS AGREEMENT made this 16th day of December, 2025, between Tim Halbrook Builders LLC ("the Developer") and the Village of Sister Bay in the County of Door and the State of Wisconsin ("the Village").

WHEREAS, the Village owns property at the northeast corner of Ava Hope Court and Northwoods Drive in the Village of Sister Bay known as parcel no. 181-15-10019 ("the Property"); and,

WHEREAS, the Developer plans to build three apartment buildings on the Property ("the Development"); and,

WHEREAS, the Village has entered a Letter of Intent with the Developer whereby the Property will be transferred to the Developer upon successful execution of this Development Agreement; and,

WHEREAS, the Property is presently zoned R-2 (Multiple Family Residence), and the previously mentioned Development is allowed in that District; and,

WHEREAS, this Agreement is required in order to implement the Village's Zoning Ordinance and further meet the Village's housing needs; and,

WHEREAS, the Developer agrees to develop the Property as herein described in accord with this Agreement, the conditions established by the Village Plan Commission and Village Board, the conditions of certain agencies and individuals in the County, all Village Ordinances, and all laws and regulations governing said Development; and,

WHEREAS, the parties mutually desire to establish fair and reasonable terms, conditions and requirements established by the Village for development/change of use of the Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

SECTION 1. VILLAGE APPROVALS:

1. The Developer agrees to construct three apartment buildings containing a total of 24 apartment units with attached garages on the Property 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(s), 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 **December 16, 2028,** this Development Agreement shall be void, the Property revert back to the Village, 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 building site, parking, lighting and stormwater management plans, all plans of which were reviewed at the November 25, 2025, meeting of the Plan Commission and approved at the December 16, 2025, meeting of the Village Board.

    b) The building elevation drawings, and floor plans, as approved at the November 25, 2025, meeting of the Plan Commission and approved at the December 16, 2025, meeting of the Village Board.

    c) The landscaping plan, provided trees are planted along the north property line and east property line at a distance of 40’ apart to shield the view of the apartment buildings. Planting distances may be modified by the Plan Commission but in no case shall trees be less than 40’ apart. The final landscaping plan shall be approved by the Plan Commission prior to planting. Additionally, trees or tall growing shrubs shall be planted along the walls not containing entrances or garages to avoid the appearance of a long wall (no wall in excess of 50’ in length shall be visible without shrubbery or trees).

    d) Approved building materials and colors are per the plans reviewed and approved at the November 25, 2025, meeting of the Plan Commission; and all approved at the December 16, 2025, meeting of the Village Board, and are more specifically as follows:
        i. Siding Type: LP Siding, Graphite color
        ii. Roofing: Landmark, Pewter color
        iii. Stone: Casa De Sassi, Ledgestone, Turin with Natural Gray Mortar

    e) No approvals have been given for a sign. All signs must comply with Chapter 66 and require separate approvals.

    f) The location and enclosure for the dumpster shall require a separate review by the Plan Commission and a zoning permit.

    g) Propane tank(s), if not buried, shall be screened from view by a vegetative screen.

    h) A 6’ wide sidewalk shall be installed along Ava Hope Court.

i) Per the Request for Proposals that solicited the Development, 20% of the apartments shall be made available to those with incomes not exceeding 80% of the county median income (CMI) adjusted for household size, not to exceed 120% area median income (AMI); calculations made at time of leasing to a new tenant.

j) Per the Request for Proposals that solicited the Development, no apartment may be leased or sublet for a period of less than thirty (30) days nor can an apartment be leased to seasonal residents or visitors.

k) Per the Request or Proposals that solicited the Development, Village employees shall be offered a lease prior to making the units available to the public.

l) The village shall retain existing stormwater easements and an easement to the stormwater pond located to the east of the Property. Said easement to be established when the park, described below, is transferred to the Village.

m) The Developer is to develop a neighborhood park prior to occupancy of the first building built. The Village shall contribute $30,000 towards the park, which includes any signage. Prior to developing the park, the Developer is to meet with the Parks, Property and Streets Committee on the design of the park, area occupied, landscaping, and equipment. It is expected the Developer will not contribute more than $8000 towards the landscaping and equipment. Once the park has been established, the property shall revert back to the Village and an Operational Agreement shall be entered whereby the Developer maintains the lawn and landscaping of the park. It is anticipated the park boundary will extend further north than shown on the site plan approved above.

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 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.

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

SECTION 3. PROJECT PHASING:

1. The Developer acknowledges that the Zoning Permit which authorizes the Development is only valid for the period specified elsewhere in this Agreement (December 16, 2028).

2. The Developer acknowledges that the time period for a Building Permit is under the control of the Building Inspector.

3. The Developer acknowledges that the total Development will be completed by **December 16, 2028.**

SECTION 4. OCCUPANCY PERMITS:

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

   a) The terms of Sections 1, 2 and 3 of this Agreement have been satisfied. Notwithstanding the foregoing, the Village will grant and issue Occupancy Permits for the Development when completed.

   b) The Developer has paid all permit fees, impact fees, and connection fees in full and has reimbursed the Village for administrative costs as required and in effect at the time of this agreement.

   c) All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are removed from the development and disposed of lawfully.

   d) The Developer is not in material default on any aspect of this Agreement.

   e) The site grading and construction of surface and storm water drainage facilities required to serve the development are completed, are connected with an operating system as required herein, are cleaned as needed, and have been accepted by the Village Board.

   f) As a condition for issuance of an Occupancy Permit all aspects of the Development must be in compliance with any and all applicable Fire and Building Codes, as well as all applicable Codes and regulations, including “as-builts”.

   g) A Certificate of Compliance verifying compliance with this Development Agreement cannot be issued until the Developer has demonstrated compliance with this Agreement and the Zoning Code. It is the responsibility of the Developer to contact the Village to schedule an inspection so a Certificate of Compliance can be issued.

SECTION 5. PRIVATE AND PUBLIC IMPROVEMENTS:

It is the intent that the Developer will construct and dedicate to the Village the specifically itemized public improvements listed in SECTION 1 and below, if applicable. If the Village were to require any additional public improvements at a later date, the cost of such improvements would be reimbursed to the Developer for 100% percent of such costs incurred, either directly or from the proceeds of a TIF.

A. PUBLIC STREETS/ROADS:

The Developer hereby agrees that:

1. Developer will be responsible for any damage to the public streets/roads utilized during site preparation and construction of the development. The Developer may choose to walk the affected streets or roads with the Village's Parks and Streets Director and videotape the street/road condition(s) to avoid dispute 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 accept 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.

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 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 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 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:

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 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 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 screened from view with shrubbery. The tank and line locations must also be registered with Door County officials.

4. Per the plans approved, the dumpster location is yet to be approved. A dumpster(s) will be necessary for the Development. 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. If the dumpster is enclosed with a fence, a separate Zoning Permit is required for the fence.

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:

1. 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.

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.

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

Halbrook Builder's LLC
Attn. Tim Halbrook, President
3681 Monroe Rd
De Pere, WI 54115

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:

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

SECTION 29. AMENDMENTS:
The Village and the Developer, by mutual consent, may amend this Development Agreement at any meeting of the Village Board. The Village Board shall not, however, consent to an amendment until after first having received a recommendation that the amendment shall be made from the Village's Plan Commission. If the Developer requests an amendment and the Village incurs related legal fees the Developer shall be billed for those fees and said fees paid within thirty (30) days of the invoice. There shall be a non-refundable courtesy review fee charged to the Developer for the Plan Commission to consider the amendment.

SECTION 30. DURATION:
The Developer acknowledges that the requirements regarding the operation and maintenance of the Development as fully described above shall continue and not expire unless the Property ceases to be used for its intended purpose for a period of twelve (12) months; future use may require review by the Plan Commission. The Developer acknowledges that the Village may from time to time establish new zoning, utility, storm water and other requirements or standards that apply to similarly situated properties which, if applicable, shall apply to this Development. The Developer may petition the Village Board to cancel or eliminate the requirements of the Agreement. Prior to considering the petition, the Board shall ask the Plan Commission to conduct a public hearing and make a recommendation regarding the petition. The costs of the public hearing shall be the responsibility of the Developer. The Board may cancel the Agreement if it determines that there is no further value or need for the Developer to comply with its requirements.

[Signature page to follow]

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

DEVELOPER
Halbrook Builders, LLC
By:

_____
Tim Halbrook, President

STATE OF WISCONSIN)
) ss:
COUNTY OF _____)

Personally came before me this _____ day of _____, 20____, the above named TIM HALBROOK, on behalf of Halbrook Builder's 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 that they executed the foregoing instrument as such 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 ___ day of _____, 20____.

_____
Notary Public, State of WI
My commission expires: _____

Approved As To Form:

_____
Village Attorney

EXHIBIT A
PROPERTY DESCRIPTION

Village of Sister Bay Tax Parcel No. 181-15-10019
Property Address: 2390 & 2394 Ava Hope Court, Sister Bay, Wisconsin

Legal Description:

Certified Survey Map 3856 recorded with the Register of Deeds Office of Door County, Wisconsin on September 4, 2025.

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.

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.

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

a) Required Improvements: A 22-foot paved asphalt pavement. The pavement section shall be comprised of an 8" crushed stone base, pavement edge drains, 1½" asphalt binder course and a 1½" layer of asphalt surface course.

b) Plans and Specifications:

1. Street plans, including plan and profile view, road cross-section and specifications.

2. Pavement design calculations.

3. Proposed established street grade drawing.

c) The initial binder course shall be installed prior to approval of the first Occupancy Permit, and the final surface course shall be installed at such time as homes representing 90% of the units are issued Occupancy Permits, or as directed by the Village. Surface course shall be laid no later than one year after 90% occupancy.

d) Clean-up, repairs, and restoration of all pavement, sub grade, shoulder, or curb and gutter defects shall be performed prior to the placement of the final asphalt surface course.

e) If directed by the Village Engineer, soil borings shall be taken within the roadway at sufficient intervals to determine sub-base composition. If material is determined unsuitable for a stable road base, the material shall be removed and replaced with material approved by the Village Engineer.

f) The Developer shall repair all damage to Village streets caused by construction operations.

g) Developer shall arrange for installation of approved street signs.

h) Provide Class III barricades at all dead-end streets.

8. MISCELLANEOUS

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

The Developer:

a) Will be responsible for preserving existing trees, brush, or shrubs, not approved for removal. If unauthorized removal occurs, landscaping will be replaced at the Developer's expense.

b) Shall acquire all required underground utility easements. All sanitary, drainage, and other public utility easements must be shown on the Certified Survey Map or Plat for the property which is the subject of this Development Agreement, if a new Certified Survey Map or Plat is proposed. If required easements are omitted, or errors are detected on the Plat, the Developer shall make all necessary modifications to the plat at his expense.

c) Must see that all electric, telephone and cable television service lines are installed underground.

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:

_____ _____

Date

Utilities Director

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

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.

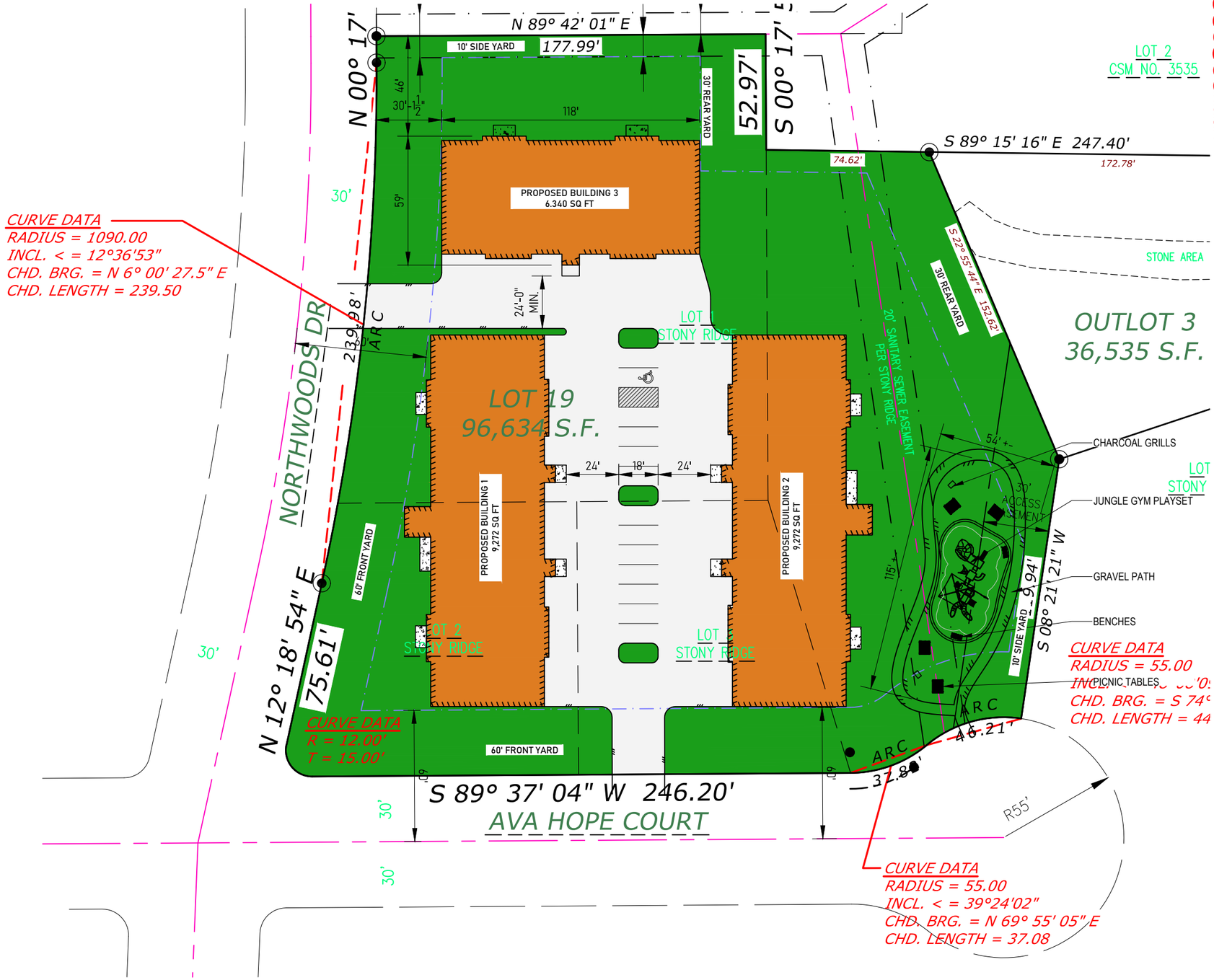
III. INSURANCE REQUIREMENTS FOR SUB-CONTRACTORS

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.

IV. APPLICABLE TO ARCHITECTS, CONSULTING, ENGINEERS, GENERAL CONTRACTORS & DESIGN/BUILD CONTRACTORS

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

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



1 CONCEPT SITE PLAN

SCALE: 1" = 50'-0"

NORTH

SITE STATISTICS	
ENTIRE SITE:	96,633 SQ. FT. OR 100%
BUILDINGS:	24,974 SQ. FT. OR 25.8%
PAVING/WALKS:	20,111 SQ. FT. OR 20.8%
GREEN SPACE:	51,548 SQ. FT OR 53.4%

LINEWORX ARCHITECTURE
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LITTLE SUAMICO, WI. 54141
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APARTMENT BUILDING- CONCEPT SITE

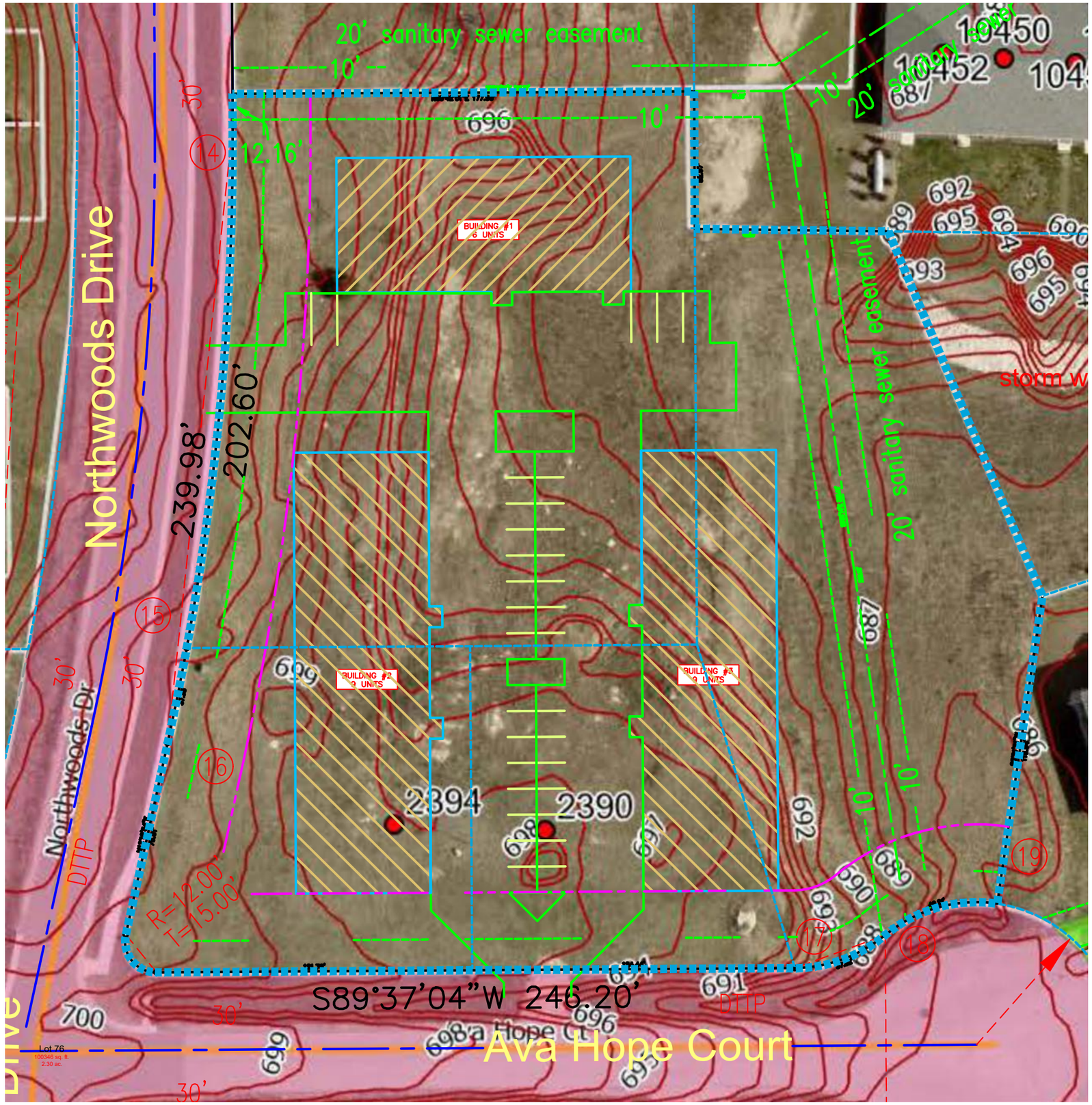
MULTI- FAMILY DEVELOPMENT
SISTER BAY, WISCONSIN

TIM HALBROOK BUILDERS, INC.

NO.	REVISION DESCRIPTION
1	UPDATED SITE STATISTICS & COLOR 12-3-25

DATE: 12-3-25
DRAFTED BY: SRW
CHECKED BY: SRW
PROJECT NO.: -
DRAWING NUMBER: -
SHEET NUMBER: C101
of 1

Preliminary


20' sanitary sewer easement
10'
10'
696
12.16'
50'
14
Northwoods Drive
239.98'
202.60'
BUILDING #1
8 UNITS
20' sanitary sewer easement
storm w
692
695
693
696
695
10450
10452
687
BUILDING #2
9 UNITS
BUILDING #3
9 UNITS
15
16
17
18
19
30'
30'
Northwoods Dr
DTTP
R=12.00'
T=15.00'
2394
2390
699
697
692
689
690
691
686
700
698
Hope Ct
S89°37'04"W 246.20'
Ava Hope Court
Lot 76
100346 sq. ft.
2.30 ac.

NOTES

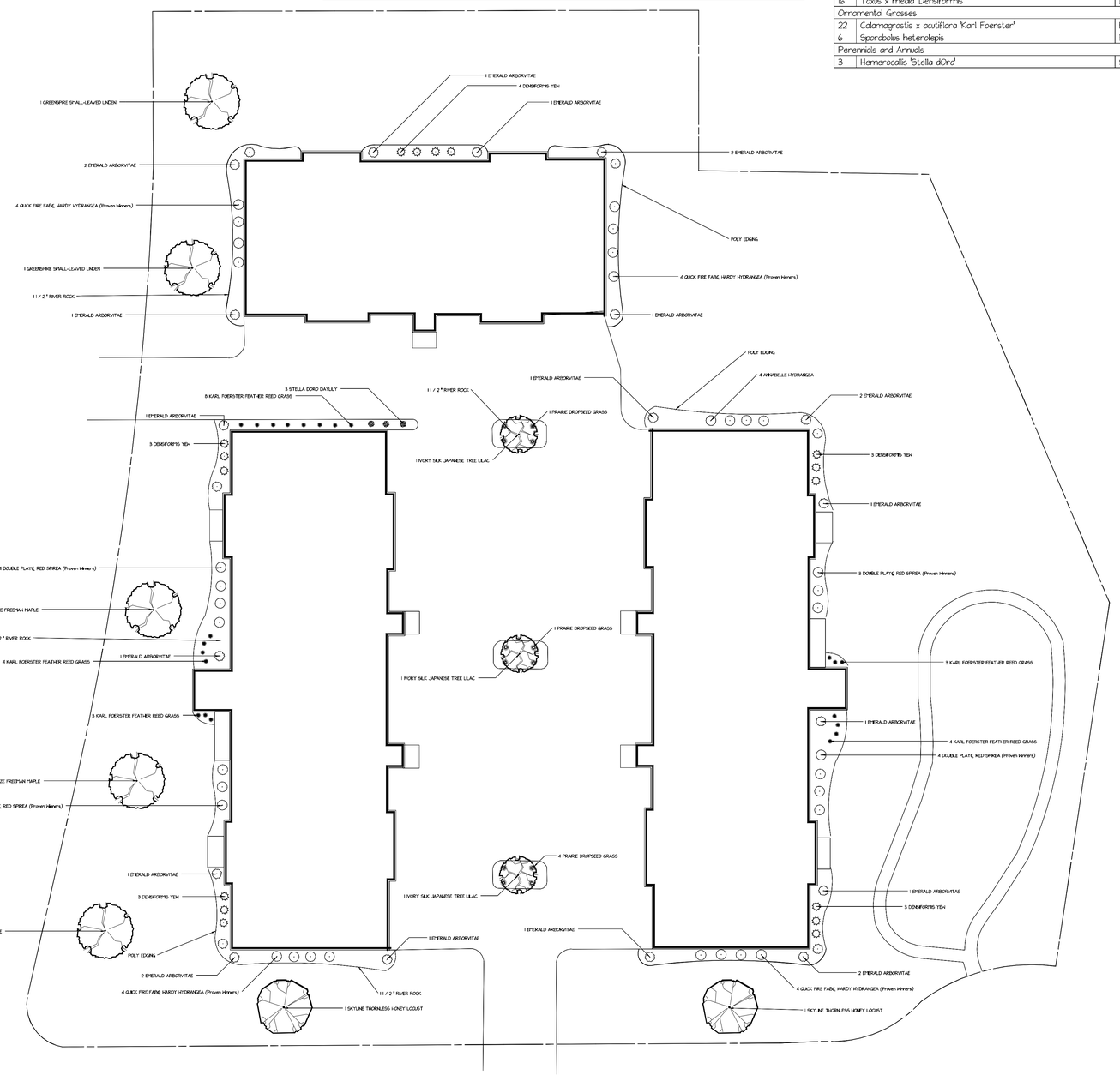
LAWN AREAS TO BE HERITAGE TYPE LAWN SEED COVERED WITH STRAW MULCH

ALL PLANTING BEDS TO 1 1 / 2" RIVER ROCK OVER FABRIC WEED BARRIER

ALL PLANTING BEDS TO BE EDGED WITH COMMERCIAL GRADE POLY EDGING

TREES PLANTED IN LAWN AREAS TO BE MULCHED WITH 5 FT RING OF HARDWOOD MULCH

Qty	Botanical Name	Common Name	Size/Condition
Trees			
3	Acer x freemanii 'Jeffersred'	AUTUMN BLAZE FREEMAN MAPLE	2 1/2"-3" b&b
2	Gleditsia triacanthos f. inermis 'Skyline'	SKYLINE THORNLESS HONEY LOCUST	2"-21/2" b&b
3	Syringa reticulata 'Ivory Silk'	IVORY SILK JAPANESE TREE LILAC	2"-2 1/2" b&b
23	Thuja occidentalis 'Smaragd'	EMERALD ARBORVITAE	4'-5' b&b
2	Tilia cordata 'Greenspire'	GREENSPIRE SMALL-LEAVED LINDEN	2"-21/2" b&b
Shrubs			
4	Hydrangea arborescens 'Annabelle'	ANNABELLE HYDRANGEA	3 gal
16	Hydrangea paniculata 'SMNHPM' pp#32,513, cbraf (Proven Winners)	QUICK FIRE FABE HARDY HYDRANGEA (Proven Winners)	1" POTTED ONSTANDARD
14	Spiraea japonica 'SMNS...MFR' ppaf, cbraf (Proven Winners)	DOUBLE PLAY® RED SPIREA (Proven Winners)	15"-18" potted
16	Taxus x media 'Densiformis'	DENSIFORMIS YEW	18"-24" potted
Ornamental Grasses			
22	Calamagrostis x acutiflora 'Karl Foerster'	KARL FOERSTER FEATHER REED GRASS	1 gal
6	Sporobolus heterolepis	PRAIRIE DROPSEED GRASS	1 gal
Perennials and Annuals			
3	Hemerocallis 'Stella dOro'	STELLA DORO DAYLILY	1 gal



MULTI FAMILY DEVELOPMENT

No.	Date	Description
REVISIONS		

LOCATION

SISTERBAY WISCONSIN

LANDSCAPE PLAN

WILLEMS LANDSCAPE SERVICE, INC.

SCALE

DRAWN BY	R W
SCALE	1" = 20'
CHECKED BY	
DATE	

PROJECT NO.

SHEET NO.



1 OVERALL FIRST FLOOR PLAN

SCALE: 1/16" = 1'-0"

Preliminary

LINEWORX
ARCHITECTURE
2052 COTTAGE ROAD
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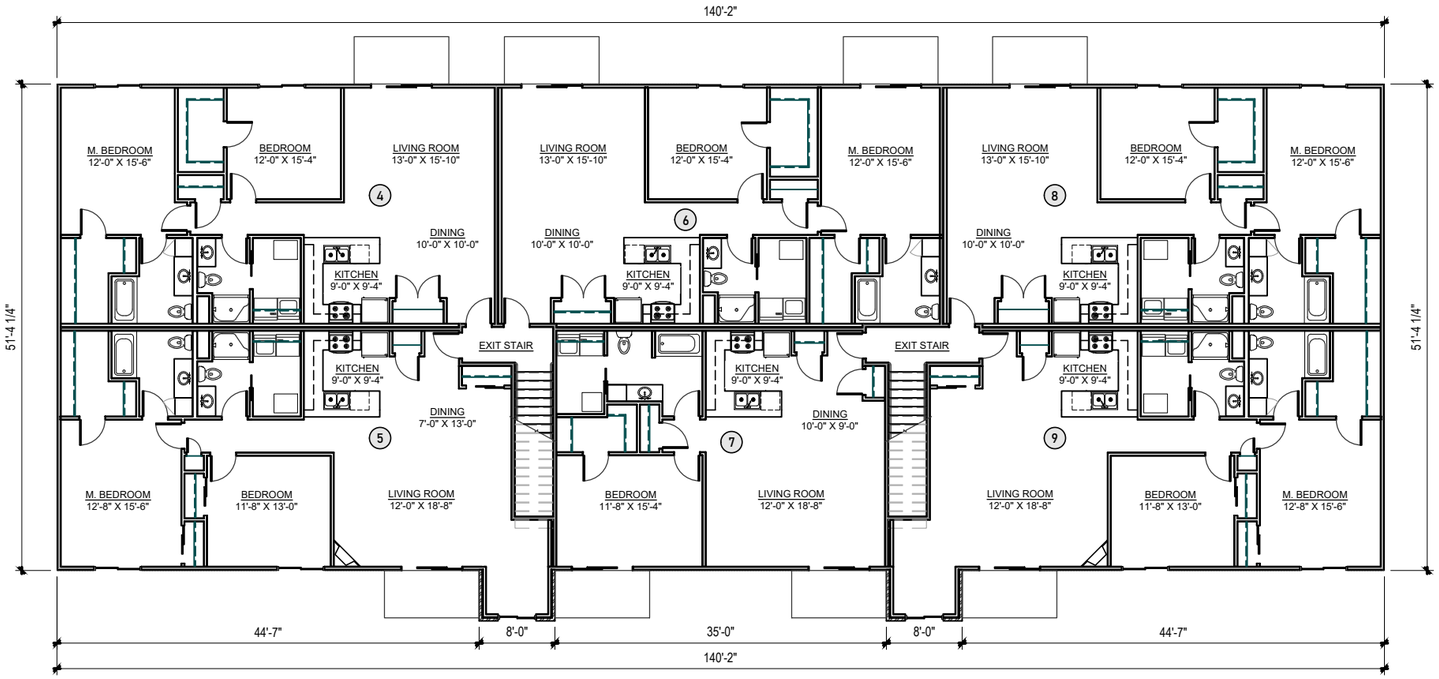
9 UNIT APARTMENT BUILDING- FIRST FLOOR PLAN

MULTI- FAMILY DEVELOPMENT
SISTER BAY, WISCONSIN

TIM HALBROOK BUILDERS, INC.

NO.	REVISION DESCRIPTION
-	-
-	-
-	-
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-	-
-	-

DATE: 11-5-25
DRAFTED BY: SRW
CHECKED BY: SRW
PROJECT NO.: -
DRAWING NUMBER: -
SHEET NUMBER: A101
of 1



1 OVERALL SECOND FLOOR PLAN

SCALE: 1/16" = 1'-0"

Preliminary

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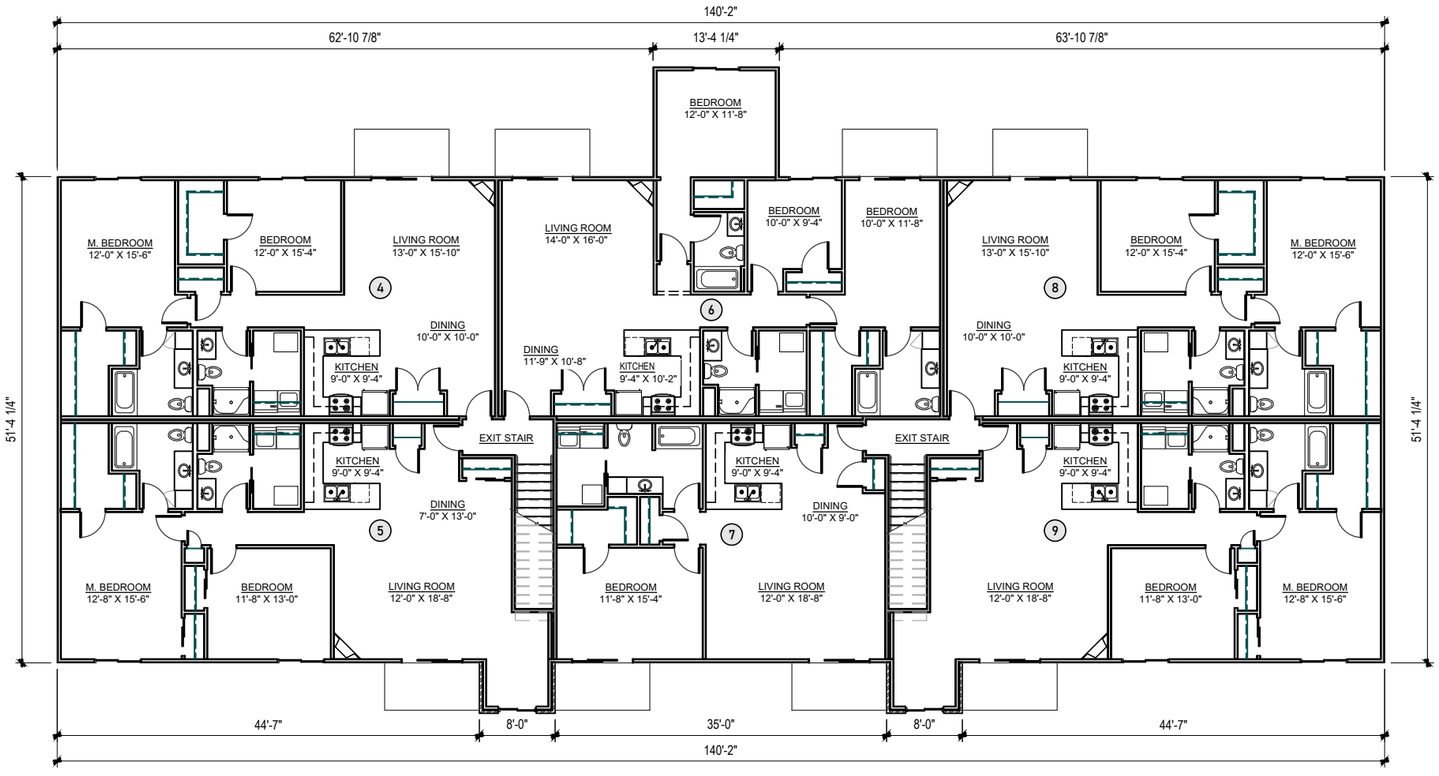
9 UNIT APARTMENT BUILDING- SECOND FLOOR PLAN

MULTI- FAMILY
DEVELOPMENT
SISTER BAY, WISCONSIN

TIM HALBROOK BUILDERS, INC.

NO.	REVISION DESCRIPTION
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DATE: 11-5-25
DRAFTED BY: SRW
CHECKED BY: SRW
PROJECT NO.: -
DRAWING NUMBER: -
SHEET NUMBER
A102
of 1



1 OVERALL SECOND FLOOR PLAN (3 BED OPTION)

SCALE: 1/16" = 1'-0"

Preliminary

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LITTLE SUAMICO, WI. 54141
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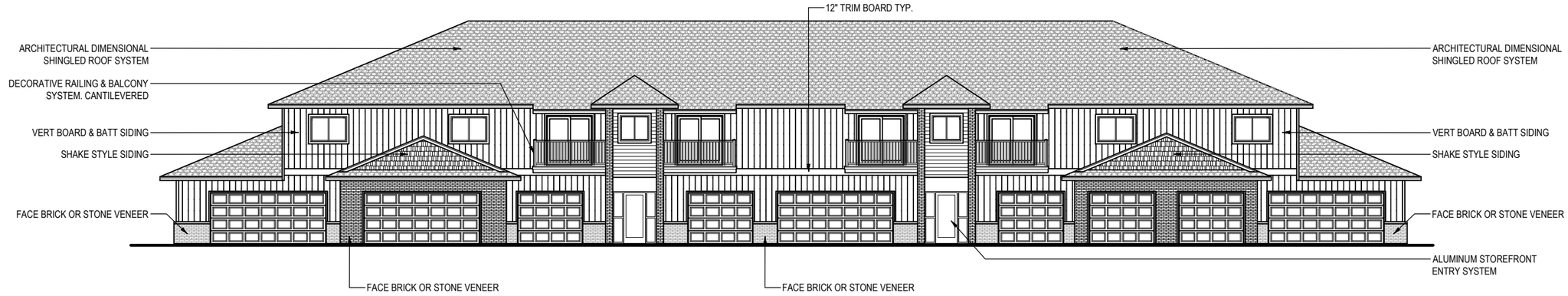
9 UNIT APARTMENT BUILDING- SECOND FLOOR PLAN

MULTI- FAMILY DEVELOPMENT
SISTER BAY, WISCONSIN

TIM HALBROOK BUILDERS, INC.

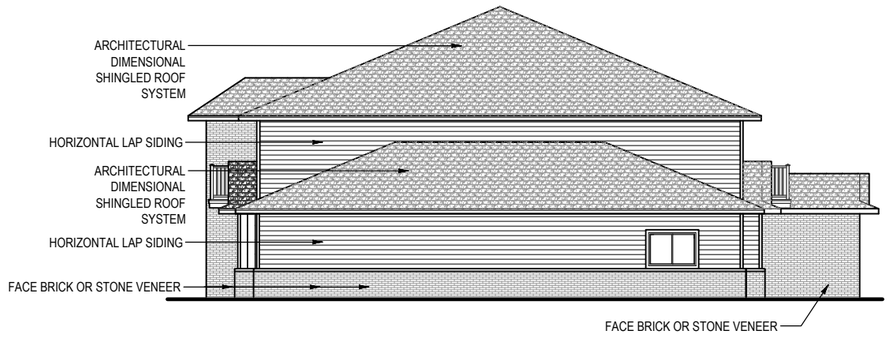
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DATE: 11-5-25
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PROJECT NO.: -
DRAWING NUMBER: -
SHEET NUMBER: A102-1 of 1



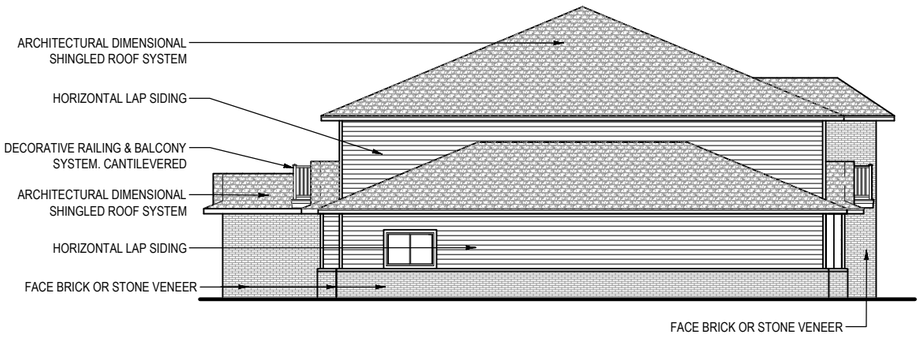
1 FRONT ELEVATION

SCALE: 1/16" = 1'-0"



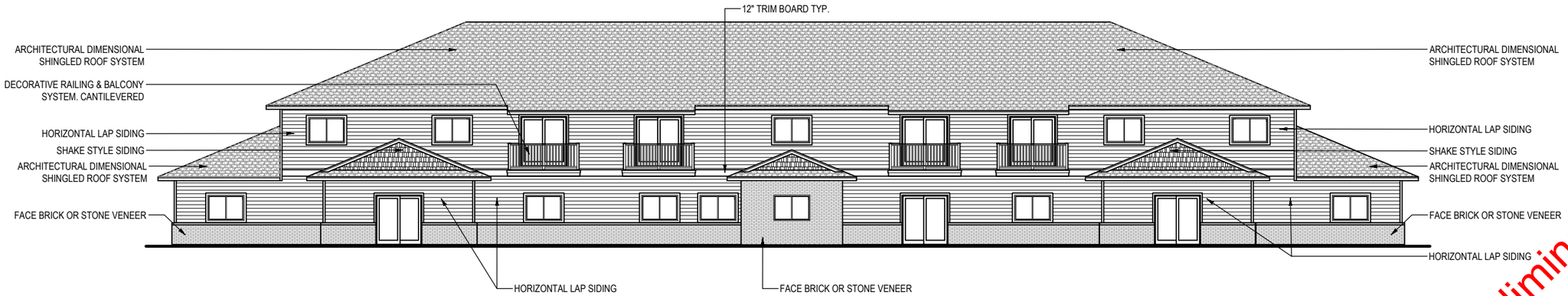
2 SIDE ELEVATION

SCALE: 1/16" = 1'-0"



3 SIDE ELEVATION

SCALE: 1/16" = 1'-0"



4 REAR ELEVATION

SCALE: 1/16" = 1'-0"

Preliminary

LINEWORX ARCHITECTURE
2052 COTTAGE ROAD
LITTLE SUAMICO, WI. 54141
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info@lineworx.us

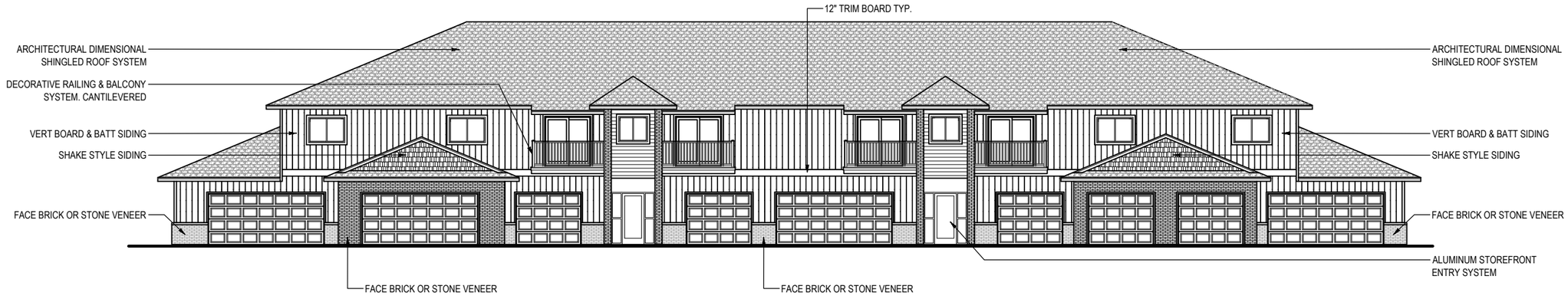
9 UNIT APARTMENT BUILDING- ELEVATIONS

MULTI- FAMILY DEVELOPMENT SISTER BAY, WISCONSIN

TIM HALBROOK BUILDERS, INC.

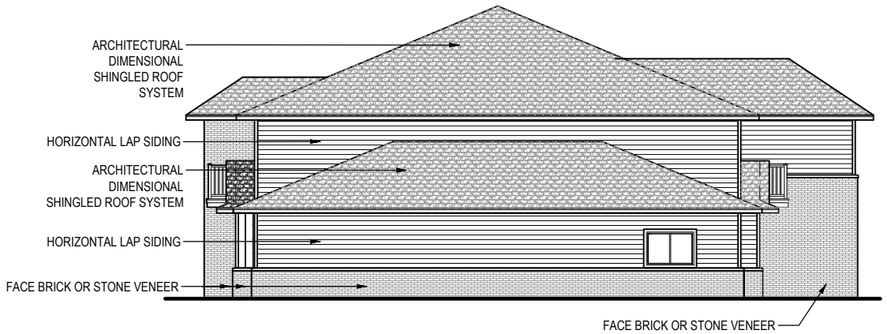
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DATE: 11-5-25
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DRAWING NUMBER: -
SHEET NUMBER: A201
of 1



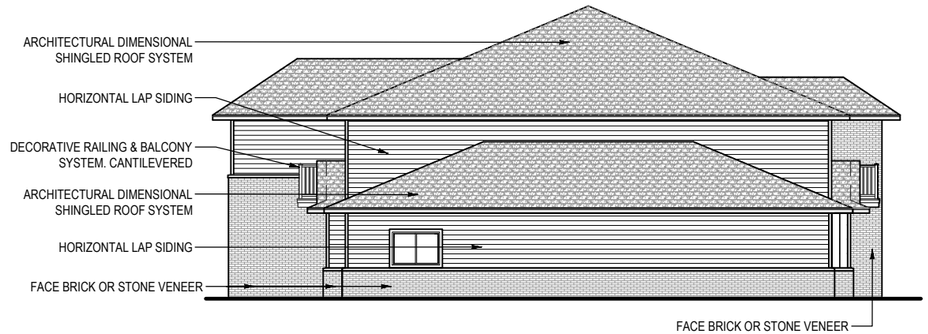
1 FRONT ELEVATION

SCALE: 1/16" = 1'-0"



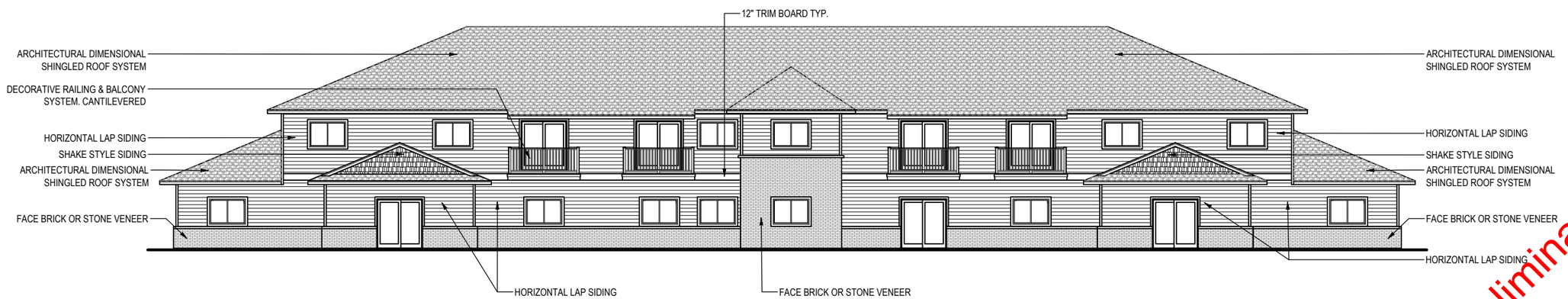
2 SIDE ELEVATION

SCALE: 1/16" = 1'-0"



3 SIDE ELEVATION

SCALE: 1/16" = 1'-0"



4 REAR ELEVATION

SCALE: 1/16" = 1'-0"

Preliminary

9 UNIT BUILDING W/ (2) 3 BEDROOM UNIT OPTION

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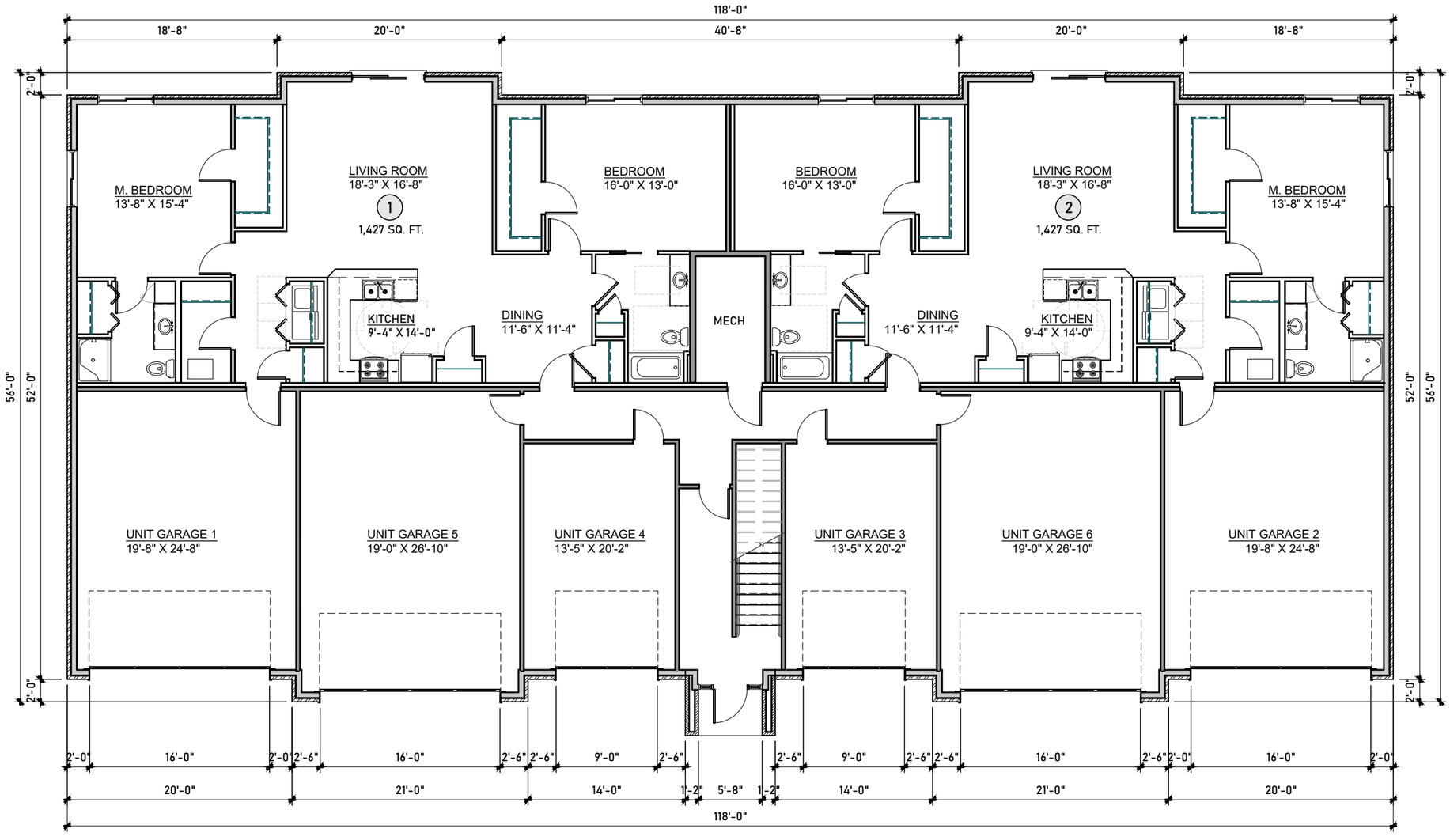
9 UNIT APARTMENT BUILDING- ELEVATIONS

MULTI- FAMILY DEVELOPMENT
SISTER BAY, WISCONSIN

TIM HALBROOK BUILDERS, INC.

NO.	REVISION DESCRIPTION
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DATE: 11-5-25
DRAFTED BY: SRW
CHECKED BY: SRW
PROJECT NO.: -
DRAWING NUMBER: -
SHEET NUMBER: A201-1 of 1



1 CONCEPT FIRST FLOOR PLAN

SCALE: 3/32" = 1'-0"

Preliminary

LINEWORX ARCHITECTURE
2052 COTTAGE ROAD
LITTLE SUAMICO, WI. 54141
PH: 920-621-1133
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6 UNIT APARTMENT BUILDING- CONCEPTS

MULTI- FAMILY DEVELOPMENT
SISTER BAY, WISCONSIN

TIM HALBROOK BUILDERS, INC.

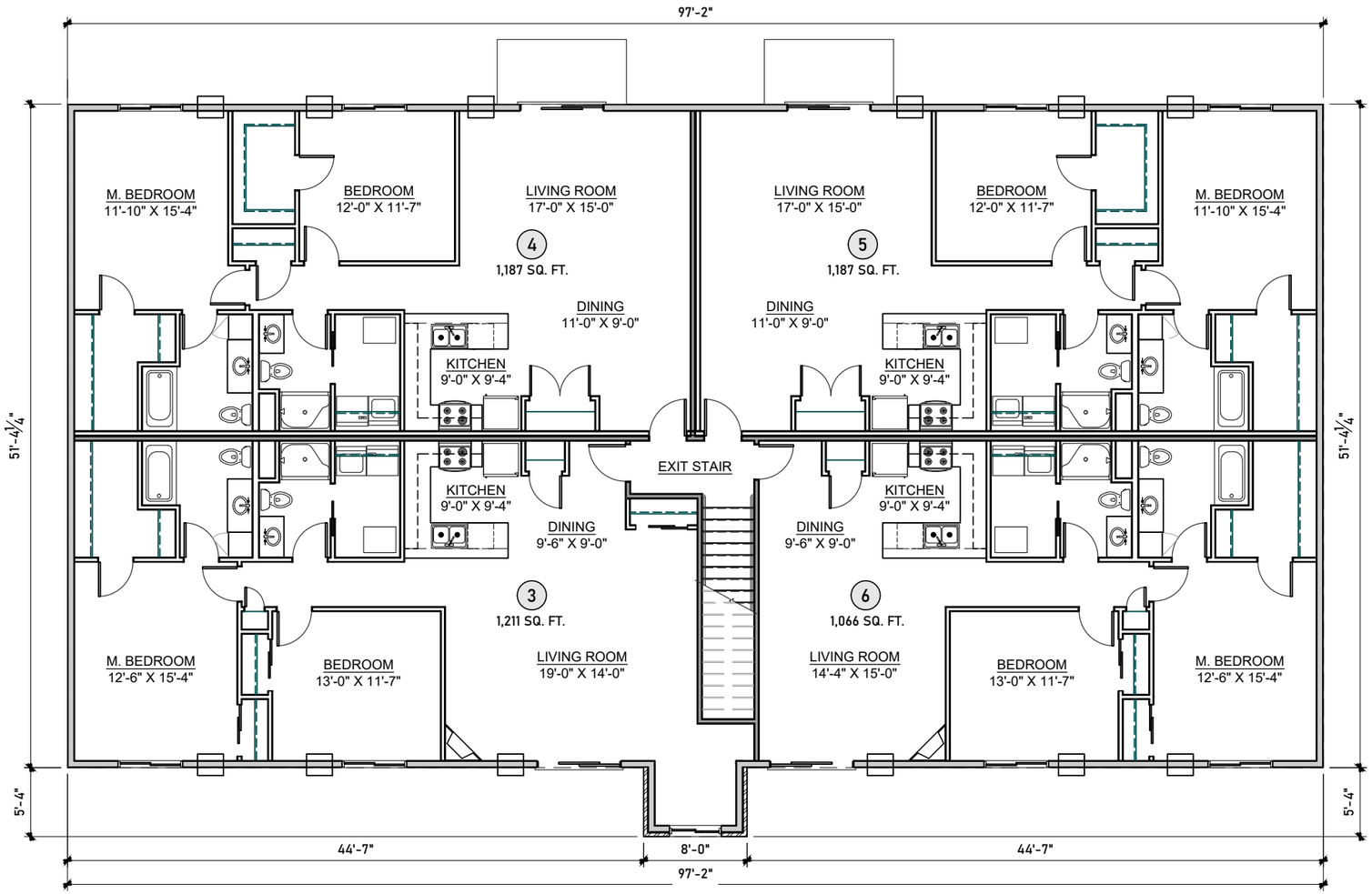
NO.	REVISION DESCRIPTION

DATE:	11-5-25
DRAFTED BY:	SRW
CHECKED BY:	SRW
PROJECT NO.:	-
DRAWING NUMBER	-

SHEET NUMBER

A101

of 1



1 CONCEPT SECOND FLOOR PLAN

SCALE: 3/32" = 1'-0"

NORTH

Preliminary

LINEWORX
ARCHITECTURE
2052 COTTAGE ROAD
LITTLE SUAMICO, WI. 54141
PH: 920-621-1133
info@lineworx.us

6 UNIT APARTMENT BUILDING- CONCEPTS

MULTI- FAMILY DEVELOPMENT
SISTER BAY, WISCONSIN

TIM HALBROOK BUILDERS, INC.

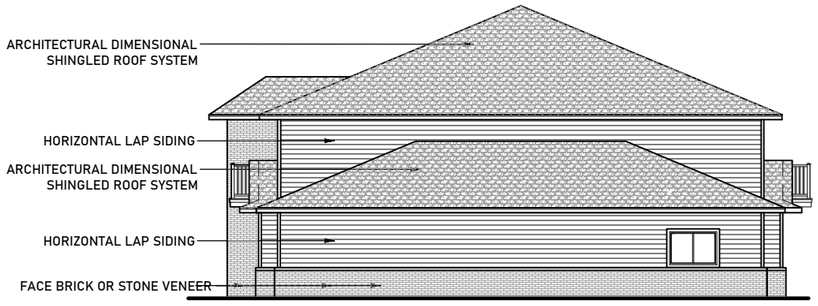
NO.	REVISION DESCRIPTION
-	-

DATE: 11-5-25
DRAFTED BY: SRW
CHECKED BY: SRW
PROJECT NO.: -
DRAWING NUMBER: -
SHEET NUMBER: A102
of 1



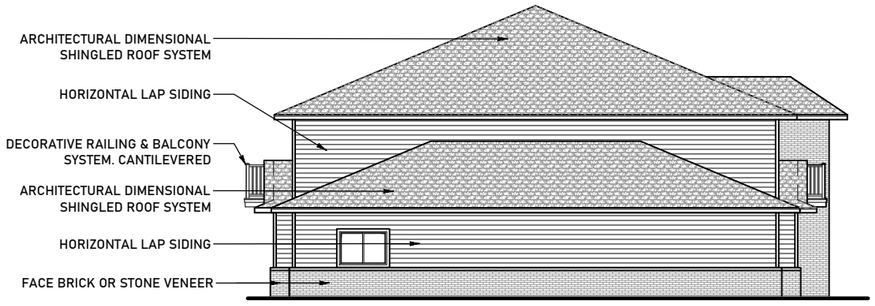
1 FRONT ELEVATION

SCALE: 1/16" = 1'-0"



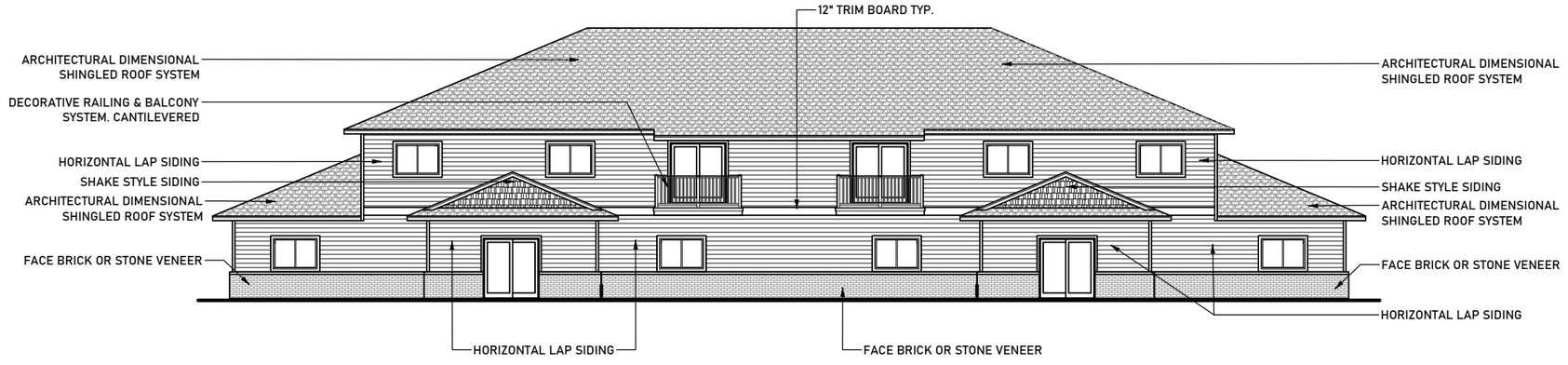
2 SIDE ELEVATION

SCALE: 1/16" = 1'-0"



3 SIDE ELEVATION

SCALE: 1/16" = 1'-0"



4 REAR ELEVATION

SCALE: 1/16" = 1'-0"

Preliminary

LINEWORX ARCHITECTURE
2052 COTTAGE ROAD
LITTLE SUAMICO, WI. 54141
PH: 920-621-1133
info@lineworx.us

6 UNIT APARTMENT BUILDING- CONCEPTS

MULTI- FAMILY DEVELOPMENT
SISTER BAY, WISCONSIN

TIM HALBROOK BUILDERS, INC.

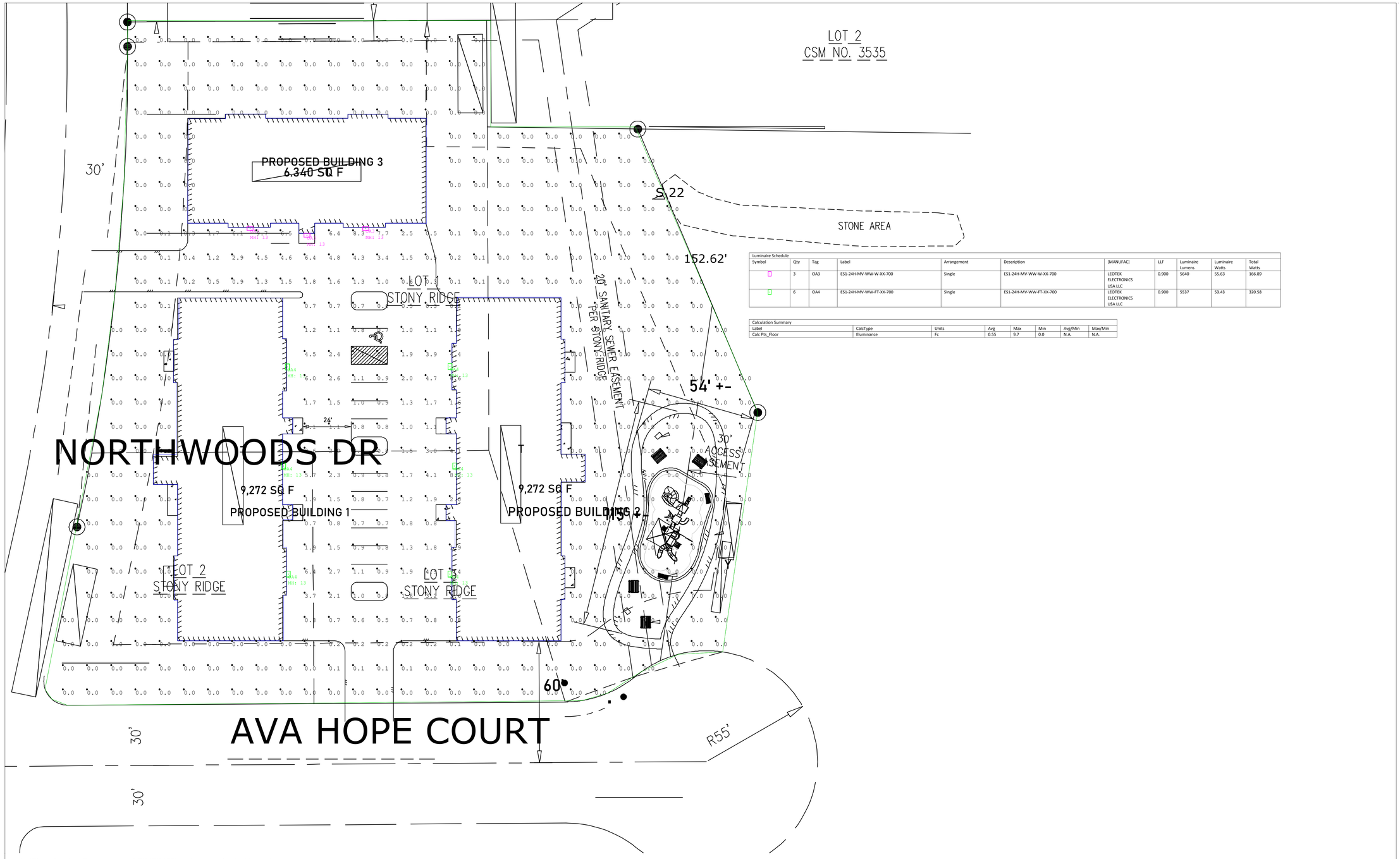
NO.	REVISION DESCRIPTION

DATE:	11-5-25
DRAFTED BY:	SRW
CHECKED BY:	SRW
PROJECT NO.:	-
DRAWING NUMBER	-

SHEET NUMBER

A201

of 1



Luminaire Schedule

Symbol	Qty	Tag	Label	Arrangement	Description	[MANUFAC]	LLF	Luminaire Lumens	Luminaire Watts	Total Watts
	3	OA3	ES1-24H-MV-WW-W-XX-700	Single	ES1-24H-MV-WW-W-XX-700	LEOTEK ELECTRONICS USA LLC	0.900	5640	55.63	166.89
	6	OA4	ES1-24H-MV-WW-FT-XX-700	Single	ES1-24H-MV-WW-FT-XX-700	LEOTEK ELECTRONICS USA LLC	0.900	5537	53.43	320.58

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Calc Pts_Floor	Illuminance	Fc	0.55	9.7	0.0	N.A.	N.A.

1. Standard reflectance of 80/50/20 unless noted otherwise
2. Not a construction document, for design purposes only
3. Standard indoor calc points @ 30" AFF unless noted otherwise
4. Standard outdoor calc points @ grade unless noted otherwise
5. Visual Impact assumes no responsibility for installed light levels due to field conditions, etc.
6. Standard LLF of 0.90 unless noted otherwise

Visual Impact Lighting
1724 Industrial Drive
920-437-2069
visualimpactlighting.com

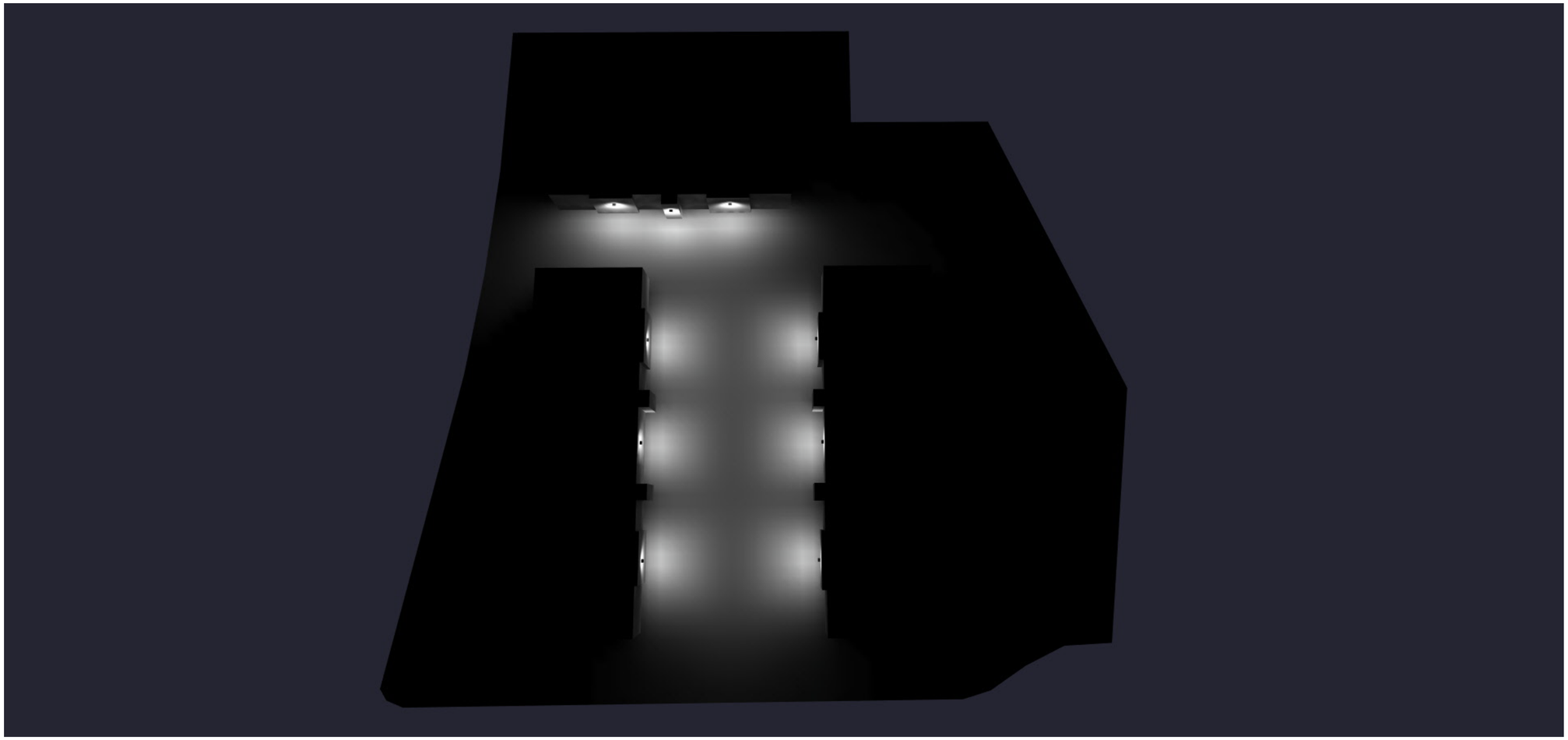
visual impact

#	Date	Comments

Revisions

Drawn By: ATH
Checked By:
Date:11/17/2025
Scale:

Sister Bay Multi Family Development



1. Standard reflectance of 80/50/20 unless noted otherwise
2. Not a construction document, for design purposes only
3. Standard indoor calc points @ 30" AFF unless noted otherwise
4. Standard outdoor calc points @ grade unless noted otherwise
5. Visual Impact assumes no responsibility for installed light levels due to field conditions, etc.
6. Standard LLF of 0.90 unless noted otherwise

Visual Impact Lighting
1724 Industrial Drive
920-437-2069
visualimpactlighting.com

visual impact

#	Date	Comments

Revisions

Drawn By: ATH
Checked By:
Date:11/17/2025
Scale:

Sister Bay Multi Family

Development

LEOTEK®

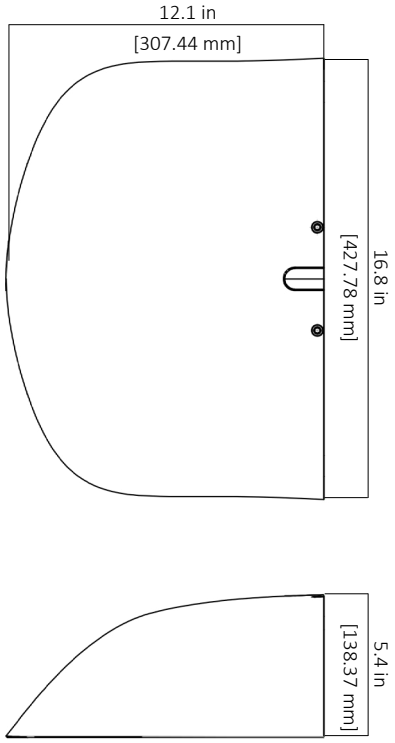
Project
Type
Catalog No.

Eseta™ LED Wall Sconce
ES1 w/ OMNI Lens™ Visual Comfort Optics

Luminaire Data

Weight 9.9 lbs [4.5 kg]
14.6 lbs [6.5kg] with EM, MS options





Ordering Information

Sample Catalog No. ES1 24H MV NW W BK 700 EM

Product	No. & Type of LEDs	Voltage	Color Temperature[2]	Distribution	Finish[3]	Drive Current[4]	Options
ES1	**24H** 24H **48H**[1] 48H	**MV**[7] 120-277V **HV** 347-480V	**WW** 3000K **NW** 4000K **CW** 5000K	**W** Wide **FT** Forward Throw	**BK** Black **DB** Dark Bronze **GY** Gray **WH** White	**350** 350mA **530** 530mA **700**[1] 700mA	**PC**[5] Button Type Photo Control **MSL2**[6,8] Motion Sensor, L2 Lens **MSL3**[6,8] Motion Sensor, L3 Lens **EM**[7] Emergency Battery System Cold Weather Rated (-20°C/-4°F) **EM2**[7] Emergency Battery System Warm Weather Rated (0°C/32°F)

Notes
1 48H LED configuration only available in 350mA or 530mA only, 700mA not available.
2 Consult factory for other color temperatures.
3 Consult factory for non-standard finish options. See page 2 for specifications.
4 Factory set drive current, non-field adjustable. Refer to performance data on page 3. (consult factory for other drive current options)
5 PC option available with MV. For PC and HV, customer must specify required voltage of 347V or 480V.
6 Motion sensor options available with MV only. Default setting dims luminaire to 50% when no motion is detected for 5 minutes.
7 Emergency Battery System available with MV only. 3-year limited warranty on Emergency Battery System.
8 FSIR100 motion sensor handheld wireless configuration accessory can be used to adjust factory settings as needed. (accessories must be ordered separately as needed, only one FSIR100 required per project)

Accessories*	
FSIR100[8]	Handheld Motion Sensor Configuration Tool

*Accessories are to be ordered separately and not to be included in the luminaire's catalog number.

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Eseta™ LED Wall Sconce
ES1 w/ OMNI Lens™ Visual Comfort Optics

Luminaire Specifications

Housing
Die-cast aluminum housing with back mounting plate and outdoor rated cable. Back mounting plate includes novel hanging features to allow one-person installation. Knockouts on the top and bottom of the housing allow conduit entry. Electrical components are accessed behind gasketed optical cover.

Light Emitting Diodes
Hi--flux/Hi-power white LEDs are tested in accordance with IES LM--80 testing procedures. Warm White (3000K), Neutral White (4000K) and Cool White (5000K) with minimum 70 CRI are standard. LEDs are 100% mercury and lead free.

Optical Systems
The OMNI Lens™ visual comfort optical system creates a low brightness source to significantly reduce visibility glare with precision Wide or Forward Throw distributions. Lens cover is UV stabilized, vandal-resistant polycarbonate. Luminaire produces 0% total lumens above 90° (BUG Rating, U=0).

Electrical
Power supply features a minimum power factor of .90 and <20% Total Harmonic Distortion (THD). EMC meets or exceeds FCC CFR Part 15. Transient voltage complies with ANSI C62.41 Cat. A. Integral surge protector is tested per ANSI/IEEE C62.45 procedures based on ANSI/IEEE C62.41.2 definitions for standard and optional waveforms for Location Category C High.

Finish
Housing receives a fade and abrasion resistant epoxy polyester powder coat. Finish tested to withstand 5000 hours in salt spray exposure per ASTM B117. Finish tested 5000 hours in UV exposure per ASTM G154 and meets ASTM D523 gloss retention.

Listings/Ratings/Labels
Luminaires are UL listed for use in wet locations and emergency lighting in the United States and Canada. Ambient operating temperature is -40°C to 40°C with non- EM unit. Entire fixture maintains an IP66 and IK10 rating. DesignLights Consortium™ qualified product. Consult DLC QPL to confirm your specific fixture selection is DLC approved. Assembled in the United States.

Photometry
Luminaires are photometrically tested by certified independent testing laboratories in accordance with IES LM-79 testing procedures.

Lumen Maintenance

	TM-21 Lumen Maintenance (hours) at 25°C	
Models	**At 50,000**	**At 100,000**
ES1-24H	99%	97%
ES1-48H	97%	93%

Warranty
10-year limited warranty is standard on luminaire and components. 5-year limited warranty on motion sensor and photo control. 3-year limited warranty on Emergency Battery System.

Color Specifications

Order Code	Color	RAL #	Pantone Equivalent
GY	Gray	7040	429C
BK	Black	9004	426C
DB	Dark Bronze	6022	BLACK 2C
DB1	Dark Bronze	8019	412
WH	White	9003	11-0601
NA	Natural Aluminum	9006	N/A

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Eseta™ LED Wall Sconce
ES1 w/ OMNI Lens™ Visual Comfort Optics

Performance Data

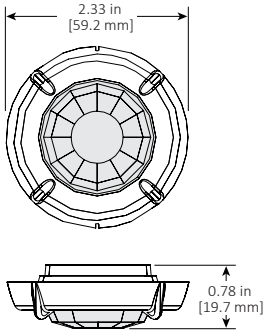
All data nominal, consult factory for IES files or LM-79 reports.

CCT	Two Distributions		Wide Distribution			Forward Throw Distribution		
	No. of LEDs & Type	Drive Current (mA)	System Wattage (W)	Delivered Lumens (Lm)	Efficacy (Lm/W)	System Wattage (W)	Delivered Lumens (Lm)	Efficacy (Lm/W)
3000K	24H	350	29	3621	125	29	3618	125
		530	45	5265	117	43	5203	119
		700	57	6421	113	57	6516	114
	48H	530	83	8826	106	81	8751	108
4000K	24H	350	29	3944	136	30	4050	136
		530	45	5580	124	43	5418	126
		700	58	6957	120	58	7023	121
	48H	530	82	8707	106	83	8466	102
5000K	24H	350	29	3730	130	30	3922	132
		530	44	5131	118	43	5139	119
		700	58	6521	112	56	6260	112
	48H	530	82	9839	120	84	9585	115

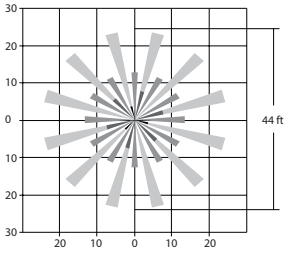
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Eseta™ LED Wall Sconce
ES1 w/ OMNI Lens™ Visual Comfort Optics

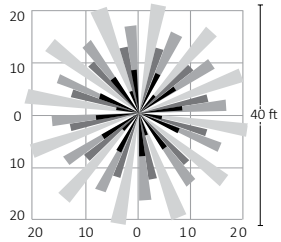
Motion Sensor (Optional) Data



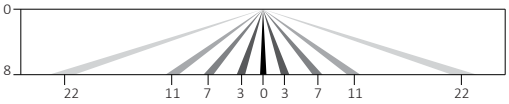
L2 Lens Coverage Top View



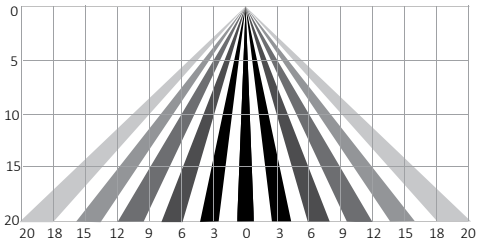
L3 Lens Coverage Top View



L2 Lens Coverage Side View



L3 Lens Coverage Side View



Motion Sensor (Optional) Specifications

Description
Digital passive infrared luminaire integrated outdoor occupancy sensor provides high/low/off control based on motion. Initial setup and subsequent sensor adjustments are made using a handheld configuration tool.

Operation
Standard factory setting will dim the luminaire to 50% until motion is sensed and then it will power to 100%. When motion is not detected for five minutes, the luminaire will dim back to 50%. Ramp up and fade down times are adjustable, but initially set to NONE.

The percent dimming and time durations may be field adjusted as required using FSIR100 option. FSIR user guide available at: www.wattstopper.com.

Optical System
Multi-cell, multi-tier Fresnel lens with a 360 degree view detects unobstructed motion. L2 lens is designed for a mounting height up to 8 feet and detects motion up to 3 times mounting height. L3 lens is designed for a mounting height up to 20 feet and detects motion within one mounting height.

Finish
Sensor exterior ring and lens are white polycarbonate, UV and impact resistant.

Listings/Ratings
Sensor is TUV, UL and cUL listed, IP66 rated and CE compliant.

Warranty
5-year limited warranty on luminaires and components with a motion sensor.

Emergency Battery System (Optional) Specifications

Description
Emergency battery system option provides a nominal 2300 lumens for a minimum of 90 minutes and can be specified with motion sensor option. Test switch and charging indicator light are visible and accessible on the optical cover.

Temperature Rating
'EM' cold weather emergency battery system ambient operating temperature is-20°C to +60°C (-4°F to 140°F). 'EM2' warm weather emergency battery system ambient operating temperature is 0°C to +60°C (32°F to 140°F).

Listings/Ratings/Labels
Emergency LED driver and batteries are UL recognized and CSA certified. Emergency illumination time exceeds the National Electrical Code (NEC), Life Safety Code (NFPA-LSC), National Building Code of Canada (NBC), National Fire Code of Canada (NFC) and UL 90-minute requirements.

Warranty
3-year limited warranty on Emergency Battery System.

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STAFF REPORT
Boathouse - Lease Agreement

Attached is the lease agreement to allow the Historical Society to rent the marina boathouse and use it as a waterfront museum. The Development Agreement authorizing the boathouse conversion was approved this past summer.

BOATHOUSE LEASE AGREEMENT

This **BOATHOUSE LEASE AGREEMENT** (“Lease”) made this 16th day of December 2025, by and between the VILLAGE OF SISTER BAY (the "Landowner"), and the SISTER BAY HISTORICAL SOCIETY, INC. (the "Lessee"), collectively known as the “Parties”.

Landowner grants a lease to Lessee for a thirty (30) year term, beginning on January 1, 2026, and ending on December 31, 2055, for the right to remodel the Village of Sister Bay Marina Boathouse and operate it as a waterfront museum located on the real estate known as Tax Parcel No. 181-00-05312841N1, at Fire Number 10697 North Bay Shore Drive (the “Premises”).

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

SECTION 1. PAYMENT

In consideration of the use of the Premises to remodel and maintain a waterfront museum thereon, the Landowner shall charge the Lessee an annual sum of $1, payable within ten (10) days of signing this Lease and annually by the first of the year thereafter. To ensure the Sister Bay Marina does not lose revenue historically relied upon by the leasing of the premises, the Landowner agrees to annually adopt a resolution setting a limit on the Marina’s Payment in Lieu of Taxes (PILOT) due the Landowner per the following schedule and payment: Until December 31, 2035, the annual contribution due shall be the actual calculated annual payment in lieu of taxes (PILOT), but not exceed $50,000 annually; effective January 1, 2036, annually thereafter through December 31, 2055, the annual payment shall be $40,000 plus the annual Consumer Price Index (CPI) adjustment.

SECTION 2. RIGHT TO RENEW

This Lease shall automatically renew for a subsequent ten (10) year period so long as Lessee is in good standing hereunder, and there is no change in the PILOT limit in Section 1 above, unless either party gives notice to the other of their intent to not renew at least nine (9) months prior to the end of the current term. In the event such notice is given by Landowner, and Lessee desires to nevertheless continue with this Lease, the Parties agree to engage in good faith negotiations to address the Landowner’s concerns. Any renewal will be on the same terms and conditions as set forth herein, excepting the Parties recognize there may be a change in the PILOT limit in Section 1 above, unless otherwise agreed in writing.

SECTION 3. SURRENDER AND TERMINATION

Lessee agrees that at the expiration of this Lease or any extension thereof, Lessee will surrender peaceful possession of the described Premises to the Landowner. Landowner reserves the right to early termination of this Lease upon twelve (12) months’ notice to Lessee in the event Lessee fails to remodel the boathouse within twenty-four (24) months of this Lease, or, operate the

waterfront museum approved by the Development Agreement dated June 17, 2025, at any time during the period June through September immediately preceding the notice of termination. Lessee or Landowner may otherwise terminate this Lease by providing no less than twenty-four (24) months advance notice of termination.

SECTION 4. TAXES AND ASSESSMENTS

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

SECTION 5. CARE OF BOATHOUSE

Lessee agrees, at all times during the term of this Lease, to abide by the Operational Agreement dated December 16, 2025, and the Development Agreement dated June 17, 2025. Failure to enter into such Agreements or the termination of such Agreements shall render this Lease void.

SECTION 6. INSURANCE

The Lessee agrees, both generally and specifically with respect to the leasing of said Premises, and services to be provided herein, that it will procure and maintain insurance against such risks in such amounts as are customarily insured for such properties and services. The minimum coverage shall be a minimum of three hundred thousand dollars ($300,000) for the premises and one million dollars ($1,000,000) per person with a maximum of two million dollars ($2,000,000) aggregate. Such insurance shall be obtained by purchasing and maintaining in place during and for such time as it has an obligation to the Landowner under this Lease a policy or policies of insurance issued by licensed and reputable insurance companies authorized and qualified to underwrite such risks. The insurance binder shall be provided to the Village Clerk no later than November 1 of each year. The Lessee shall further require all contractors, or others with whom it may partner in connection with the renovation of the boathouse or operation of the museum provided hereunder, or any event organizer, to have and maintain general liability and worker's compensation insurance coverage consistent with the nature and extent of such third party’s interest and involvement in any project or event arising under this Lease. The Lessee shall name the Village of Sister Bay as an "additionally insured". In turn, the Landowner will procure and maintain its own insurance against such risks, in such amounts as are customarily insured for such properties and services.

SECTION 7. DEFAULT

In the event Lessee fails, refuses, or neglects to keep or perform any of the terms and conditions of this Lease agreed to be kept and performed by the Lessee, or the terms of the Operational Agreement between Landowner and Lessee dated December 16, 2025, and the Development Agreement dated June 17, 2025, then Landowner, at its option, may take possession of the demised Premises and terminate and cancel any rights that the Lessee may have under this Lease. Said Lease may not be terminated, however, without prior written notice to the Lessee indicating the default of the Lessee and allowing the Lessee a reasonable period of time but not to exceed sixty (60) days to cure such default.

SECTION 8. ACCESS TO PREMISES

Landowner, Lessee, and their contractors, and visitors of the waterfront museum, shall be entitled to access the Premises from the public roadways, adjacent Park and Marina lands, and across the Premises. Any damage caused to adjoining property used for ingress and egress attributable to Lessee's acts or omissions shall be repaired by the Lessee at the Lessee's expense.

SECTION 9. ENTIRE LEASE AGREEMENT

This Lease contains the entire Lease Agreement between the Parties with respect to the transactions contemplated by this Lease and matters related thereto and does hereby supersede and render null and void and of no further force or effect any and all prior Leases, drafts of Leases or Agreements, and understandings between the Parties, excepting therefrom the Operational Agreement dated December 16, 2025, and, the Development Agreement dated June 17, 2025.

SECTION 10. MODIFICATION OF LEASE AGREEMENT

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

SECTION 11. NO WAIVER

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

SECTION 12. BINDING EFFECT

This Lease shall be binding upon the Parties hereto, their heirs, executors, administrators, and assigns.

SECTION 13. MEDIATION

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

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

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

Landowner: The Village of Sister Bay

By: _____
Nate Bell, Village President

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

State of Wisconsin }
County of Door }

_____
Notary Public:
My commission expires:

Lessee: Sister Bay Historical Society, Inc.

By: _____
John Lijewski, President

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

State of Wisconsin }
County of Door }

_____
Notary Public:
My commission expires:

SISTER BAY HISTORICAL SOCIETY
Door County Wisconsin

November 7,2025

Julie Schmelzer

Sister Bay Village Administrator

2383 Maple Drive

Sister Bay, Wisconsin 54234

Dear Julie,

Attached you will find the following signed original agreements for the Waterfront Museum & Marina Club.

1. Boathouse Agreement dated November 6th 2025 (notarized Nov. 7th 2025)
2. Operational Agreement dated 2025 (notarized Nov. 7th 2025)
3. Development Agreement dated June 17th 2025 (notarized Nov. 7th ,2025)

These agreements have been reviewed by our attorney and approved for my signature by the Sister Bay Historical Society Board of Directors at our Board meeting on November 6th 2025 and documented in the meeting notes of that meeting.

The Sister Bay Historical Society is excited to be a part of this very important project for the Village of Sister Bay. Thank you for your help so far.

We look forward to continued collaboration as we move into the next stages of development. Please let us know if you require any additional documentation or have questions regarding these agreements.

John Lijewski

President Sister Bay Historical Society

RECEIVED
NOV 0 7 2025
BY:.....

BOATHOUSE LEASE AGREEMENT

This AGREEMENT is made this 6th day of November 2025, by and between the VILLAGE OF SISTER BAY (the "Village"), and the SISTER BAY HISTORICAL SOCIETY, INC. (the "SBHS").

WHEREAS, the Village and SBHS have agreed to enter into and be bound by agreements (Collectively the "Waterfront Museum Agreements") that will enable SBHS to operate and provide the public a waterfront museum in a property owned by the Village (the "Boathouse Property"); and

WHEREAS, the Waterfront Museum Agreements include this Lease Agreement, an Operational Agreement and a Developers Agreement; and

NOW THEREFORE, in consideration of the terms and conditions set forth herein and in the Waterfront Museum Agreements; the Parties agree as follows.

SECTION 1. GRANT OF LEASE

The Village grants a lease to SBHS for a twenty (20) year term, beginning on November 1, 2025, and ending on October 31, 2045. It is explicitly agreed that SBHS shall have the right to remodel the Village of Sister Bay Marina Boathouse and to operate it as a waterfront museum located on the real estate known as Tax Parcel No. 181-00-05312841N1, at Fire Number 10697 North Bay Shore Drive (the "Property").

SECTION 2. PAYMENT

In consideration of the use of the Property to reconstruct and maintain a waterfront museum thereon, the Village shall charge SBHS an annual sum of $1.00, payable within ten (10) days of signing this Agreement and annually by the first of the year thereafter. To ensure the Sister Bay Marina does not lose revenue historically relied upon by the leasing of the boathouse, the Village agrees to annually adopt a resolution setting a limit on the Marina Payment in Lieu of Taxes (PILOT) due the Village at $50,000. Regardless of the value of the Marina property(ies), and PILOT due, the Village agrees to never increase the PILOT due in excess of the $50,000 limit herein, for the term of this Agreement.

SECTION 3. RIGHT TO RENEW

This Agreement shall automatically renew at the end of its initial twenty (20) year term for a subsequent ten (10) year period so long as SBHS is in good standing hereunder, unless either party gives notice to the other of their intent to not renew at least twelve (12) months prior to the end of the current term. In the event such notice is given by Village, and SBHS desires to nevertheless continue with the Agreement, the parties agree to engage in good faith negotiations to address the Village's concerns. Any renewal will be on the same terms and conditions as set forth herein, unless otherwise agreed in writing.

SECTION 4. SURRENDER AND TERMINATION

SBHS agrees that at the expiration of this Agreement or any extension thereof, SBHS will surrender peaceful possession of the described property to the Village.

(a) Village reserves the right to early termination of this Agreement but only in the event SBHS fails to remodel the boathouse within twenty-four (24) months of this Agreement, or, operate the waterfront museum approved by Development Agreement on June 17, 2025, at any time during the period May through September immediately preceding the notice of termination Provided however the Village may only terminate this Agreement under this Section upon written notice to SBHS detailing the default of SBHS under this Section, describing the steps required by the Village to cure the alleged default and allowing SBHS a reasonable period of time but not to exceed six (6) months to cure such default.

(b) Village further reserve the right to early termination of this Agreement In the event SBHS materially fails, refuses, or neglects to keep or perform any of the terms and conditions of this Agreement agreed to be kept and performed by the SBHS, or the terms of the Operational Agreement between Village and SBHS, then Village may terminate and cancel any rights that the SBHS may have under this Agreement. Said Agreement may not be terminated, however, without prior written notice to SBHS detailing the default of SBHS, describing the steps required by the Village to cure the alleged material default and allowing SBHS a reasonable period of time but not to exceed six (6) months to cure such default.

SECTION 5. TAXES AND ASSESSMENTS

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

SECTION 6. CARE OF BOATHOUSE

SBHS agrees, at all times during the term of this Agreement, to abide by an Operational Agreement to be mutually agreed upon and entered into by, 2025. Failure to enter into such an agreement or the termination of such agreement shall render this Lease void.

SECTION 76. INSURANCE

SBHS shall procure and maintain insurance during the term of this Agreement as follows: Public liability insurance naming the Village as an additional insured and property damage insurance, with a responsible insurance company, with limits of not less than $500,000.00 for injury to one person, $1,000,000.00 for injury to two or more persons in one occurrence, and $50,000.00 for damage to property.

Such insurance (I) shall cover all risks arising directly or indirectly out of SBHS's activities on the Property or any condition of the Property related to an occurrence caused or contributed to by SBHS's negligence; (II) shall indemnify the Village against the claims of SBHS on account of the obligations assumed by the SBHS in this Agreement; and (III) shall indemnify SBHS and the Village against claims of third persons for injury, death or property damage.

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

Certificates evidencing such insurance shall be furnished to Village on an annual basis by January 1 each year. In the event that the SBHS's insurance policy is cancelled, the Village will be given notice within ten (10) days.

SECTION 8. ACCESS TO PROPERTY

SBHS, and their contractors, and visitors of the waterfront museum, shall be entitled to access the Property from the public roadways and across the Property. Any damage caused to adjoining property used for ingress and egress attributable to SBHS's acts or omissions shall be repaired by the SBHS at SBHS's expense.

SECTION 9. ENTIRE AGREEMENT

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

SECTION 10. MODIFICATION OF AGREEMENT

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

SECTION 11. NO WAIVER

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

SECTION 12. BINDING EFFECT

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

SECTION 13. MEDIATION

In the event of any claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof and, if agreement cannot be reached by the parties the parties shall first participate in non-binding mediation by a mediator mutually agreed to by the parties, or if they are unable to agree to a mediator, with a mediator selected in accordance with a conflict resolution service. The

parties agree to use their best efforts to resolve any claim or dispute by conflict resolution rather than by formal arbitration proceedings.

Notwithstanding anything to the contrary herein, the Village, upon breach of this Agreement by SBHS, may exercise their rights of re-entry and/or repossession of the Property as described in Section 4 of this Agreement along with any other equitable or legal remedies available to them.

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

Village: The Village of Sister Bay

By: _____
Nate Bell, Village President

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

State of Wisconsin }
County of Door }

_____
Notary Public:
My commission expires:

SBHS: Sister Bay Historical Society, Inc.

By: _____
John Lijewski, President

Personally came before me this 7th day of NOVEMBER 2025, the above-named John LIJEWSKI, to me known to be the person who executed the foregoing instrument and have acknowledged the same.

State of Wisconsin }
County of Door }

DEBRA J. ANDERSON NOTARY PUBLIC STATE OF WISCONSIN

Notary Public: DEBRA J ANDERSON
My commission expires: 8·6·2026

STAFF REPORT
Boathouse – Operational Agreement

Attached is the operational agreement to allow the Historical Society to operate a waterfront museum out of the marina boathouse. The Development Agreement authorizing the boathouse conversion was approved this past summer.

AGREEMENT BETWEEN THE VILLAGE OF SISTER BAY & THE SISTER BAY HISTORICAL SOCIETY, INC.

This **OPERATIONAL AGREEMENT** ("Agreement") is made and entered into this 16th day of December 2025, by and between the VILLAGE OF SISTER BAY, a public body corporate and politic, duly created under the laws of the State of Wisconsin (the "Village"), and the SISTER BAY HISTORICAL SOCIETY, INC. (the "Operator"), together known as the "Parties".

RECITALS

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

WHEREAS, the Operator, among other things, is to provide the public a renovated boathouse to be used as a waterfront museum on land it leases from the Village and provide oversight of the daily operations thereof; and,

WHEREAS, the Village is willing to lease the property in exchange for the Operator renovating the boathouse and managing the operation of a waterfront museum therefrom, its staff and/or volunteers, and daily operations.

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

ARTICLE I: TERM, TERMINATION AND SURRENDER

Section 1.1 - Term: The term of this Agreement shall be for a period commencing as of January 1, 2026, and ending December 31, 2055.

Section 1.2 - Renewal: This Agreement shall automatically renew for a subsequent ten (10) year period and may be subsequently renewed upon the mutual agreement of the Parties hereto.

Section 1.3 - Termination: The Village reserves the right to early termination of this Agreement upon twelve (12) months' notice to the Operator in the event the Operator fails to remodel the boathouse within twenty-four (24) months of this Agreement, or, operate the waterfront museum approved by the Development Agreement dated June 17, 2025, at any time during the period June through September immediately preceding the notice of termination. Lessee or Landowner may otherwise terminate this Lease by providing no less than twenty four (24) months advance notice of termination.

Section 1.4 - Surrender: Lessee agrees that at the expiration of this Lease or any extension

thereof, Lessee will surrender peaceful possession of the described Premises to the Landowner.

ARTICLE II: OPERATIONAL ACTIVITIES

Section 2.1 – Village Responsibilities. In exchange for Operator managing the renovation of the boathouse and operation of a waterfront museum, the Village agrees to:

a. Mow the lawn on the Property leased via the lease entered into dated December 16, 2025; this does not include weed eating or maintaining landscaped beds.
b. Plow and clear snow and ice in the parking lot immediately east of the boathouse.
c. Village to insure the boathouse as part of its annual insured portfolio.

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

a. To pay all sewer, water, electric, and internet charges. If additional meters are required, the cost shall be bore by the Operator. If the Village has the opportunity to provide no cost internet to the boathouse, the Operator will not be expected to provide internet.
b. Ensure the restroom is available to waterfront museum visitors during museum operating hours, and maintain such restroom in a clean and operational manner.
c. Maintain landscaping adjacent to the boathouse and any landscaping added after the signing of this Agreement.
d. Provide insect control.
e. Daily cleaning and general maintenance of the boathouse, including but not limited to cleaning the glass.
f. Collect refuse and recycling generated from the renovation and daily activities and not dispose of refuse or recycling on village property.
g. The second floor of the boathouse is to remain open to the public, and for scheduled use by the Historical Society and/or Marina Committee, provided the Marina Committee coordinates the meeting schedule with the Historical Society; has provided adequate notice to the Historical Society of the meeting; and the meeting is not scheduled during the museum's hours of operation. Should the boathouse be used by the Marina Committee, the committee shall schedule around operating hours, and be responsible for securing the building after use, and maintaining it in a clean and sanitary manner.
h. Market the museum to guarantee the boathouse remains a public asset to the community.
i. Ensure the museum is adequately staffed to ensure the museum is made available to the public from Memorial Day through Labor Day, at least four days a week.
j. Operator agrees to apply for and pay for any required Department of Natural Resources permits; state Plan Review or Building Permits; Village connection fees, if applicable; and sign permits.
k. Operator agrees to abide by all laws and regulations during the renovation of the boathouse and operation of the waterfront museum.
l. Operator to maintain full coverage insurance and list Village as an additional

insured. [See section 3.1 for insurance information.]

m. Operator responsible for all expenses not otherwise listed above; said expenses may be negotiated with the Village if expenses are unknown at time of signing of this Agreement.

ARTICLE III: INSURANCE AND INDEMNIFICATION

Section 3.1 - **Insurance:** The Operator agrees, both generally and specifically with respect to the services to be provided herein, that it will procure and maintain insurance against such risks in such amounts as are customarily insured for such services. The minimum coverage shall be one million dollars ($1,000,000) per person with a maximum of two million dollars ($2,000,000) aggregate. Such insurance shall be obtained by purchasing and maintaining in place during and for such time as it has an obligation to the Village under this Agreement a policy or policies of insurance issued by licensed and reputable insurance companies authorized and qualified to underwrite such risks. The insurance binder shall be provided to the Village Clerk no later than November 1 of each year. The Operator shall further require all contractors, or others with whom it may partner in connection with the renovation of the boathouse or operation of the museum provided hereunder, to have and maintain general liability and worker's compensation insurance coverage consistent with the nature and extent of such third party's interest and involvement in any project or event arising under this Agreement. The Operator shall name the Village of Sister Bay as an "additionally insured". In turn, the Village will procure and maintain its own insurance against such risks, in such amounts as are customarily insured for such services.

ARTICLE IV: MISCELLANEOUS PROVISONS

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

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

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

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

IF TO THE VILLAGE:	VILLAGE OF SISTER BAY P.O. Box 769 2383 Maple Drive Sister Bay, WI 54234
IF TO THE OPERATOR:	SISTER BAY HISTORICAL SOCIETY, INC c/o John Lijewski, PRESIDENT PO Box 34 Sister Bay, WI 54234

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

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

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

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

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

Section 6.10 - Entire Agreement: This Agreement contains the entire Agreement between the Parties with respect to the transactions contemplated by this Agreement and matters related thereto and does hereby supersede and render null and void and of no further force or effect any and all prior Operational Agreements, drafts of Agreements or Leases, and understandings between the Parties, excepting therefrom the Lease Agreement dated December 16, 2025, and, the Development Agreement dated June 17, 2025.

[Signature page to follow.]

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

Landowner: The Village of Sister Bay

By: _____
Nate Bell, Village President

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

State of Wisconsin }
County of Door }

_____
Notary Public:
My commission expires:

Operator: Sister Bay Historical Society, Inc.

By: _____
John Lijewski, President

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

State of Wisconsin }
County of Door }

_____
Notary Public:
My commission expires:

AGREEMENT BETWEEN THE VILLAGE OF SISTER BAY & THE SISTER BAY HISTORICAL SOCIETY, INC.

THIS OPERATIONAL AGREEMENT ("Agreement") is made and entered into by and between the VILLAGE OF SISTER BAY, a public body corporate and politic, duly created under the laws of the State of Wisconsin (the "Village"), and the SISTER BAY HISTORICAL SOCIETY, INC. (the "Operator").

RECITALS

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

WHEREAS, the Operator, among other things, is to provide the public a renovated boathouse to be used as a waterfront museum on land it leases from the Village and provide oversight of the daily operations thereof; and,

WHEREAS, the Village is willing to lease the property in exchange for the Operator renovating the boathouse and managing the operation of a waterfront museum therefrom, its staff and/or volunteers, and daily operations; all pursuant to a written Lease (the "Lease Agreement")..

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

ARTICLE I: TERM AND TERMINATION

Section 1.1-Term: The term of this Agreement shall be for a period commencing as of November 1, 2025 and ending October 31, 2045 provided that the Lease Agreement is in effect.

Section 1.2 - Renewal: This Agreement shall automatically renew upon the renewal or extension of the term of the Lease by and between the Parties

Section 1.3 - Termination: In the event that the Lease Agreement by and between the parties is terminated, then this Agreement shall likewise be terminated.

ARTICLE II: OPERATIONAL ACTIVITIES

Section 2.1 – Village Responsibilities. In exchange for Operator managing the renovation of the boathouse and operation of a waterfront museum, the Village agrees to:

a. Mow the lawn on the Property leased to the Operator ; this does not include weed eating or maintaining landscaped beds.
b. Plow and clear snow and ice in the parking lot immediately east of the boathouse.
c. Village to insure the boathouse as part of its annual insured portfolio.

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

a. Pay all sewer, water, electric, and internet charges. If additional meters are required, the cost shall be borne by the Operator. If the Village has the opportunity to provide no cost internet to the boathouse, the Operator will not be expected to provide internet.

b. Ensure the restroom is available to waterfront museum visitors during museum operating hours, and maintain such restroom in a clean and operational manner.
c. Maintain landscaping adjacent to the boathouse and any landscaping added after the signing of this Agreement.
d. Provide insect control.
e. Provide daily cleaning, as needed during museum operation and general maintenance of the boathouse, including but not limited to cleaning the glass.
f. Collect refuse and recycling generated from the renovation and daily activities, and not dispose of refuse or recycling on village property.
g. The second floor of the boathouse is to remain open to the public during museum operation.
h. Market the museum to assure the boathouse remains a public asset to the community.
i. Ensure the museum is adequately staffed to ensure the museum is made available to the public from Memorial Day through Labor Day, at least four days a week.
j. Operator agrees to apply for and pay for any required Department of Natural Resources permits; state Plan Review or Building Permits; Village connection fees, if applicable; and sign permits.
k. Operator agrees to abide by all laws and regulations during the renovation of the boathouse and operation of the waterfront museum.
l. Operator responsible for all expenses not otherwise listed above; said expenses may be negotiated with the Village if expenses are unknown at time of signing of this Agreement.

ARTICLE III: INSURANCE AND INDEMNIFICATION

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

ARTICLE IV: MISCELLANEOUS PROVISONS

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

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

Wisconsin.

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

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

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

IF TO THE OPERATOR:
SISTER BAY HISTORICAL SOCIETY, INC
c/o John Lijewski, PRESIDENT
PO Box 34
Sister Bay, WI 54234

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

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

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

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

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

Section 6.10 - Entire Agreement: This Agreement contains the entire agreement between the parties with respect to the transactions contemplated by this Agreement and matters related thereto and does hereby supersede and render null and void and of no further force or effect any and all prior Operational Agreements, drafts of Agreements, and understandings between the parties, excepting therefrom the Land Lease dated July 15, 2025.

[Signature page to follow]

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

Landowner: The Village of Sister Bay

By: _____
Nate Bell, Village President

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

State of Wisconsin }
County of Door }

_____
Notary Public:
My commission expires:

Operator: Sister Bay Historical Society, Inc.

By: John Lijewski
John Lijewski, President

Personally came before me this 7th day of NOVEMBER 2025, the above-named John LIJEWSKI, to me known to be the person who executed the foregoing instrument and have acknowledged the same.

State of Wisconsin }
County of Door }

DEBRA J. ANDERSON NOTARY PUBLIC STATE OF WISCONSIN

Notary Public: DEBRA ANDERSON
My commission expires: 8-6-2026

DEVELOPMENT AGREEMENT
FOR VILLAGE OF SISTER BAY PARCEL NO. 181-00-05312841N1
Sister Bay Historical Society, Waterfront Museum, to be located at
10697 North Bay Shore Drive
(Property Owner: Village of Sister Bay, c/o Marina Committee)

THIS AGREEMENT made this 17th day of June, 2025, between the Sister Bay Historical Society ("the Developer") and the Village of Sister Bay in the County of Door and the State of Wisconsin ("the Village").

WHEREAS, the Developer will be the lessee of Village of Sister Bay Parcel Nos. 181-00-05312841N1, located at 10697 North Bay Shore Drive ("the Property"); and,

WHEREAS, the Developer plans to renovate an existing boathouse and use the structure as a waterfront museum on the site ("the Development"); and,

WHEREAS, the Property is presently zoned B-3 (Downtown Business), and the previously mentioned Development is allowed in that District as an accessory use to a marina; and,

WHEREAS, this Agreement is required in order to implement the Village's Zoning Ordinance; and,

WHEREAS, the Developer agrees to develop the Property as herein described in accord with this Agreement, the conditions established by the Village Plan Commission and Village Board, the conditions of certain agencies and individuals in the County, all Village Ordinances, and all laws and regulations governing said Development; and,

WHEREAS, the parties mutually desire to establish fair and reasonable terms, conditions and requirements established by the Village for development/change of use of the Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

SECTION 1. VILLAGE APPROVALS:

1. The Developer agrees to renovate the existing boathouse and change the use of said structure to a waterfront museum, 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(s), 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 **June 17, 2027**, this Development Agreement shall be void.
    a) The building elevation drawings, and floor plans, as approved at the May 27, 2025, meeting of the Plan Commission and approved at the June 17, 2025, meeting of the Village Board.
    b) The parking lot shall be re-striped to accommodate a sidewalk parallel to the bay, and provision for three parking stalls. A regular zoning permit is required for the parking lot. Said lot shall be surfaced with asphalt or concrete.
    c) No exterior lighting shall be installed prior to receiving approval of the Village Plan Commission Chair and the Village Administrator.
    d) No construction is to occur between Memorial Day and the Monday following Fall Fest.
    e) No approvals have been given for a sign. All signs must comply with Chapter 66 of the Municipal Code and require separate approvals.
    f) Refuse is to be removed by employees or volunteers of the Historical Society and disposed of off-site. Except for refuse and recycling containers maintained by the village, no exterior refuse containers or dumpsters shall be allowed on the Property.
    g) The Developer is responsible for securing state plan approval and building permits; paying utility connection impact fees, if any; and securing any necessary approvals from the Wisconsin Department of Natural Resources.
    h) Events, if any, require the authorization of the Marina Committee and the Parks, Property & Streets Committee. Developer is to check with the committees prior to planning any events.

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 established non-profit organization, 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 organization 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, or is projected to, 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.

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

SECTION 3. PROJECT PHASING:

1. The Developer acknowledges that the Regular Zoning Permit authorizing construction and the actual change of use are only valid for the period specified elsewhere in this Agreement (**June 17, 2027**).

2. The Developer acknowledges that the time period for a Building Permit is under the control of the Building Inspector.

3. The Developer acknowledges that the total Development will be completed by **June 17, 2027.**

SECTION 4. OCCUPANCY PERMITS:

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

a) The terms of Sections 1, 2 and 3 of this Agreement have been satisfied. Notwithstanding the foregoing, the Village will grant and issue a Certificate of Compliance for the Development when completed. A Certificate of Compliance verifying compliance with this Development Agreement cannot be issued until the Developer has demonstrated compliance with this Agreement and the Zoning Code.

b) The Developer has paid all required permit fees, impact fees, and connection fees in full as required and in effect at the time of this Agreement.

c) The Developer is not in material default on any aspect of this Agreement.

d) As a condition for issuance of Occupancy Permits all aspects of the Development must be in compliance with any and all applicable Fire and Building Codes, as well as all applicable Codes and regulations, including "as-builts".

A. 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 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. 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.

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.

B. WATER MAIN AND SANITARY SEWER MAIN SYSTEM:

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

C. 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.

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

SECTION 5. 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. Per the Developer, the propane tank will be buried. The tank and line locations must also be registered with Door County officials.

4. Per the approved plans, a dumpster(s) will be necessary for the Development. 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. The location is as approved by the Plan Commission on October 22, 2024. A separate Zoning Permit is required for the fence.

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 6. 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 7. 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 8. 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 9. 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 10. 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.

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 11. 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.

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

Sister Bay Historical Society
Attn. John Lijewski, President
P.O. Box 34
Sister Bay, WI 54234

SECTION 12. 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 13. 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 14. INSURANCE:

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 with 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.

SECTION 15. 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 16. 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 15. 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 16. 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 17. 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 18. PARTIES BOUND:

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

SECTION 19. AMENDMENTS:

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

SECTION 20. DURATION:

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

[Signature page to follow]

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

DEVELOPER
Sister Bay Historical Society
By: _____
Attn. John Lijewski, President

STATE OF WISCONSIN)
) ss:
COUNTY OF DOOR)

Personally came before me this 7th day of NOVEMBER, 2025 the above named JOHN LIJEWSKI, on behalf of Sister Bay Historical Society, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of WI
My commission expires: 8-6-2026

DEBRA J. ANDERSON NOTARY PUBLIC STATE OF WISCONSIN

VILLAGE OF SISTER BAY
By: _____
Nate Bell
Village President

STATE OF WISCONSIN)
) ss:
COUNTY OF DOOR)

Personally came before me this 17th day of June, 2025, the above named NATE BELL, Village President, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be the Village President of said municipal corporation, who acknowledged the 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 17th day of June, 2025.

_____
Notary Public, State of WI
My commission expires: 6/9/2025

Approved As To Form:

_____
Randall J Nesbitt
Village Attorney

EXHIBIT A
PROPERTY DESCRIPTION

Village of Sister Bay Tax Parcel No. 181-00-05312841N1
Property Address: 10697 North Bay Shore Drive

Legal Description:

Part of Government Lot Three (3), Section Five (5), Township Thirty-one (31) North, Range Twenty-eight (28) East, in the Village of Sister Bay, Door County, Wisconsin, described as follows:
Commencing at the Southeast corner of Section 5, Township 31 North, Range 28 East; thence North 57 deg. 05 min. 22 sec. West, 2706.45 feet to the centerline of STH 42 and the point of beginning; thence North 57 deg. 16 min. 11 sec. West, 26.78 feet to a ¾ inch rod; thence continue North 57 deg. 16 min. 11 sec. West, 165.71 feet to a found 1 inch iron pipe being South 57 deg. 16 min. 11 sec. East, 41 feet more or less from the high water mark of Sister Bay and the beginning of a meander line; thence North 65 deg. 45 min. 35 sec. East along said meander line, 59.64 feet to a point being South 57 deg. 16 min. 11 sec. East, 32 feet more or less from the high water mark of Sister Bay and the end of said meander line; thence South 57 deg. 16 min. 11 sec. East, 18.82 feet; thence South 34 deg. 51 min. 59 sec. West, 1.68 feet; thence South 57 deg. 16 min. 11 sec. East, 26.70 feet; thence North 34 deg. 51 min. 59 sec. East, 1.68 feet; thence South 57 deg. 16 min. 11 sec. East, 113.74 feet to the centerline of STH 42; thence South 31 deg. 45 min. 31 sec. West along said centerline, 50.01 feet to the point of beginning.

EXHIBIT B
VILLAGE OF SISTER BAY DEVELOPMENT STANDARDS

1. INTRODUCTION

The detailed standards for the design and construction of all improvements, as applicable, 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.

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.

7. **STREETS (IF APPLICABLE)**

a) Required Improvements: A 22-foot paved asphalt pavement. The pavement section shall be comprised of an 8" crushed stone base, pavement edge drains, 1½" asphalt binder course and a 1½" layer of asphalt surface course.

b) Plans and Specifications:

1. Street plans, including plan and profile view, road cross-section and specifications.

2. Pavement design calculations.

3. Proposed established street grade drawing.

c) The initial binder course shall be installed prior to approval of the first Occupancy Permit, and the final surface course shall be installed at such time as homes representing 90% of the units are issued Occupancy Permits, or as directed by the Village. Surface course shall be laid no later than one year after 90% occupancy.

d) Clean-up, repairs, and restoration of all pavement, sub grade, shoulder, or curb and gutter defects shall be performed prior to the placement of the final asphalt surface course.

e) If directed by the Village Engineer, soil borings shall be taken within the roadway at sufficient intervals to determine sub-base composition. If material is determined unsuitable for a stable road base, the material shall be removed and replaced with material approved by the Village Engineer.

f) The Developer shall repair all damage to Village streets caused by construction operations.

g) Developer shall arrange for installation of approved street signs.

h) Provide Class III barricades at all dead-end streets.

8. **MISCELLANEOUS**

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

The Developer:

a) Will be responsible for preserving existing trees, brush, or shrubs, not approved for removal. If unauthorized removal occurs, landscaping will be replaced at the Developer's expense.

b) Shall acquire all required underground utility easements. All sanitary, drainage, and other public utility easements must be shown on the Certified Survey Map or Plat for the property which is the subject of this Development Agreement, if a new Certified Survey Map or Plat is proposed. If required easements are omitted, or errors are detected on the Plat, the Developer shall make all necessary modifications to the plat at his expense.

c) Must see that all electric, telephone and cable television service lines are installed underground.

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:

Megan Barnes — 06-18-25

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

IV. APPLICABLE TO ARCHITECTS, CONSULTING, ENGINEERS, GENERAL CONTRACTORS & DESIGN/BUILD CONTRACTORS

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

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

THE STRUCTURAL SHOP LTD CONSULTING ENGINEERS
9601 RIVER STREET
SCHILLER PARK, ILLINOIS 60176
(847) 349 1099 PHONE
(847) 349 1098 FAX
mail@thestructuralshop.com

September 24, 2025

Mr. David W. Lienau
Sister Bay Marina
10733 Bay Shore Drive
Sister Bay, WI
c/o Mr. Patrick Thompson
MDT Architecture
4629 N. Broadway
Chicago, IL 60640

Re: Proposal for Structural Engineering Design Services
Sister Bay Marina
10733 Bay Shore Drive
Sister Bay, Wisconsin

Mr. David Linau:

The Structural Shop Ltd. is pleased to submit a proposal to you for professional services relative to the referenced project.

I. DESCRIPTION OF PROJECT

The project consists of a new slab on grade 2- story marina building. Our services will be based upon the following criteria and assumptions.

1. The roof structure will consist of clear span open web wood trusses. Additional beams will be provided as needed to support the trusses. Interior beams and bearing walls will be utilized if necessary.
2. 2nd floor framing will consist of open web wood trusses. If an additional fire separation between the commercial and residential units are required structural steel joists or beams with metal decking and concrete can be provided. Alternatively cold formed steel trusses can be used. Interior beams (wood or steel) and bearing walls will be utilized if necessary. Interior beams will be utilized to support the cantilevered 2nd floor areas. Dimensional lumber or trusses will be used at the exterior terrace.
3. The lateral wind force resisting system will consist of engineered wood shear walls and/or steel moment frames.
4. Foundations are to be designed using standard concrete foundation walls upon concentric concrete footings. The footings are bear on good soils with a minimum allowable soil bearing pressure of 1500psf. A geotechnical report should be provided prior to our design. Deep foundations and mat foundations are not included in this proposal and would be considered an additional service. This includes helical piers, piles, caisson's, etc.
5. Any retaining walls, landscape walls etc will be considered an additional service.
6. Shop drawing review of trusses, I-joists, steel, concrete mix, and rebar are included in this fee.

7. Zero (0) site/office visits are included and will be considered an additional service.

II. SCOPE OF SERVICES

We propose to provide structural engineering services to design and draw the framing system. Specifically, we will provide the following:

A. Review all available information for the project to include any available drawings, reports, soils reports, field reports, and any other evaluations or assessments.

B. Coordinate with soil boring information for foundation design.

C. Perform up to zero (0) site visit.

D. Prepare a preliminary structural layout with framing locations and framing depths for review. Make recommendations to simplify difficult structural modifications required by the proposed layout. The preliminary layout will include noting bearing wall and column locations. The preliminary layout must be approved by the Client and the Architect prior to TSS proceeding with the design.

Upon acceptance of the preliminary layout, TSS will proceed with completing a 75% approval set of drawings.

E. Prepare a 75% approval set of drawings for review and approval by the Client and the Architect. This set of mark ups will include all framing sizes and locations, including bearing locations (bearing walls, columns, etc.). This set will also include preliminary details of special framing conditions in order to show member sizes and orientations. These details will be schematic in nature and will not reflect final connection designs. This set will include a preliminary foundation plan which shows the first floor framing. Foundation steps and ledges will not be included in the 75% set.

The 75% approval set must be approved by the Client and the Architect prior to TSS proceeding with the design. After approval of the 75% set, any substantial changes to the architectural drawings will require additional services. Substantial changes include, but are not limited to, changes requiring updated background drawings, relocation of structural framing including columns and bearing walls, addition of structural framing, or redesign of connections. Some such changes are the relocation of interior partition walls, doors, and windows that require modifications to the framing.

Upon acceptance of the 75% set, TSS will proceed with completing the final set.

F. Prepare a signed and sealed permit set of drawings for permit submittal. This set will be autocad drafted and include all member sizes, details, and general notes. All revisions to the architectural drawings after a permit has been issued will require additional services.

G. The foundation plan will be finalized after architect has coordinated all elevations. Elevations provided by the architect used to produce the foundation plan and details will be deemed correct. If revisions are requested to any of the elevations that result in a change in the

foundation wall design, additional services will apply to revise the drawings.

H. The foundations are assumed to be continuous and concentric or isolated spread footings bearing upon good soil with a minimum bearing capacity of 1500 pounds per square foot. The new underpin foundations will be designed according to the information provided by a licensed geo-technical engineer in the State of Illinois.

Deep foundations or mat foundations are out of the scope of this proposal. If they are required by the geotechnical engineering report, a separate design proposal for additional services will be required.

I. Provide details as necessary for all structural materials utilized in the project; concrete, masonry, wood, and steel.

J. Drawings will be produced in AutoCAD format. Drawings of the foundation plan, and framing plans, details, general notes, and schedules on our title block will be available electronically in dwf, plt, and pdf formats for the purposes of printing construction sets for bidders and construction. Drawings for building permit will be signed and sealed.

K. Provide all structural permit corrections if necessary.

III. CLIENT RESPONSIBILITY

Our contract will be with Mr. David Lienau-Sister Bay Marina (the Clients). The Clients or their agents shall be responsible to:

A. Provide all applicable available drawings, previous examinations, maintenance records, drawings, specifications, reports, photographs, and other data.

B. Provide architectural drawings in AutoCAD format.

C. Provide access to areas required for any necessary examination, including obtaining permission from adjacent buildings to work from their property, if necessary.

D. Engage the services of an experienced, qualified, and licensed contractor and laboratory to conduct soil testing, and material testing if required.

E. Provide proper notification to adjacent property owners as deemed necessary by the governing code.

It is understood that TSS has the right to rely upon the accuracy and completeness of all data furnished to it.

IV. FEES

A. Consulting fees for the above services shall be performed for a lump sum fee of $11,500.00. A 20% deposit will be required along with signed contract and prior to us starting the project.

B. Additional site visits, beyond those listed in Article II, will be billed hourly at the rates indicated in the attached TSS 2025 Hourly Billing Rates. Written approval by both the Client and the Architect will be required to proceed with an additional site visit. It is estimated that

each additional site visit will be approximately $500-$700.

C. If the design assumptions found in the DESCRIPTION OF PROJECT are revised, altered, or otherwise different than listed, a new proposal will be required when revised architectural drawings are available.

D. Any work beyond the stated scope shall be billed hourly at the rates indicated in the attached TSS 2025 Hourly Billing Rates.

E. Materials sampling and testing costs are not included in the above fees.

F. In addition to the above, TSS shall be reimbursed for all out-of-pocket expenses, such as travel, cab fares, printing, photographic services, messenger service, and overnight mail, at our cost plus 10%.

G. TSS shall invoice the Client on a monthly basis as a percentage complete. The job will be billed at 95% at permit set issuance and 100% at final permit issuance. Payments shall be made within thirty (30) days of receipt of our invoice. If payments are not received within this time frame, TSS reserves the right to stop work on the project until the account is brought current.

V. SCHEDULE

A. TSS will begin working on the project within three-four (3-4) weeks or sooner of receiving a signed proposal and adequately complete architectural drawings with sections and details.

VI. STAFFING

A. The project team will be led by Anthony Janiak, S.E., and managed by Kenneth Veach, S.E., P.E., Principal-in-Charge, for this project.

VII. ADDITIONAL SERVICES

The following services are not included in the Scope of Services of this Agreement and are not included in the basic fee. If authorized by the Client and the Architect, TSS will perform the following additional services at the hourly rates indicated in the attached TSS 2025 hourly Billing Rates. Prior to commencing work on any additional services, the work shall be approved in writing by the Client and the Architect.

A. Providing professional consulting services relative to work that is outside the Scope of Services described in Article II.

B. Attending additional meetings beyond the number of meetings indicated under Article II.

C. Addressing existing conditions at the project site (and the adjacent sites if applicable) not provided to us at the start of the project.

D. Accommodating significant scope changes including, but not limited to, significant differences in the Project scope, area, cost, or schedule, and revisions to architectural and/or MEP components.

E. Providing full-time observation of the work or special inspections,

as described in the International Building Code.

F. Field measuring and preparing "as-built" drawings of the existing conditions that will serve as the basis for our work.

G. Processing submittals from the Contractor or Architect, which have not been solicited by the contract documents, including, but not limited to, those related to loads imposed by the Contractor's temporary work, temporary equipment, construction crane, and/or construction hoists.

This includes reviewing shop drawing submittals which have not been solicited by the contract documents and additional shop drawing reviews, beyond those listed in Article II.

H. Processing submittals from the Contractor or Architect related to alternate designs and contractor substitutions.

I. Serving as an expert witness or consultant in connection with any public or private hearing, arbitration, or legal proceeding.

J. If any deep foundations or mat foundations are required, it will be considered an additional service. This includes design of helical piers, caissons, or pile foundations.

K. Construction administration including addressing RFIs and shop drawing review beyond what has been specified in section I.I is considered an additional service fee.

L. Lateral earth retention is not included in this proposal.

M. Design and/or detailing of any custom stairs or custom wood trusses will be considered an additional service fee.

VIII. TERMS AND CONDITIONS

A. Our work is covered by a $2,000,000 incident / $2,000,000 aggregate Professional Liability policy. A certificate of insurance can be provided, at your request, after the proposal is returned signed and accepted. The client, consultant architect, and agent/owner's representative will be named as additionally insured.

B. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final payment for acts or failures to act occurring after Substantial Completion.

C. This proposal expires in 30 days.

IX. TOTAL AGREEMENT

This Agreement, consisting of the pages herein, TSS 2025 Hourly Billing Rates, constitutes the entire Agreement between the CLIENT and TSS for this project and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

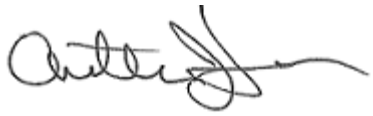
X. CLIENT ACKNOWLEDGEMENT

The Client hereby accepts the terms and conditions contained within this proposal. All invoices are payable according to Article IV above. Any unpaid balance is due upon completion of work by The Structural Shop, Ltd. If payment is not made by the Client pursuant to the terms of this agreement, the Client agrees to pay statutory interest on the sums past due. The Client also agrees to pay all costs of collection, including, but not limited to, all costs incurred before or after the filing of a lawsuit to collect unpaid sums. The Client specifically agrees to pay any and all reasonable attorney's fees incurred by The Structural Shop, Ltd.

We thank you for the opportunity to provide you with this proposal. If you find the proposal satisfactory, please sign and return one copy. If there are any questions with regards to this proposal, please do not hesitate to contact our office.

Sincerely,

THE STRUCTURAL SHOP, LTD.



Anthony Janiak, S.E.
Project Engineer

Signature Date

Printed Name Title (Owner, Owners Rep....)

THE STRUCTURAL SHOP LTD CONSULTING ENGINEERS

9601 RIVER STREET
SCHILLER PARK, ILLINOIS 60176
(847) 349 1099 PHONE
(847) 349 1098 FAX
mail@thestructuralshop.com

2025 Billing Rate Schedule

ENGINEERS

Principal	$320.00/hour
Senior Licensed Engineer	$240.00/hour
Licensed Engineer	$200.00/hour
Senior Associate Engineer	$160.00/hour
Associate Engineer	$120.00/hour
Jr. Assoc. / Intern Engineer / Technician	$80.00/hour

ARCHITECTS

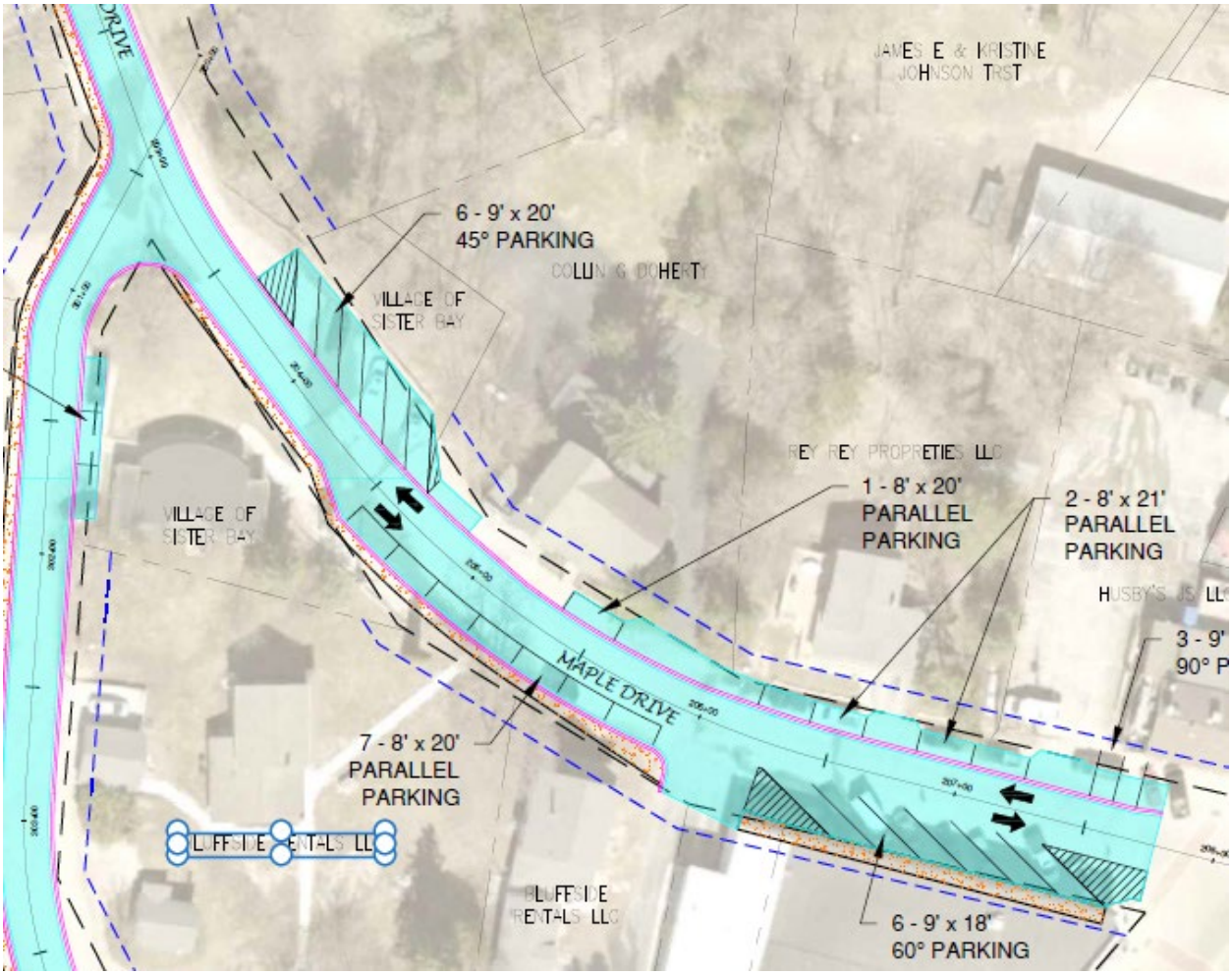
Licensed Architect	$160.00/hour
Associate Architect	$120.00/hour

STAFF REPORT
Current Administration Building

The Parks Committee had recommended the current administration building be relocated so the existing site could be used as a parking lot to address parking needs in the village and potentially resolve the encumbrance issue we have with a Knowles Nelson Stewardship grant. Based on that recommendation, road engineering continued.

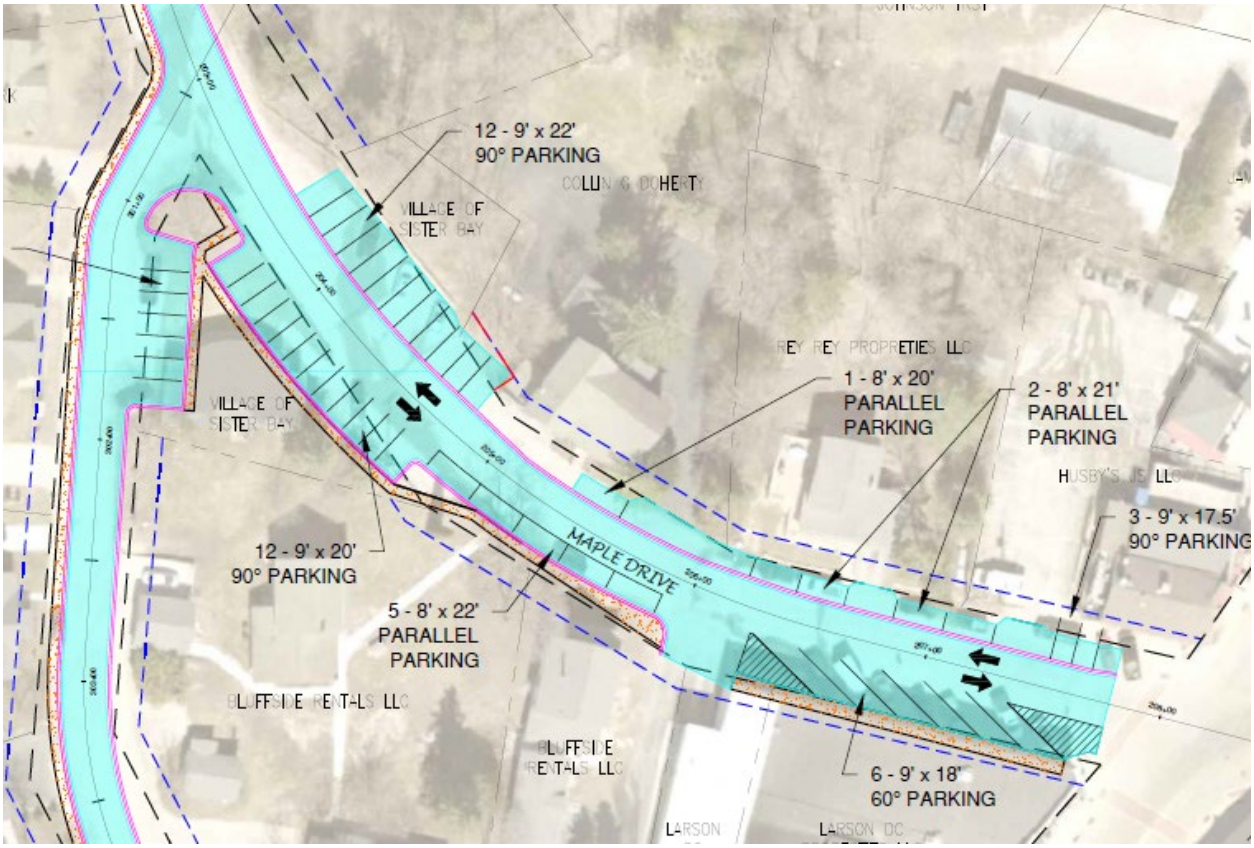
However, at last month's Board meeting Trustee Kodanko requested the Board review the matter and therefore engineering has been halted until the Board discusses and comes to a consensus on the future use of the current administration building property.

Parking situation if building remains on site:



(Second scenario on following page)

Parking situation if building is relocated or razed:



STAFF REPORT
Future Administration Building

The Board needs to come to a consensus on which site will be developed for the new Administration Building. Is it the Logerquist site, which we purchased with the intent to place an admin building and future fire station on (when needed), or, the Mill Road site which is to be vacated this winter (the building would need to be razed yet however). There was a concern about the soils on the Mill Road site, but the soils report show there should not be an issue, as long as we can dig down to the virgin soil and install footings on that soil (like we had to do for the Parks building).

STAFF REPORT
Post Office Lease

At the October 6 meeting of the Parks, Property and Streets Committee, the committee reviewed the proposed lease for the Post Office. Bell and Ahrens expressed concerns about the renewal terms with "0 days notice" and questioned if the village was getting fair market value.

Linczmaier reported that the Post Office had caused damage to a back door costing $955 to repair, which should be billable under the existing lease terms regarding damage from employee negligence.

The committee discussed various aspects of the lease including:

- Billing for services already included in the lease such as trash removal and landscaping
- Considering whether to strike the automatic renewal option
- Determining maintenance responsibilities

There was a motion by Laszkiewicz, second by Howson, to recommend to the Board that they approve the contract as written and simultaneously take action to invoice the post office as allowed by the contract for damage and maintenance services, as well as striking the renewal option, and capping the lease at 5 years. That motion carried – all ayes.

President Bell indicated he would handle the revisions requested by the committee and has indicated the revised lease is now ready for Board action (attached).



Lease (Not to Exceed $25K)

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

UNITED STATES POSTAL SERVICE

Lease (Not to Exceed $25K)

Single-Tenant

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

County: Door
Lease: Q90000848511

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

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

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

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

The Landlord has supplied the following systems and equipment:

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

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

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

UNITED STATES POSTAL SERVICE

Lease (Not to Exceed $25K)

Single-Tenant

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

County: Door
Lease: Q90000848511

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

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

4. RENEWAL OPTIONS: The Postal Service shall have the right to renewal upon written agreement with the Village of Sister Bay.

All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

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

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

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

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

due or to become due under this Lease until Landlord remedies the misrepresentation or the Postal Service waives such conflict of interest, (ii) terminate the Lease on a date set forth in the notice to Landlord without penalty, or (iii) exercise any other remedy it may have for damages or injunctive relief.

[Conflict of Interest/Signature Page Follows]

UNITED STATES POSTAL SERVICE

Conflict of Interest/Signature Page

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

County: Door
Lease: Q90000848511

CONFLICT OF INTEREST CERTIFICATION BY LANDLORD

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

The undersigned certifies to the Postal Service as follows:

A. (Check all that apply) Landlord is:
(i) ____ A Postal Service employee or a business organization owned or controlled by a Postal Service employee;
(ii) ____The spouse of a Postal Service employee or a business organization owned or controlled by a spouse of a Postal Service employee;
(iii) ____ A family member of a Postal Service employee or a business organization owned or controlled by a family member of a Postal Service employee;
(Relationship) _____
(iv) ____ An individual residing in the same household as a Postal Service employee or a business organization owned or controlled by an individual residing in the same house as a Postal Service employee;
(v) ____ None of the above.

B. If you checked any of A (i) through (iv) above complete as applicable:
(i) Postal Service Employee:
(Name) _____ (Title) _____ (Location) _____
(ii) Spouse who works for the Postal Service:
(Name) _____ (Title) _____ (Location) _____
(iii) Family member who works for the Postal Service:
(Name) _____ (Title) _____ (Location) _____
(iv) Household Member who works for the Postal Service:
(Name) _____ (Title) _____ (Location) _____

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

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

LANDLORD NAME: VILLAGE OF SISTER BAY

Signature: _____

Print Name:

Title:

Date: _____

Telephone No: _____
Email Address: _____
(Official notices under the Lease are delivered pursuant to Section 10(n) of the General Conditions to USPS Lease)

POSTAL SERVICE:

Signature: _____

Print Name: JAMIE KATERBERG

Title: Contracting Officer

Date: _____

UNITED STATES POSTAL SERVICE

Exhibits

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

County: Door
Lease: Q90000848511

Exhibit A

[Legal Description of Property]

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



UNITED STATES POSTAL SERVICE

Exhibits

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

County: Door
Lease: Q90000848511

Exhibit B

Parking Area
(If Applicable)

UNITED STATES POSTAL SERVICE

Exhibits

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

County: Door
Lease: Q90000848511

Exhibit C

Premises Area

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

Area Comments

UNITED STATES POSTAL SERVICE

General Conditions to USPS Lease

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

County: Door
Lease: Q90000848511

1. APPLICABLE CODES AND ORDINANCES

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

2. LANDLORD'S INTEREST

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

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

1. the Postal Service's Contracting Officer; and

2. the surety or sureties, if any, upon any bond.

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

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

1. such transfer is subject to this Lease;

2. a copy of the recorded deed or other official transfer instrument evidencing the transfer is provided to the Postal Service; and

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

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

3. ASSIGNMENT/SUBLEASE BY THE POSTAL SERVICE

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

4. ALTERATIONS AND RESTORATION

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

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

5. [INTENTIONALLY BLANK]

6. [INTENTIONALLY BLANK]

7. HAZARDOUS/TOXIC CONDITIONS CLAUSE

UNITED STATES POSTAL SERVICE

General Conditions to USPS Lease

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

County: Door
Lease: Q90000848511

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

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

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

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

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

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

c. **Environmental Condition of the Premises.**

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

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

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

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

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

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

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

8. FORCE MAJEURE

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

9. GOVERNING LAW; CLAIMS AND DISPUTES

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

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

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

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

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

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

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

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

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

1. the date the Postal Service Contracting Officer receives the claim (properly certified if required); or

2. the date payment otherwise would be due, if that date is later, until the date of payment.

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

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

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

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

10. GENERAL

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

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

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

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

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

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

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

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

County: Door
Lease: Q90000848511

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

With a copy to: _____

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

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

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

11. **FACILITIES NONDISCRIMINATION**

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

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

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

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

Clause 1-5, Gratuities or Gifts
Clause 1-6, Contingent Fees
Clause 9-3, Davis-Bacon Act[1]
Clause 9-7, Equal Opportunity[2]
Clause 9-13, Equal Opportunity for Workers with Disabilities[3]
Clause 9-14, Equal Opportunity for VEVRAA Protected Veterans[4]
Clause 9-16, Employer Reports on Employment of Protected Veterans[4]
Clause B-25, Advertising of Contract Awards

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

_____

[1] For premises with net interior space in excess of 6,500 SF.
[2] For leases aggregating payments of $10,000 or more.
[3] For leases aggregating payments of $10,000 or more.
[4] For leases aggregating payments of $25,000 or more.

UNITED STATES POSTAL SERVICE

Maintenance Rider Landlord Responsibility

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

County: Door
Lease: Q90000848511

1. **Landlord Responsibilities**. Landlord shall, except as otherwise specified herein and except for damage resulting from, and to the extent of, the negligence of the Postal Service's agents or employees (which portion of the damage arising directly from Postal Service's agents or employees negligence shall be the responsibility of the Postal Service), maintain the Premises, including the building and any and all equipment, fixtures, systems, common facilities and appurtenances (including but not limited to parking lots, driveways, fencing and sidewalks), furnished by Landlord under this Lease, in good repair and tenantable condition consistent with standards of comparable buildings and/or projects located in the vicinity of the Property. Landlord's duties under this Rider shall include repair and replacement, as necessary, and includes without limitation:

   a. **Pest Control**. Landlord is responsible for inspection, prevention and eradication of vermin, birds, insects, including, without limitation, termites and any other wood-eating insects and for repairs of any damage resulting therefrom.

   b. **Casualty**. Landlord is responsible to repair damages resulting from Acts of God; acts of public enemy, riot or insurrection; and vandalism and damages resulting from fire or other casualty (except to the extent such damages were caused due to the negligence of the Postal Service agents or employees in which case the Postal Service shall be responsible for the portion of repairs caused directly by its negligence).

   c. **HVAC**. Any heating system and air conditioning equipment furnished by Landlord must be properly sized for the facility, must be in good working order at the commencement of the term, and must be maintained and, if necessary, replaced by Landlord to ensure that it remains in good working order and in proper operation; such system and equipment must be capable of providing heat to a minimum temperature of 68 degrees Fahrenheit (68ºF) and cooling to a maximum temperature of 78 degrees Fahrenheit (78ºF) in all enclosed portions of the Premises (excluding any rear vestibule) at all times during the appropriate seasons. Landlord shall be responsible for maintaining and servicing of the heating system and air-conditioning equipment, including, refrigerant and filters per manufacturer's recommendation as required for proper operation of the equipment and for replacing the same at the end of its useful life or earlier.

   d. **Heating and Hot Water Supply**. Boilers and unfired pressure vessels provided by Landlord as part of the Premises shall be maintained and, if necessary, replaced by the Landlord in accordancewith the most stringent of the federal, state or local codes and ordinances. Current safety certificates issued by an organization recognized by the National Board of Boiler and Pressure Vessel Inspectors or a federal, state or municipal authority which has adopted the American National Standard Institute/American Society of Mechanical Engineers Boiler and Vessel Code, must be provided by Landlord for boilers and unfired pressure vessels. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections and require corrective actions by Landlord.

   e. **Electrical System**. Any electrical/power system furnished by Landlord must be properly sized for the facility, must be in good working order at the commencement of the term, and must be maintained and, if necessary, replaced by Landlord to ensure that it remains in good working order and in proper operation.

   f. **Water and Sewer**. Whether public or private water or sewer systems are provided, said systems (including potable water) must be properly sized for the facility and be maintained, in good working order at all times during the term and replaced by Landlord as necessary to ensure that the same remain in good working order including having any inspections that may be required performed.

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

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

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

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

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

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

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

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

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

a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations (CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA);

b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with section (a) above; and

c. take all other proper precautions to protect the health and safety of:

(1) any laborer or mechanic employed by the Landlord in performance of this Lease;
(2) Postal Service employees; and
(3) the public.

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

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

UNITED STATES POSTAL SERVICE

Utilities and Services Rider

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

County: Door
Lease: Q90000848511

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

1. **HEAT**

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

2. **ELECTRICITY**

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

3. **WATER**

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

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

4. **SEWER**

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

5. **TRASH**

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

6. **SNOW**

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

UNITED STATES POSTAL SERVICE

Utilities and Services Rider

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

County: Door
Lease: Q90000848511

7. CUSTODIAL SERVICES

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

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

8. LANDSCAPING

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

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

STAFF REPORT
2026 Fee Schedule

Attached are the fees proposed by the various committees (and a revised schedule from the Building Inspector).

As mentioned last month, there are several old code sections that reference fees or forfeitures and those codes need to be amended, and fees established and approved for those codes. This will be an item that will need to be addressed by the new administrator and is therefore not included in the attached (the list that needs addressing was included in last month's meeting packet).

ATTACHMENT A
VILLAGE OF SISTER BAY FEE SCHEDULE
Effective January 1, 2025~~5~~6
(Fees Are Per Code Unless Listed Herein)

ZONING AND DEVELOPMENT

Preliminary Subdivision Plats	$1000 plus $50 per lot
Final Plat (County has recording fees too)	$1000
Residential Condominium Plat	$500 plus $50 per lot
Final Plat (County has recording fees too)	$1000
Commercial Condominium Plat	$500 plus $50 per business unit
Final Plat (County has recording fees too)	$1000
Certified Survey Maps	$500
Final Map (County has recording fees too)	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 – Text changes	~~$50~~ $100
Sandwich Board – No Text change	$200
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/Agreement Amendment	$~~1000~~500
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
Property Addressing	Contact county directly
Telecommunications Appeal to Village Board	Same as an appeal to the Zoning Board of Appeals

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~~ .15 per sq. ft. > 3000 sq. ft.

   Manufactured Dwellings (modular) $500.00 + any additions or garage per
   #3 State Seal $~~35~~40.00 (all new homes)
   Community Development Fee $300/occupancy unit

2. Additions/Remodeling/ Alterations:

Building	$.~~11~~ .12 per 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~~300.00 (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~~ .12 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~~ .14 per sq. ft.	$75.00 minimum
Electric, plumbing, HVAC	0 to 600 sg. 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~~ .12 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~~100.00
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~~60.00
Failure to call for inspection		$~~30~~60.00
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	$.05 per sq. ft.	$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
Less than 3,000	$300
3,001 - 4,000	$400
4,001 - 5,000	$550
5,001 – 6,000	$650
6,001 – 7,500	$700
7,501 – 10,000	$850
10,001 – 15,000	$900
15,001 – 20,000	$950
20,001 – 30,000	$1,100
30,001 – 40,000	$1,250
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.	

Number of Fixtures (Alteration, Remodeling, and Site Work)	Plumbing Plan Review Fee
<15	$200
16-25	$300
26-35	$450
36-50	$550
51-75	$800
76-100	$900
101-125	$1,050
126-150	$1,150
>151	$1,150
Plus $160 for each additional 25 fixtures (rounded up) beyond 150 Fixtures	

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)

County fees may change, depending on county revising their fee schedule

	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
(Basic forfeiture increases by $250 for every subsequent violation thereafter)						
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

License

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 *(subject to licensing criteria and initial issuance fee*)*
*Initial Issuance Fee – Reserve Liquor Licenses	$20,000
Liquor License Publication Fee	$30

Fees & Taxes

Register of Deed Recording Fees	County fees plus $75 minimum (varies by document type, pages, County recording fees, staff time, mileage)
Copies of Recorded Documents	County fees 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 is additional) Facility Rentals:

Village Hall	$~~30/hr. or $~~200/day
Gazebo	$~~75~~150/day
TKH Building	$75/day
Sports Complex Pavilion	$150/day
Sports Complex Ball Fields	$50/day
Sports Complex Tennis/ Pickleball Courts	$~~10~~20 2 hr. time
Fire Station – Lg. Meeting Rm	$50/day
Fire Station – Sm. Meeting Rm	$25/day

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

Waterfront Park (May, June, Sept, Oct.)	$~~1900~~ 2500
Waterfront Park (July & August)	$3500
Marina Park (May, June, Sept, Oct.)	$~~1500~~2000
Marina Park (July & August)	$2500
Ice Rink Tournaments	$1500 plus $1000 retainer for clean-up and repair
Tents left beyond timeframe	$1000/day

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~~ 156.50/ft. of slip
Seasonal Slip – Non-Sister Bay Prop. Owner	$~~157.00~~ 165.50/ft. of slip
In-Season Transient dockage (Based on Length of boat) - May 1~~35~~-Oct. 1~~47~~	$~~2.65~~ 3.05 + tax/per foot 20'-39' $~~2.75~~ 3.16 + tax/per foot 40'-49' $~~2.85~~ 3.28 + tax/per foot 50'-59' $~~2.95~~ 3.40 + tax/per foot 60'-69' $~~3.05~~ 3.50 + tax/per foot 70'+
Late Season Transient dockage – Lmtd. Avail. Su-Th ONLY, weekends are regular rates Sept. 15 - Oct. 1~~5~~3	$35.00/day (Su-Th ONLY)
Failure to Remove Boat at Close of Season (Oct. 1~~5~~3 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~~ 3.00 + tax
Ice – 10 lb. block	$~~3.50~~ 4.00 + tax
Water & Gatorade	$2.00 + tax
Candy	$2.00 + tax
Washer/Dryer Use	Washer $2.00/load; Dryer $2.00 load/+tax
Laundry Detergent, Fabric Sheets	$1.00 + tax

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.

ICE RINK

All rentals and concessions require tax to be added.

Skate rental	$8
Skate sharpening	$7
Equipment rental	$5
Gatorade & hot drinks	$3
Soda	$4
Water	$2
Candy	$4
Popcorn	$2
Deluxe Pizza	$11
Pizza (other)	$10

STAFF REPORT
Employee Handbook - Amendments

This fall the Personnel Committee worked through various amendments to the Employee Handbook. The revised handbook is attached. Before the handbook can be distributed to employees, it requires Board approval.

VILLAGE OF SISTER BAY
EMPLOYEE HANDBOOK

Adopted by the Village Board : **December 16, 2025 (Eff. January 1, 2026)** ~~**May 20, 2025**~~

WELCOME

The Village of Sister Bay is a friendly, thriving community where residents and visitors alike enjoy the natural beauty of its surroundings enhanced by well-maintained parks, quality services and the natural environment. The unique charm of the Village's waterfront, library and businesses are enjoyed and utilized by all. As Northern Door County's year-round village, it balances the needs of a growing retirement community while attracting and supporting its younger population with a viable economy.

Purpose/Important Facts About This Handbook

The Village of Sister Bay is pleased to present this Employee Handbook containing information in summary form about our workplace, the major benefits available to the employee and the employee's obligations. This handbook is for informational purposes only. Nothing in it constitutes a guarantee of employment or of any right or benefit, nor is it a contract of employment, expressed or implied, and it does not eliminate or change the employment-at-will status of the relationship between the employee and the Village of Sister Bay. This handbook may also be referenced as 'the policy'.

The Village of Sister Bay reserves the right to alter, change, delete, deviate from, suspend or discontinue any part or parts of the policies in this handbook, including but not limited to any employee benefit without prior notice. However, the Village Board will attempt to notify employees of all proposed revisions to this handbook as they are proposed and presented to the Village Board for adoption. No one other than the Village of Sister Bay Board of Trustees may alter or change any of the policies in this handbook. Any alteration or modification by the Board of Trustees must be in writing. No statement or promise by an elected official, administrator, management staff/supervisor, agent or other representative may be interpreted as a change in policy, nor will any such statement or promise constitute an agreement with any employee.

Should any provision of this handbook conflict with any statute, law, ordinance, regulation, or lawful provisions of a valid collective bargaining agreement to which the Village of Sister Bay is a party, the statute, law, ordinance, regulation or collective bargaining agreement (if any) shall control. Nothing in this handbook shall restrict employees from engaging in any concerted or other activity protected by Wisconsin or federal law.

It is the employee's responsibility to read and become familiar with the information in this handbook and to follow the policies and procedures contained herein. If there are questions regarding the handbook or matters that are not covered in it, please discuss them with the supervisor, who, if necessary, will direct those questions or uncovered matters to the Benefits Coordinator who is contracted or employed by the Village, or the Village Administrator, and get back to the employee in as timely a fashion as possible.

EMPLOYMENT STATUS

Nature of Employment

Except as specified in a valid collective bargaining agreement or an individual employment contract, or as otherwise provided by law, employment with the Village of Sister Bay is not governed by any written or oral contract and is considered an "at will" arrangement. This means that the employee or the Village of Sister Bay can end the employment relationship at any time for any reason.

Employee Classifications

The Village defines an employee as a person who works for the Village of Sister Bay for compensation in the form of wages and excludes unpaid volunteers, independent contractors, elected officials and persons appointed to serve on boards, commissions, or committees. The following classifications are used to determine employee benefits and eligibility for overtime.

1. Benefited Full-Time – An employee who is regularly scheduled to work more than 32 hours per week on a regularly scheduled basis for the calendar year. A benefited full-time employee is eligible for those benefits described in this handbook as well as any that are required by law.
2. Non-benefited Part-Time - An employee who is generally scheduled to work less than 31 hours per week throughout the year. Non-benefited part-time employees are only eligible for benefits required by law.
3. Temporary/Seasonal/Casual - An employee who works full-time or part-time hours on a temporary, sporadic, varying, seasonal, or as-needed basis. These employees are only eligible for benefits required by law.
4. Exempt - An employee whose position meets the overtime exemption requirements established by the Fair Labor Standards Act (FLSA). These employees must be paid on a salary basis and are exempt from overtime pay requirements.
5. Non-Exempt – An employee whose position does not meet FLSA overtime exemption requirements. Non-exempt employees are paid on an hourly basis and are eligible for overtime pay.

CODE OF ETHICS

Employees are expected to use good judgment, adhere to high ethical standards, and avoid situations that create an actual or perceived conflict between personal interests and those of the organization. The Village expects that the transactions employees take part in are ethical and within the law, both in letter and in spirit.

There is no way to develop a comprehensive detailed set of rules to cover every employment situation. The Village requires employees to act ethically when performing their duties so that their actions will reflect positively on the employee and the Village. The employee must comply with all local, state, and federal laws.

Our policy and state law prohibit employees from engaging in the following conduct, unless it is otherwise specified in this handbook:

1. Soliciting or receiving from any person or acting as a mediator for any fee, gift, or other thing of value in the course of their work, when such fee, gift, or other thing of value is given in the hope or expectation of receiving a favor or better treatment than that accorded any other person.

2. Threatening, using, or attempting to use political influence, or, giving or being in any way involved in giving any money or any other thing of value in return for appointment, promotion, transfer, leave of absence, change in pay or other tangible employment benefit.
3. Engaging in political activity by making use of their position to further the candidacy of any person or engaging in political work during regular work hours. Nothing in this section shall be construed to interfere with the employee's rights outside of normal work hours to become a member of a political club, to attend political meetings, to express opinions on political subjects, and to enjoy freedom from all interference in casting votes.
4. Accepting anything of value from any person, business, or organization, if it may be viewed as a reward for any official action or inaction taken by the employee. State law also prohibits any local public official or public employee from accepting anything of value if it could reasonably be expected to influence official actions or independent judgment. Please speak with the supervisor or the Village Administrator regarding questions, concerns or issues addressed in or related to this policy.

EQUAL OPPORTUNITY, DISCRIMINATION, AND ACCOMMODATIONS

Equal Opportunity and Non-Discrimination

The Village of Sister Bay is an equal opportunity employer. All employment decisions, including but not limited to, recruitment, hiring, compensation, benefits, promotions, transfers, layoffs, discipline, and involuntary termination are made without regard to an individual's age, arrest/conviction record, ancestry, color, national origin, race, religion, disability, marital status, military service, pregnancy, childbirth, sex, sexual orientation, off-duty use or nonuse of lawful products, or any other characteristic protected by federal, state, or local law.

1. All supervisors will see that the provisions of this section are met. It is also the duty of every employee to help create a work environment that promotes equal opportunity. Employees must report any incident or situation that they believe violates this policy to their immediate supervisor (or, in the event the incident or situation is in regard to the supervisor, report to the Village Administrator (see the *GRIEVANCE PROCEDURE s*ection).
2. Anyone who engages in unlawful discrimination will be subject to disciplinary action or involuntary termination. The Village will not tolerate retaliation against another person for filing a complaint, reporting alleged discrimination, or participating in an investigation. Anyone who engages in retaliation will be subject to disciplinary action or involuntary termination.

Reasonable Accommodations for Disabilities

The Village of Sister Bay is committed to full compliance with applicable federal and state disability laws (specifically, those outlined in the Americans with Disabilities Act). An employee who is a qualified individual as defined by state or federal law will be provided with reasonable accommodation if one exists that allows the employee to perform the functions of the employee's job unless such accommodation creates an undue burden or poses a direct threat to the safety of the employee or others. The employee should submit a request for workplace accommodations to their supervisor. Any supervisor who receives a request for a workplace accommodation must forward it to the Village Administrator immediately. After receipt of the request, the supervisor or the Village Administrator will meet with the employee to discuss all of the facts and circumstances necessary to make an accommodation determination.

HARRASSMENT POLICY

Overview

The Village is committed to maintaining a workplace free of discrimination and harassment and takes all complaints or reports of harassing or discriminatory conduct by or against any of the Village's employees, supervisors, elected officials, visitors, vendors, citizens, or any other party seriously. The timely reporting and prompt effective resolution of complaints is crucial to preventing and ending prohibited conduct; and, therefore, the following procedures are in place to address prohibited conduct:

1. If the employee believes that they have experienced or witnessed conduct that violates this policy, it must be reported as soon as possible practical to their immediate supervisor or the Village Administrator. Timely reporting allows the employee to discuss the situation with their supervisor to determine whether the situation can or should be addressed informally, and/or, allows for the supervisor to contact the aggressor to question them on the alleged activity and create a record of both victim and harasser interpretations of the incident. Whether investigated or not, or a formal complaint made or documented, a supervisor has the right, under this policy, to remove anyone from village property they believe has harassed a village employee, and, refuse them future service.
2. Do not bring the complaint to the immediate supervisor first if the supervisor is the subject of the complaint, or if the employee feels more comfortable bringing the matter to the attention of one of the other designated representatives identified above.
3. Please see the *GRIEVANCE PROCEDURE* section for further information.

Investigations and Remedial Action:

1. All complaints will be promptly and thoroughly investigated. If necessary, the Village will contract with a third party to conduct the investigation.
2. The Village will take corrective action designed to end any harassment or discrimination in the workplace and prevent it from recurring, including but not limited to the public's harassment of an employee, and subsequent action, even if appropriate action is deemed refusal of service or removal from village property.
3. For village employees and officials, corrective and preventive action may include the imposition of discipline or involuntary termination, training, referral to counseling, monitoring, demotion or reassignment, or any other action deemed appropriate under the circumstances. The Village will make follow-up inquiries to ensure that the harassment or discrimination has not resumed.

The Village recognizes that false allegations of harassment or discrimination may have a serious impact on innocent individuals and will take appropriate action against anyone who makes a false claim of harassment or discrimination.

~~The Village is committed to providing a professional work environment that maintains employee equality, dignity and respect. The Village strictly prohibits and will not tolerate discriminatory practices or harassment against its employees based on their protected class status by anyone, including elected officials, supervisors, co-workers, visitors, vendors, citizens or any other persons. Similarly, employees are prohibited from harassing or discriminating against any other persons based on their protected class status.~~

~~1. Any protected class harassment is unacceptable and will not be tolerated. Anyone who violates this policy will be subject to disciplinary action or involuntary termination.~~

~~2. Harassment includes any conduct, whether verbal, physical, or visual, that is based on a person's~~

~~protected status, including age, arrest/conviction record, ancestry, color, national origin, race, religion, disability, marital status, military service, pregnancy, childbirth, sex, sexual orientation, off duty use or nonuse of lawful products, or any other characteristic protected by federal, state, or local law. Conduct need not be directed at a particular individual to be considered a violation of this policy. Harassment can take many forms and may include, but is not limited to:~~

- ~~Epithets, slurs, or negative stereotyping.~~
- ~~Threatening, intimidating or hostile acts.~~
- ~~Denigrating jokes.~~
- ~~Verbal abuse.~~
- ~~Written or graphic material that denigrates or is hostile toward a protected class.~~
- ~~Non-verbal conduct, such as staring or making denigrating gestures.~~
- ~~Physical conduct, such as stalking, assault, and unwanted touching.~~

Sexual Harassment

This policy protects all gender employees from sexual harassment. It also prohibits all conduct, whether physical, verbal, written, or visual that is based on gender, including but not limited to:

- Unwelcome sexual flirtations, compliments, advances, requests, or propositions.
- Unwelcome touching, patting, pinching, brushing against another's body, attention to an individual's body, or physical assault.
- Any statements or referencing one's sexuality, gender, gender identity or sexual experience, and sexual gestures, innuendoes, suggestions, "kidding," "teasing" or jokes.
- The display of sexually related or suggestive pictures or objects, including emails or other computer images.
- Sexual conduct which the Village Administrator or Personnel Committee determines could be cause for other uninvolved employees who observe it to become uncomfortable. (In such circumstances, the uninvolved employees must file a related report with their immediate supervisor, the Village Administrator, or, if applicable, the Chair of the Personnel Committee.)

DISCRIMINATION AND/OR HARRASSMENT COMPLAINT PROCEDURE

Overview

The Village is committed to maintaining a workplace free of discrimination and harassment and takes all complaints or reports of harassing or discriminatory conduct by or against any of the Village's employees, supervisors, elected officials, visitors, vendors, citizens, or any other party seriously. The timely reporting and prompt effective resolution of complaints is crucial to preventing and ending prohibited conduct; and, therefore, the following procedures are in place to address prohibited conduct:

- If the employee believes that they have experienced or witnessed conduct that violates this policy, it must be reported as soon as possible to their immediate supervisor or the Village Administrator so the incident can be investigated.
- Do not bring the complaint to the immediate supervisor first if the supervisor is the subject of the complaint, or if the employee feels more comfortable bringing the matter to the attention of one of the other designated representatives identified above.
- Please see the *GRIEVANCE PROCEDURE* section for further information.

Investigations and Remedial Action:

- All complaints will be promptly and thoroughly investigated. If necessary, the Village will contract with a third party to conduct the investigation.
- The Village will take corrective action designed to end any harassment or discrimination in the

workplace and prevent it from recurring.

- Corrective and preventive action may include the imposition of discipline or involuntary termination, training, referral to counseling, monitoring, demotion or reassignment, or any other action deemed appropriate under the circumstances. The Village will make follow-up inquiries to ensure that the harassment or discrimination has not resumed.

The Village recognizes that false allegations of harassment or discrimination may have a serious impact on innocent individuals and will take appropriate action against anyone who makes a false claim of harassment or discrimination.

Confidentiality

The Village understands that matters of harassment or discrimination can be sensitive, and when possible, will keep complaints and related information in confidence. The Village shall make all attempts to protect the confidentiality of the employee. Disclosure will occur only when necessary to investigate and resolve the matter and when required by law. If the alleged violator is an employee, the supervisor has the authority to request the employee not show up for work until an investigation is complete; all suspensions during an investigation shall be with pay.

The employee has the right to report the harassment incident as a *Type 1 Incident*, or a *Type 2 Incident*.

A Type 1 Incident is a situation in which the employee reports the perceived harassment to merely make a record of it, but does not seek disciplinary action be taken against the harasser. The supervisor shall determine if a Type 1 Incident warrants an investigation, but the file will be closed upon confirmation of the incident; however, the incident can be referenced should a Type 2 Incident be reported in the future.

A Type 2 Incident requires a thorough investigation and disciplinary action, and if the harasser is a member of the public, the action can be either removal from village property, refusal of service, or other appropriate action the Supervisor deems necessary.

Retaliation

Any employee who reports harassment or discrimination, files a complaint, or takes part in an investigation, is protected from any retaliatory action. No reprisal or adverse action will be taken against the employee for coming forward or participating in the investigatory process. If an employee believes they have been the subject of retaliation, even if the behavior is subtle or the employee is unsure that the conduct is retaliation, they should report it immediately to their supervisor, the Village Administrator, or, if applicable, the Chair of the Personnel Committee. Anyone who violates this retaliation prohibition will be disciplined or terminated.

Minors

If the employee subject of harassment is a minor, such harassment may fall under Wisconsin's child abuse laws (Wis. Stats. Chapter 948). Harassment of a minor will not be tolerated, and the supervisor is to report the alleged activity to law enforcement or Child Protective Services so a thorough investigation may be made by the appropriate agency. Any employee or member of the public found guilty of harassing a minor shall be banned from village property. A minor is not required to complete a grievance form, but the incident shall be documented by the supervisor prior to contacting law enforcement or Child Protective Services.

EMPLOYEE BEHAVIOR AND CONDUCT

To ensure orderly operations and provide the best work environment, the Village expects all employees to conduct themselves in a manner that is respectful and will protect the interests and safety of all employees and the organization at all times. This handbook cannot address every conceivable circumstance that may arise. The Village considers all of its employees to be professionals, and employees are expected to exercise responsible judgment.

The Village reserves sole discretion to determine when certain behaviors, conduct, decisions, etc. are inappropriate, even if they are not expressly prohibited or addressed in this handbook. The consequences for any infraction will depend on all relevant circumstances and may include discipline or involuntary termination as the Village determines appropriate.

Appearance and Demeanor

The Village expects their employees to represent the Village in a professional manner while performing their duties. All Village employees have contact with people in the community who are either residents or visitors and will create lasting impressions with them by their interactions and by the observations of their work performance. All Village employees are encouraged to present a positive image and demonstrate an interest in their work. All employees are expected to be neat and clean in appearance and to dress in a manner appropriate to the nature of their position. Utilities Department and Parks and Streets Department employees will wear designated clothing and items provided by the Village during their on-duty hours. Uniform clothing and dress are described in detail in the *Clothing Allowances and Expectations* section of this handbook.

Personal Appearance

As a Village of Sister Bay employee, personal appearance reflects on the village. The Village expects employees to present themselves for work in a professional, presentable, modest, well-groomed manner at all times. Employees are required to adhere to the guidelines of the Safety Policy to the extent they apply to their position. Depending on considerations of individual departments certain employees may have to meet special dress, grooming, and hygiene standards that may be required for health or safety reasons, customer and public contact, or other professional/service considerations.

Misconduct

It is not possible to list all the behavior that is unacceptable. The list below is illustrative and is not intended to be all-inclusive. These are examples of infractions that may result in disciplinary action or involuntary termination:

1. Harassment, discrimination, or any violation of federal civil rights laws.
2. Any form of theft, dishonesty or inappropriate removal, use or possession of property. Theft includes the purposeful falsification of time reporting, misuse of PTO, use of Village property for personal use, or other misuse of taxpayer funded time or equipment for a use not intended.
3. Falsification of records or documents.
4. Any form of violence.
5. Verbal or physical abuse; discourteous, disrespectful, insulting or inflammatory language or conduct, offensive behaviors, intimidation, or any other form of behavior that could be deemed

"bullying" towards another person.

6. Negligence or improper care or conduct leading to ill-maintenance or damage of Village-owned property or property belonging to others, or injury to another person.
7. Insubordination or other failure to follow directives or instructions.
8. Violation of safety rules and policies or health rules.
9. Smoking in prohibited areas or Village-owned buildings, equipment or vehicles.
10. Possession of dangerous or unauthorized materials, such as explosives or firearms.
11. Unacceptable attendance record, including habitual tardiness and absenteeism.
12. Unauthorized use or misuse of telephones, the Village's mail system, computers, social media or other Village-owned equipment.
13. Unsatisfactory or inappropriate performance or conduct.
14. Disclosure of statutory or confidential information.
15. Being disrespectful to others while on duty.
16. Sleeping on the job.
17. Not performing at the level expected or paid.
18. Gambling or creating a lottery with Village equipment or while being paid with taxpayer dollars.
19. Procuring legal favors.
20. Violation of any other policies/rules in this handbook.

Conduct

On or off-duty conduct which may result in an employee being disciplined may include the following:

1. Conduct that adversely affects the morale or efficiency of the department.
2. Behavior that adversely affects the employee's job performance or the willingness of other employees to work with the employee.
3. Conduct that destroys public respect or confidence in the employee, department or provision of and operation of municipal services.
4. Conduct that substantially relates to job performance and/or completion of job duties.

Gifts and Gratuities

Marina, Ice Rink Attendants, and Shuttle Bus gratuities shall only be accepted if unsolicited and as allowed by law. No other full-time, part-time, seasonal or casual employee shall solicit or accept any gift, campaign contribution, gratuity, service, promise of work, entertainment, loan, or other item of monetary value from a person or entity who has or is seeking activities or service from, or which are regulated by the Village. Employees will need to determine whether the provider expects a service in return for the gift. Holiday gifts sent to departments from contractors can be accepted, provided the contractors annually send the gifts to similar departments as a 'thank you' for work performed throughout the year; and provided the anticipated value of the gift does not exceed One Hundred and 00/100 ($100.00) Dollars. Employees attending meetings, seminars and conferences while representing the Village will be allowed to accept items that are given away to attendees and offered to all participants at the event, provided the item(s) secured do not exceed an estimated value of $100.00. If the item(s) given away to attendees and offered to all participants at an event exceeds $100.00, acceptance of it shall respectfully be declined or reported to the employe's supervisor. Gifts in excess of $100 shall be reported to the Finance Director.

Failure to Obey Medical Orders

An employee may be disciplined or terminated for failure to follow the medical orders issued by their medical practitioner. Failure to abide by the orders could put the employee, other employees, or the public at risk and will not be tolerated.

1. Employees shall obey their medical practitioner's orders and shall promptly notify their supervisor of any restrictions or instructions that have been imposed by their medical practitioner. They also must inform their immediate supervisor of the fact that they have been prescribed medications that could affect their ability to perform their assigned tasks.

2. When there is a concern that an employee's health may affect their ability to perform essential job functions or will create a safety risk, the Village may require a medical examination, at Village expense. The Village will keep all medical information confidential, and the employees' privacy will be protected.

Confidential Information

Employees may have access to confidential Sister Bay, resident, personnel or other sensitive information as a part of their job duties. The protection of confidential information is vital to the Village's interests, and to the interests of its employees and citizens. Employees shall not disclose any confidential information to any Village of Sister Bay employees who do not have a legitimate business need to know such information, or to any persons outside the Village of Sister Bay organization, without the written authorization of the Village Administrator. If an employee receives a request for information that they know or should know is confidential, whether they are on or off duty, that employee must direct the person asking for the information that they must submit a written request to the Village Clerk. No confidential information concerning any citizen may be released to an unauthorized person or agency without the signed consent of that citizen. This section does not apply to individuals filing complaints about a property for which the Village provides service to, such as a property regulated by the Zoning Code - Chapter 66 of the Municipal Code.

DRUG AND ALCOHOL-FREE WORKPLACE

The Village maintains a drug-free and alcohol-free workplace. Accidents, injuries, absenteeism, decreased productivity and property damage can result if an employee is under the influence of drugs, alcohol or other substances at work. Employees may be disciplined or fired if they are found to be under the influence of alcohol, drugs, or other substances which can impair performance and judgment, even if residual when they are working. For purposes of this handbook, THC products (such as, but not limited to, THC infused beverages), and Delta 8 and 9 products, are considered drugs prohibited in the workplace.

Conduct and Discipline

Employees must report to work free of drugs, intoxicants, alcohol, narcotics, or any other controlled substances. Employees may be disciplined, up to and including involuntary termination, for the possession, consumption, not being free of, being under the influence of, or the use of any drugs, drug paraphernalia, intoxicants, alcohol, narcotics, or any other controlled substances, on or about Village premises at any time they are on duty.

If an employee is taking any medication that affects judgment or could affect performance, that fact should be brought to the attention of that employee's immediate supervisor immediately. Prescription

drugs will only be tolerated in the workplace if they have been prescribed by a licensed medical provider and do not interfere with the performance of job duties.

Under certain circumstances, and when the Village has a reasonable suspicion that an employee is violating this rule, the Village may require an employee to undergo a drug and/or alcohol test. The employee will be referred to a certified testing laboratory for completion of the test. Depending on the seriousness and circumstances of the offense, and at the Village's sole discretion, an employee who tests positive for drugs and/or alcohol may be referred to counseling, rehabilitation or an employee assistance program. Refusal to cooperate may result in discipline, up to and including termination. This shall not restrict employees from having alcohol in sealed containers in their private vehicles.

A violation of any of the following rules may result in disciplinary action or involuntary termination:

1. Employees are prohibited from using, possessing or dispensing alcohol or controlled substances/illegal drugs or drug paraphernalia on any Village owned property while performing their job duties, while engaging in a Village sponsored activity, or while representing the Village.
2. Employees are prohibited from reporting for or remaining on duty or performing assigned job duties while under the influence of alcohol or a controlled substance/illegal drug, or having the level of alcohol or an illegal drug/controlled substance in their system which would prohibit them from legally operating a vehicle.
3. Employees may not bring or consume prescription drugs that are not prescribed for them, or that impair their ability to do their job in the workplace. If a prescribed medication could affect job performance and/or safety employees must notify their supervisor or the Village Administrator of that fact before engaging in any work.
4. Criminal convictions for manufacturing, distributing, dispensing, possessing or using controlled substances/illegal drugs in the workplace must be reported in writing to the immediate supervisor or the Village Administrator no later than five (5) calendar days after such conviction.
5. Employees may not use any alcohol within eight (8) hours following an on-duty accident.
6. If applicable, employees must comply with any requirements for treatment, after care, and return to duty.
7. The Village may request employees to voluntarily submit to a blood test to verify the presence or absence of alcohol or drugs in their bloodstream.
8. The Village reserves the right to perform routine, random drug and alcohol testing to ensure Village-owned vehicles, equipment and property are not being operated by employees who are under the influence of alcohol, illicit drugs, or non-prescribed controlled substances. Said tests shall be administered at Prevea Occupational Health in Sturgeon Bay at a date and time selected by the Village and will be paid for by the Village. Any employee refusing to submit to a drug and/or alcohol test when directed to do so, under circumstances consistent with this policy, will immediately be placed on suspension pending investigation. Employees may not engage in any conduct that prevents completion of a test, or provide false information when tested, or attempt to falsify a test result.

Employee Assistance Program (EAP)

Employees are encouraged to voluntarily seek professional, confidential assistance for alcohol and drug issues. Contact and other information for the EAP provider can be obtained at the Village Administration Office, by contacting the Benefits Administrator, or by reviewing the benefits information provided at time of hire. Employees are also encouraged to utilize any programs offered by the Village's insurance programs.

Testing

The Village of Sister Bay may require drug and/or alcohol testing under the following circumstances:

1. Pre-Employment: As part of the evaluative procedure for new or returning employees, including seasonal employees, whether full-time or part-time, or employees transferring between departments. Said testing may be conducted upon a conditional offer of employment.
2. Reasonable Suspicion: "Reasonable suspicion" means observations of objective facts sufficient to lead a prudent person to conclude that the employee may be under the influence or have a prohibited substance in their system. Unless restricted by state or local law, the Village also requires drug and alcohol tests for any employee who appears to be impaired or working under the influence of alcohol or chemical substances. This could occur at any time determined necessary by management due to observed employee actions such as abnormal coordination, appearance, behavior, slurred speech, odor, excessive tardiness, absenteeism, or as a result of other credible information. Any member of management who is concerned about the behavior or appearance of an employee will attempt to have these observations confirmed by another member of management. If observation by management is not possible, a drug and alcohol test may still be requested for the employee in question. If impairment is suspected, the employee will be transported by a member of the management team or by the use of a transportation service paid for by the Village. Before any test is administered, employees will be notified in a private setting of the reason for the supervisor's concern and will be given an opportunity to explain their unusual actions, behavior, or appearance. Testing shall occur at Prevea Occupational Health in Sturgeon Bay, or current provider.
3. Post-Accident/Work Related Incident: The Village may require drug or alcohol testing following a work-related incident/accident.
4. Random: Drug testing may be required on a random, routine basis for those in any safety sensitive positions.
5. Return-to-Duty: Any employee found to have violated this policy and who is allowed to return to work may be required to test prior to returning to duty, and then randomly thereafter, for a one-year period. Notwithstanding any provision herein, this policy will be enforced at all times in accordance with applicable laws.

DRIVING REQUIREMENTS AND PRACTICES

The following policies cover operation of all Village of Sister Bay vehicles and personal vehicles used while performing the employee's job duties. The Village reserves the right to make specific decisions regarding an employee's ability to drive based on the particular circumstances of the situation.

1. Employees assigned Village of Sister Bay-owned vehicles are to use those vehicles for official business only; the Village does not permit personal use of any Village vehicles or equipment that can be driven on a public road.
2. Any employee using a Village-owned vehicle, or equipment that can be driven on a public road, shall follow safe driving practices and will comply with all federal, state and local laws governing operation of motor vehicles and rules of the road. This includes taking all steps to ensure their total concentration and safe operation of vehicles.
3. Smoking and vaping is prohibited in any Village of Sister Bay vehicles; there are no exceptions.
4. Employees may not manipulate radios, telephones, tablets, or other equipment while driving Village-owned vehicles. They also may not talk on cell phones while driving Village-owned vehicles, unless using a hands-free device or an emergency renders the use of such device impractical.
5. Employees may not take their eyes off the road while driving a Village-owned vehicle.

6. Employees may not operate any Village-owned vehicles or equipment that can be driven on a public road when their ability to react is impaired.
7. Employees may not text in any manner on a cell phone, smart phone, tablet, or other device.
8. Employees must keep the headlights and seat belts on at all times.
9. Employees must abide by all provisions of the Drug-Free and Alcohol-Free Policy in this handbook, meaning if alcohol or substances are still in their bloodstream from the previous evening, the employee may be legally impaired and may not be able to legally operate the vehicle or equipment.
10. In order to drive while they are on duty employees must maintain an acceptable driving record. Employees must report all infractions or violations incurred while driving, whether during work time or personal time, to their immediate supervisor. The Village may check driving abstracts through the Wisconsin Department of Motor Vehicles.
11. If any employees use their personal vehicles to perform their job duties, they must carry insurance coverage as required by Wisconsin law.
12. As soon as an employee determines that a Village of Sister Bay vehicle is inoperable, unsafe, or damaged they must inform their immediate supervisor of that fact.
13. Employees are responsible for the cleanliness of all Village of Sister Bay vehicles that they operate.
14. If the gas tank is less than one quarter full, employees shall return the vehicle with a full tank of gas.
15. Employees shall not permit any non-employees to drive Village-owned vehicles or equipment, nor can any unauthorized persons ride in Village-owned vehicles.
16. If an employee is involved in an accident while on duty, they must:
    a. Stay at the scene of the accident and turn on the four-way flashers of the Village-owned vehicle they were operating.
    b. Immediately contact law enforcement officials as well as their immediate supervisor, or, if the supervisor is unavailable, the Village Administrator.
    c. When requested, provide their name, address and Village of Sister Bay affiliation, and show their driver's license and proof of insurance to the other party who was involved in the accident as well as the law enforcement officer who responds to the scene of that accident. It shall be the supervisor's responsibility to ensure that proof of insurance is maintained in all Village-owned vehicles at all times.
    d. Upon returning to work after being involved in an accident with a Village-owned vehicle, all affected employees must obtain and complete the required worker's compensation and incident report forms from their immediate supervisor(s), who will see that those forms are provided to the employees in the Administration Office.

HOURS OF WORK, ATTENDANCE AND PAY POLICIES

Work Hours

For most full-time staff, the regular work week will be 40 hours, excluding meal periods, performed in five, eight-hour workdays Monday through Friday. Specific hours of work shall be decided by the immediate supervisor. A supervisor may set a rotational schedule for Utilities Department and Parks and Streets Department employees to ensure routine weekend work is addressed, such as cleaning restrooms in the parks; said rotation schedule may result in overtime hours worked beyond the normal 40-hour work week, but time worked shall be the minimum required to perform the rotational duties to minimize overtime. Rotational hours are considered anticipated routine work to be performed and may require an employee to be called back to work, if needed.

- Supervisors may authorize variations in an employee's work schedule to accommodate their departmental needs, or to eliminate or reduce overtime.
- Non-Exempt Employees: Hourly employees cannot perform any work during their unpaid lunch period

without specific authorization from their immediate supervisor. If work is authorized, then the entire lunch period must be included as hours worked on the employee's timecard. Unless they are performing official business, employees may not leave the workplace (i.e. return to their homes) unless they are on their unpaid lunch break and may not use a municipal vehicle to do so. Unpaid time begins when the employee leaves the worksite.

- Exempt Employees: The Village expects exempt employees to work a normal full-time, 40-hour work week and any additional hours required by workload, which can include special and regular meetings and events outside of normal hours. In return, the employee may occasionally take time off without using time from their accrued leave banks when the workload of the office permits, provided the employee informs their immediate supervisor that they will be leaving. This flexibility is not an accrued benefit, nor does it constitute compensatory time; use of personal time on an hour-for-hour basis for time worked in excess of a 40-hour work week is not permitted by exempt employees.

On Call/Call Back

All employees are always on call; that is, when emergencies require it, any and all of them may be recalled to work at hours during which they are normally off duty. "On Call" will refer to the order in which employees are contacted, when the need for unforeseen work or an emergency arises. The order in which employees are contacted will rotate according to a schedule set by the supervisor. If a Parks & Streets employee or Utilities Department employee is scheduled to work on a rotational basis, the days they work on that rotational schedule will also be the days they are considered "On Call".

For "On Call" employees scheduled to work "On Call" that require the employee to remain within a reasonable response time distance of the Village, they will be compensated twenty-five and 00/100 ($25) dollars per day. Examples of situations where an "On Call" employee would be compensated twenty-five and 00/100 ($25) dollars per day include Utilities Department employees, and Parks and Streets Department employees needed to remove snow, address flooding, or similar circumstance where the employee is expected to remain close to Sister Bay to be able to respond to an emergency.

With the exception of the Utilities Department, the term "On Call" does not imply the need to remain constantly available for contact by phone, or the need to remain in close proximity to the workplace. Compensation for calls to work during periods when the employee is at the head of the "On Call" rotation will be normal overtime, assuming the normal 40 hours for the week have actually been worked.

In recognition of the impact that "On Call" status has upon Parks & Streets employees and Utilities employees, the Village will pay $25 per day for an employee scheduled to be "On Call" for holidays. This shall be in addition to any holiday pay or call-in overtime actually worked, which will be paid in accordance with standard overtime pay policies identified herein.

If the employee at head of the rotation schedule is unable to come back to work for an emergency, the employee that is actually called back shall be entitled to the $25 per day "On Call" pay.

Applicable solely to the full-time employees of the Parks and Streets Department: The decision was made in 2025 to not have more than three full-time, non-exempt employees on staff from November 1 through May 1, which tends to be the slower season for the department. It is acknowledged, however, that if weather were severe, the employee could potentially experience an increase in hours worked during a weekend rotation. To compensate the employees for their willingness to work with a reduced staff for

six months, the decision was made that, during the six-month period the department operates with just three full-time, non-exempt employees, staff is to be compensated at the next higher step in the wage scale during this period. After May 1, when the department is more adequately staffed, employees will resume pay at their base rate. This 3% jump in pay ('next step pay') is valid only as long as the department operates with three or fewer full-time, non-exempt staff during the winter season.

Timekeeping for Non-Exempt Employees, Including Part-time, Seasonal and Casual Employees

Non-exempt staff shall maintain a daily attendance record in the format provided by the Village. This record shall reflect the employee's daily start and end times, including start and end times of their lunch period, overtime hours worked, "On Call" time, and all absences for vacation, illness, holidays, use of compensatory time, etc.

Employees must keep an accurate record of their time. If manual timekeeping is required, employees must certify the accuracy of their time report by signing it and submitting the documentation to their immediate supervisor, or by forwarding it by email for approval to their supervisor. The supervisor must sign the completed time reporting form to verify the hours claimed. If an electronic time-keeping process is implemented, employees must accurately input their time; any errors or deviations from the time reported shall be discussed with the supervisor, and if warranted, the supervisor may make changes to the electronic report. If any corrections or modifications are to be made, both the employee and the supervisor must verify the accuracy of the changes by initialing the record at the time or by email to verify that the employee is aware that a change has been made.

- Reportable hours include any work performed in or out of the office, or outside of normal work hours, including but not limited to, texting necessary in the employees' duties, checking email or doing other job-related computer work, or phone calls. Supervisors are not to knowingly permit employees to perform work without recording the time. Failure to record time worked violates wage and hour laws as well as the Village's policies and could lead to disciplinary action. Improper time reporting may be viewed as the dishonest reporting of time and the individual may face disciplinary action or involuntary termination; gross inaccurate reporting may be viewed as theft of taxpayer dollars and appropriate action may be pursued.
- Employees must get permission from their immediate supervisor before working in excess of any scheduled hours or overtime. Failure to obtain advanced approval in excess of the scheduled hours or overtime may result in disciplinary action.
- Accrued paid leave, if applicable to the employee, must be used if they are absent from work during their normal work hours. Employees may only take time off unpaid with approval from their immediate supervisor; employees will not be allowed an unpaid absence for the purpose of avoiding the use of accrued paid leave.
- Altering, falsifying, tampering with time records, or recording time on behalf of another without authorization from a supervisor, is prohibited and will lead to disciplinary action.

Time-Keeping for Exempt Employees

Exempt employees must report use of accrued and personal time taken using an exception report form or by utilizing an electronic time-keeping process, if implemented. If an electronic time-keeping process has not been implemented, such time must be reported in paper format and signed by the employee and approved by the Village Administrator.

Attendance

The Village requires regular attendance of all employees. Excessive absenteeism and tardiness interfere

with the delivery of services and is prohibited.

- Reporting Absences/Tardiness. If an employee will be absent from or late for work, they must notify their immediate supervisor prior to the normal start of the work day. The employee must indicate a reason and an expected return to work time and/or date. If the return to work date or time changes, the employee must notify their immediate supervisor of the new date and time as soon as possible.
- Work Release. Whenever the supervisor believes that a work release from an employee's doctor is necessary to ensure that it is safe for the employee return to their job, or if the employee's return will include certain restrictions that may require accommodation, the employee will be asked to provide a doctor's report. The Village may also request a doctor's report or fitness for duty certification in cases of suspected sick leave abuse or to determine fitness for duty when needed.
- Leaving During Work Hours. Unless there is an emergency, employees must get permission from their immediate supervisor prior to leaving during work hours.
- Seniority. Seniority and the employment relationship shall be ended if employees:
  - Are absent from work without notification to their immediate supervisor or other member of management (unless the employee cannot notify the Village for a valid reason); or,
  - Fail to report for work at the termination of an authorized leave of absence.

Overtime

The Village does not permit overtime without prior authorization from an employee's immediate supervisor. If an employee works overtime hours without pre-authorization, they will be subject to disciplinary action. Supervisors shall assign overtime work only as necessary and when circumstances prevent the accommodation of additional work through reassignment of work priorities or the rescheduling of hours within the same work week. In an effort to reduce overtime, should weekend work be required, the supervisor may adjust the employee's normal work schedule to accommodate the weekend work.

Non-exempt employees shall receive overtime pay for any hours worked over 40 hours in a work week*. The Village's work week begins at 12:00 a.m. on Sunday and ends at 11:59 p.m. on Saturday. The Village uses only hours worked in calculating overtime and does not calculate time spent travelling to perform the duties required for rotational work. Time spent traveling for call back work or work-related activities (attending training sessions, conferences, etc.) does count toward hours worked. Paid time off does not count towards hours worked. Overtime will be calculated separately in each work week of the pay period. The Village pays overtime at 1.5 times the employee's regular rate of pay.

*For non-exempt employees in the Parks and Streets Department, regardless if they have worked forty hours, if they work the Saturday and Sunday of Fall Fest, those employees shall be paid double time their hourly rate for the time they work that Saturday and Sunday.

Compensatory Time

Non-exempt full-time employees may elect compensatory time instead of overtime pay subject to the provisions of this section. This selection must be made within the week in which the time is earned.

- Employees will receive compensatory time at the rate of 1.5 hours for each 1 hour of overtime worked. No more than 80 hours of compensatory time, herein referred to as the "Maximum Accumulation Cap", may be accumulated in the employee's bank per calendar year. Any overtime hours worked beyond the maximum will be paid as overtime compensation. Unused compensatory time will be paid out at the end of the calendar year at the rate at which it was earned; compensatory time does not carry forward to the subsequent year.
- Employees must seek permission to use compensatory time from their immediate supervisor.

Employees may use such time within a reasonable period after making the request if use of the time does not unduly disrupt the operations of the department. Likewise, supervisors may require employees to use compensatory time within a reasonable period after receiving notice to do so.

- An employee who has accrued compensatory time off shall, upon voluntary or involuntary termination of employment, be paid for the unused compensatory time at the wage rate in effect during the year in which the compensatory time was earned.

Resignation/Retirement/Final Pay

- Notice and Return of Property. Should an employee decide to leave their job, the Village requests that they provide their immediate supervisor with at least 2 weeks' notice prior to their last day on the job. If an employee will be retiring, the Village requests that they inform their immediate supervisor of that fact at least 30 days prior to retirement or as far in advance as possible. Employees who provide the requested notice will be considered to have resigned in good standing.
- Exit Interview. Village officials request that prior to leaving employment with the Village all employees meet with the Village Administrator to participate in an exit interview. If requested by an employee, exit interview information will be considered confidential, and may only be shared with the members of the Personnel Committee during an executive session. It is possible that confidential information that is obtained during exit interviews may be generalized and entered into a document that summarizes all of that information, so that concerns raised by former employees can be addressed, and, if deemed to be appropriate, adjustments can be made to Village operations and policies.
- Village Property. On their last official day of employment with the Village employees must turn in all Village of Sister Bay property to their immediate supervisor, including any keys they have for Village buildings.
- Pay at Termination (whether voluntary or involuntary). The Village will see that employees who leave for whatever reason are fully compensated for all earned wages, earned compensatory time, and earned PTO time, less applicable withholding, on their last official Village paycheck.

TIME OFF AND LEAVE OF ABSENCE POLICIES

Holidays

The following paid holidays will be granted to all full-time benefited employees, and the Village of Sister Bay offices will be closed on these days.

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Day after Thanksgiving
7. December 25th
    - Whenever one of the above-designated holidays occurs on a Saturday, the Friday immediately preceding shall become the official holiday. Whenever a designated holiday occurs on a Sunday, the Monday immediately following shall become the official holiday.
    - Whenever a supervisor or the Village Administrator determine that it is necessary for a non-exempt employee to work on a holiday, as part of their rotational schedule to continue

essential services, compensation for the actual hours worked shall be at the rate of two (2) times the employee's regular rate of pay.

Paid Time Off (PTO)/Sick-Time

PTO is available to all full-time employees. PTO includes vacation, sick leave, personal time, emergency or bereavement leave, and time off to care for dependents. Paid Time Off (PTO) is earned bi-weekly on the following basis:

Completed Years of Service	Accrual Rate	Max Accumulation
0 - 4.99 years	20 days (6.15 hours per pay period)	40 days
5 - 14.99 years	26 days (8 hours per pay period)	40 days
15+ years	31 days (9.53 hours per pay period)	41 days

Employees continuously employed full-time by the Village of Sister Bay who were hired prior to 2015 earn PTO on the following basis*:

Completed Years of Service	Accrual Rate	Max Accumulation
8 - 14.99 years	29 days (8.92 hours per pay period)	40 days
15+ years	34 days (10.46 hours/pay period)	44 days

*Sick leave balances will be put into an account to be used to fund the Long-Term Disability elimination period (or as allowed by the Village-paid Long-Term Disability Policy) or for up to 5 days of emergency leave. Upon termination, up to 30 days of remaining sick leave may be converted to cash at 50% of the hourly rate in effect in December 2014 by full-time employees who have completed twenty (20) or more years of service.

Time off must be scheduled in advance in increments of at least one hour and approved by the supervisor except for illness and emergencies. Approval of PTO requests will be based on seniority, staffing needs, and workload.

A supervisor may require a doctor's note from the employee for leaves due to illness that last for more than three (3) days.

Long-term disability must be applied for when illness is expected to last more than seven (7) days. PTO may be used to fund the elimination period (or as allowed by the Village-paid Long Term Disability Policy). Upon termination, ten (10) days of PTO will be deducted if two weeks' notice is not given. Any remaining balance earned, but unused, up to the maximum accumulation will be paid out upon termination or retirement.

Personal Days

Annually, all full-time employees shall be provided twenty-four (24) hours of personal time to use at their discretion. Personal time shall be scheduled and approved by the supervisor. Any personal time not used by December 31st of the year shall be paid to the employee in the subsequent pay period or as accounting practices dictate.

Fall Fest

Employees of the Parks and Streets Department shall be allowed one paid day off the week following Fall Fest. For purposes of calculating whether an employee has worked a full forty-hour week that particular week, the mandatory day off shall be counted towards the forty hours 'worked'.

Military Leave

The Village supports the military obligations of employees, and grants leave for uniformed service under applicable state and federal laws. If an employee needs time off for uniformed service, they shall immediately notify their immediate supervisor of that fact. If an employee cannot provide notice before leaving for uniformed service, a family member should notify the employee's immediate supervisor that they need time off for uniformed service as soon as possible. Upon return from military service, the Village will grant any affected employees seniority, pay, and benefits as required by applicable state and federal laws. The Village will consider failure to report for work within the prescribed time periods after return from military service to be a voluntary termination of employment.

Jury or Witness Duty

If an employee is directed by a court of law, or compelled by subpoena to perform jury duty or to appear as a witness in a legal proceeding on a scheduled workday, they shall be granted time off without loss of pay to cover their regular work hours. The Village will consider the employee to be a witness only where they are not a party and are compelled to attend by subpoena. The employee's status for the purpose of determining seniority, status, responsibility, and salary shall be unaffected by jury duty or witness leave.

- Should an employee be required by subpoena to appear as a witness in any legal proceeding that arose out of, or is related to, their job duties with the Village, they will be paid for such time, even if that time is outside of their normal work hours.
- The employee must submit any stipends they receive for attendance at jury or witness duty to the Finance Director/Village Treasurer's office. The employee may keep reimbursements they receive for parking or mileage.
- Employees are to indicate jury, court, or deposition hours on their timecards.

Voting Leave

The Village encourages all employees to exercise their right to vote. If an employee is eligible to vote and wishes to do so during the workday, they may take up to two (2) consecutive hours of voting leave with pay on Election Day, but they must first obtain permission to utilize such leave from their immediate supervisor, and, if the leave is taken during the work day, they must return to work as soon as they have actually voted.

Bone Marrow and Organ Donation Leave

The Village has opted to offer leave consistent with the Wisconsin Bone Marrow and Organ Donation Leave Act which allows an employee to substitute paid or unpaid leave consistent with FMLA for an employee serving as a bone marrow or organ donor. The employee is allowed up to six (6) weeks leave in a 12-month period, provided the employee provides their immediate supervisor with written verification they are to serve as a bone marrow or organ donor. Leave may be taken only for the time period required to undergo the donation procedure and associated recovery time. For more information refer to the Wisconsin Department of Workforce Development, Civil Rights section.

Family and Medical Leave

Wisconsin's Family and Medical Leave Act (FMLA) provides unpaid leave for an employee's serious health condition, the serious health condition of a parent, child or spouse, or for the birth or adoption of a child. A serious health condition is defined as a disabling physical or mental illness, injury, impairment or condition involving inpatient care or outpatient care that requires continuing treatment or supervision by a health care provider. The Village permits an employee to take up to two (2) weeks of leave for their own serious health condition in a *calendar* year, up to two (2) weeks for the serious health condition of a parent, child or spouse, and up to six (6) weeks for the birth or adoption of a child. The leave may be taken as needed in blocks or intermittently as needed by the employee. During the leave period, the employee's health insurance remains in effect as it existed prior to the leave. The employee is not paid during the leave but may use accrued PTO. When the employee returns from leave, they are guaranteed their same position or an equivalent position. The Village does require the employee to provide a medical certification of the need for the leave; and the employee shall make all reasonable attempts to notify their immediate supervisor, in writing, of the request for the planned leave in advance or as reasonably and practical as possible. More information is available from the Wisconsin Department of Workforce Development, Civil Rights.

The Federal Family and Medical Leave Act (FMLA) is slightly different and provides for twelve (12) weeks of leave in a *12 month period* for the birth of a child and to care for the newborn child within one year of birth; adoption or foster care for a newly placed child within one year of placement; care for the employee's spouse, child or parent with a serious health condition; a serious health condition that makes the employee unable to perform the essential duties of the job; or any qualifying event under the Federal FMLA Act. Also covered is twenty-six (26) work weeks of leave during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent or next of kin (considered military caregiver leave). In order to qualify for federal FMLA the employee must have actually worked one thousand two hundred fifty (1250) hours during the 12 months prior to the start of leave. More information is available from the U.S. Department of Labor, Wage and Hour Division.

Be educated about FMLA and what it covers – it may cover anxiety, depression, postpartum depression, and other conditions, if they meet the definition of a "serious health condition".

Wisconsin and Federal FMLA coverage runs concurrently with the employee being entitled to the protections provided by law which afford them the most favorable terms.

All paid PTO or other leave offered by the Village runs concurrently with FMLA leave. If an employee on FMLA leave exhausts all their leave balances, but needs additional leave, other Village employees can donate a portion of their accrued time off to the employee, but shall leave at least eighty (80) hours in their accrual bank for their own potential emergencies.

Generally, an employee cannot be terminated for taking leave; however, there may be exceptions. For example, if there were documented disciplinary or performance issues prior to the employee's leave, or, the village had discussed reducing staff levels in the department prior to the leave.

Bereavement Leave

Bereavement leave is not mandatory in the State of Wisconsin, but the Village has decided to provide up

to three (3) days of paid leave following the death of a close family member. For purposes of this benefit, 'close family member' includes the employee's spouse or domestic partner, child or stepchild, or employee's parents or the domestic partner's parents.

EMPLOYEE BENEFITS & RIGHTS

In an effort to attract and retain employees, the Village offers an attractive benefits package to eligible employees (eligibility is determined by each program). An employee can enroll for the benefits at time of hire, and the effective date of the benefit varies by program. Annually the Village offers an open enrollment period when an employee can change their coverage. A qualifying event, such as a marriage, divorce, etc. would make an employee eligible to change their coverage outside of the open enrollment period. The Village contracts with an HR Consultant to administer the Village's benefits; for questions about benefits ask the Village Administrator, who in turn will connect the employee with the Benefits Administrator.

There are also well-known civil rights laws incorporated into this Handbook, such as anti-discrimination laws, equal opportunity laws, harassment laws and laws for Americans with disabilities, but there are laws the Village wants to share with their employees to guarantee employees are treated fairly and given the greatest environment for success; those rights are included below with the list of benefits offered to employees. The list below is not exhaustive and subject to change at any time based on business needs and associated costs.

COBRA

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue insurance coverage under the Village's plans when a "qualifying event" results in the loss of coverage. Under COBRA, an employee or their dependents pay the full cost of coverage at the group rates, plus an administration fee.

An employee who has had their hours reduced or employment terminated for any reason other than gross misconduct may continue their group coverage up to eighteen (18) months; during this period any spouse or dependent previously covered remains covered. A spouse and the dependents may opt to continue coverage up to thirty-six (36) months upon the death of the employee, divorce or loss of dependent status due to age or the employee's eligibility for Medicare. For more information contact the Wisconsin Office of the Commissioner of Insurance, or the Wisconsin Department of Employee Trust Funds, who oversees many benefits for employees and our retirees.

Deferred Compensation

The Village offers the Wisconsin State Deferred Compensation Program to supplement the employee's retirement income. Participation in the program is voluntary and 100% funded by the employee through payroll deduction in the amount the employee authorizes.

Employee Assistance Program (EAP)

The EAP is offered to all employees at no cost to them. It is a completely confidential counseling program that offers support through short-term counseling issues.

Health, Dental and Vision Insurance

The Village provides group health, dental and vision insurance to eligible employees. Insurance is effective on the first day of the calendar month following the employee's start date. Plan details are set forth in separate plan documents issued when the employee becomes eligible to participate. The Village reserves the sole discretion to determine what insurance and level of benefits to offer. The employee may be required to contribute toward the cost of the monthly premiums as established by the Personnel Committee and contributions will be deducted through payroll.

Health Savings Account (HSA)

A Health Savings Account (HSA) is a type of savings account that lets an employee set aside money on a pre-tax basis to pay for qualified medical expenses. By using untaxed dollars in a HSA to pay for deductibles, copayments, coinsurance, and some other expenses, the employee may be able to lower their overall health care costs. For employees who choose the HSA-compatible health insurance plan, the Village will contribute 100% of the in-network deductible (pro-rata if joining mid-year) for a Single Plan HSA, and a portion of a Family Plan based on annual IRS contribution limits. The employee, based on plan type, is able to deduct additional pre-tax money from their paycheck to add to their HSA up to the annual IRS maximum. An HSA is a savings account and rolls over from year to year; there is no "use it or lose it" requirement.

Life Insurance

The Village covers the cost of basic life insurance through the State Life Insurance pool. This benefit covers one (1) times the employee's annual earnings. Employees can purchase additional life insurance up to 5 times their salary. Smaller benefits can also be purchased for spouses and children. For more information refer to the Wisconsin Department of Employee Trust Funds, who oversees many benefits for employees and our retirees.

Long-term Disability Insurance

This benefit is fully paid by the Village. Claimed benefits continue if the employee is disabled until their normal retirement age. The benefit covers 60% of annual earnings up to a monthly maximum of Six Thousand and 00/100 ($6,000.00) Dollars after a sixty (60) day elimination period.

Payment in Lieu of Benefits

Employees have the option to elect to not participate in the health, dental or vision insurance programs. Selection of this option must occur upon initial employment or annually during open enrollment. Changes cannot be made outside of those times unless the employee has a qualifying life event, and the change must be made within thirty (30) days of that qualifying life event.

Employees will receive 50% of the savings from the waiver of benefits based on the employer contribution to a single plan. Payments will be included with the employee's regular payroll. While payments will be taxable, payments will not be included for the computation of wages including, but not limited to, WRS-eligible wages, COLA, overtime or other pay.

Pregnant Workers Fairness Act (PWFA) & Pregnancy Discrimination Act (PDA)

PWFA protects pregnant employees or eligible individuals and provides for the right to unpaid leave as a reasonable accommodation, unless such leave would create an undue hardship for the Village. It also prohibits the Village from treating employees affected by pregnancy or related conditions differently from other employees similar in their ability or inability to work.

PDA prohibits the Village from treating employees affected by pregnancy or related conditions differently from other employees similar in their ability or inability to work. Postpartum depression is a condition related to pregnancy under the PDA. The Village cannot treat an employee with postpartum depression differently from other employees.

Under the nationwide Americans with Disabilities Act (ADA), an employee may have the right to reasonable accommodations at work, such as a modified work schedule, transfer to a less stressful position, or work from home, for postpartum depression.

More information about employee rights under the PWFA is available from the U.S. Equal Employment Opportunity Commission.

PUMP Act

The Federal Consolidated Appropriations Act of 2023, signed into law in December of 2022, introduced the Nursing Mothers Act, also known as the PUMP Act. This Act expands Pumping at Work rights for nursing employees. The employee is to be provided a reasonable break time in a private space (not a restroom) to pump at work for up to one year after their child's birth. Any employee needing time and space for pumping is to notify their immediate supervisor of that fact.

Retirement

Eligible employees shall be covered under the State of Wisconsin Retirement System (WRS). The Village will pay its contribution as set by the Department of Employee Trust Funds (ETF), and employees shall pay their contributions as set by ETF via payroll deduction. Contributions vary by year and are beyond the control of the Village – they are based on investment earnings and an actuarial analysis. Information regarding the WRS plan is available from the Wisconsin Department of Employee Trust Funds, who oversees many benefits for employees and Village retirees.

Supplemental Insurance

If the employee chooses to have additional insurance coverage, they can participate in AFLAC insurance and the Village will facilitate payment of the premium with paycheck deductions.

Unemployment Compensation Insurance

Wisconsin administers an Unemployment Compensation Insurance program. If an employee is laid off and meets certain program qualifications, they may be entitled to weekly benefits. If the employee voluntarily resigns or is terminated "for cause" by the Village, ordinarily the employee will not be eligible for the benefit. For more information contact the local Employment Security Commission Office, which in Wisconsin is the Department of Workforce Development.

Worker's Compensation

All Village employees are covered by Wisconsin's Compensation Insurance (WC). WC covers those injuries sustained by employees on the job or on Village property. This program is administered by the State of Wisconsin and basically consists of the following types of benefits:

1. Medical and Hospital care
2. Disability benefits
3. Death benefits

To qualify for WC, an employee who is injured on the job must strictly follow the Village's accident reporting procedures, including immediate notification to a supervisor or the Village Administrator that an accident has occurred. All legal requirements established by the State and Federal Governments must be followed. The time lost from work for a worker's compensation accident shall not be charged against an employee's accrued sick time.

The Village will attempt to provide an employee with light duty work if the employee is able to return to work but unable to perform their regular assignment.

The Village's first and foremost objective is to do all that can be done to prevent injury by providing safety awareness, specific safety related skill training, and by continually encouraging each employee's active participation in the mutual quest for a safe workplace.

EMPLOYEE EXPENSES

Clothing Allowances and Expectations (Applicable to Utilities Department and Parks and Streets Department Employees)

1. This policy is established for all the employees of the Parks and Streets Department and the Utilities Department. Each department shall annually budget Four Hundred and 00/100 ($400.00) Dollars per department *position* to provide a clothing allowance for workplace clothing for all staff employed throughout the year to fill those department positions. The budgeted amount shall be divided equally amongst full-time department staff and set aside in the annual budget for work-related clothing. The amount to be budgeted shall not exceed $400.00 *per position*. Each employee is expected to manage their purchases to cover their needs for the entire year. If an employee elects to use a clothing service then the cost of that service shall count towards the total annual allocation. Part-time employees may receive an allocation, as budgeted by their immediate supervisor, provided the allocation does not exceed 50% of the allowance made for a full-time employee. To plan for resignations and new hires, it is recommended that the supervisor restrict purchases in increments to maintain an adequate balance for new employees and their anticipated clothing needs.
2. Employees must purchase clothing through the Village Administration Office to avoid paying sales tax. The supervisor shall review the balance in each position's 'account' twice a year with the employee hired to perform the duties of that position to ensure purchases do not exceed the allocated amount.
3. The supervisor shall approve all purchases, including sizes, brands, colors and materials. Only shirts and outerwear that are ANSI Class III compliant shall be worn. Hats shall bear the Village logo, with the logo provided by the Village. Employees must wear or carry business or identification cards identifying themselves as being Village Employees. Each employee is expected to dress

appropriately for work each day in clean clothing that is free from rips and stains.

4. The following items are eligible for purchase under this program:
   - Long sleeve and short sleeve shirts;
   - Pants and shorts (shorts to only be worn while performing approved activities);
   - Sweatshirts, coats and related items; and,
   - Winter hats.
5. The following items are eligible for reimbursement subject to the restrictions as follows:
   - Safety shoes subject to reimbursement up to Two Hundred and 00/100 ($200.00) Dollars per year;
   - Shoes other than safety shoes may only be worn while performing approved activities; and,
   - Prescription safety glasses subject to reimbursement up to One Hundred Fifty and 00/100 ($150.00) Dollars every *other* year.
6. The Village will provide baseball hats with logos and logos for clothing. The Village will also provide the following items beyond the allocation above, said items to be considered Village property and to remain with the Village upon the employee's termination so they can be used by other employees, as needed:
   - Work gloves;
   - Coveralls;
   - Hard hats and other safety gear; and,
   - Boots and rain gear for working in wet environments.
7. Employees are responsible for the regular cleaning of all the previously mentioned items. If an employee has used all of their position's allocation for work clothing and items are damaged or worn-out, they shall be replaced at the employee's expense. It shall be at the discretion of an employee's immediate supervisor to replace, at Village expense, any approved clothing item that is damaged by an accident, and is not considered "normal wear and tear".

Job-Related Training

Employees may be permitted to attend, with pay, work-related meetings, conferences, training sessions, institutes, and seminars, and appropriate State of Wisconsin courses or examinations for continued certification related to their position and approved by their immediate supervisor, provided the costs are included in the approved budget. The Village will pay the employee for this time under applicable state and federal laws.

Mileage

When an employee must use their personal vehicle to travel as part of their duties from the workplace to a destination other than home or place of employment, they will be reimbursed for authorized travel at the current rate established by the Internal Revenue Service (IRS). Reimbursement requests must be submitted to the supervisor along with the record of time worked. Reimbursement requests made outside the pay period in which they were made shall not be reimbursed prior to approval of the supervisor. All employees are to provide a copy of a valid Wisconsin's Driver License and proof of insurance to be eligible to be reimbursed for their mileage expenses.

Travel Reimbursements

Meals and Lodging. If employees are required to travel outside the Village of Sister Bay, the Village will reimburse them for meals and necessary overnight lodging. Reimbursements are paid after submission of

a Travel Expense Form along with receipts for meals and lodging and any out-of-pocket expenditures. Failure to submit a reimbursement request outside the pay period in which they were made shall not be reimbursed prior to approval of the supervisor and may cause denial of the reimbursement.

- Lodging reimbursement is limited to the rate for a single room/single person at a licensed hotel or motel. When possible, the employee must make advance reservations. It is the employee's responsibility to make sure charges reflect proper tax exemption.
- Reimbursement for meals is set at the levels established by the State of Wisconsin. Employees must submit an itemized copy of their meal bill(s). A credit card receipt is insufficient. Alcoholic beverages will not be reimbursed. Reimbursable meal expenses are for employees only.

Other Travel Expenses and Requirements

Other expenditures that qualify for travel reimbursement include parking, tolls, baggage handling, and necessary equipment rental. Receipts for fees must be attached to the Travel Expense Form. Tickets for driving infractions, unauthorized parking or other violations will not be paid for or reimbursed.

Out-of-State Travel

Travel outside the State of Wisconsin by employees will only be allowed, and any and all related expenses reimbursed, if the travel and those expenses have been budgeted and were approved by the respective oversight committee.

GENERAL INFORMATION

Bulletin Boards

The Village uses bulletin boards and e-mail notifications to inform employees of important developments and legal rights. Bulletin boards and e-mail notifications are used only for the posting of official notices or announcements, and employees must familiarize themselves with the information communicated on them.

Emergency Closings

When an emergency, such as severe weather, a fire, a power outage, etc., requires the closing of Village of Sister Bay facilities, employees may elect to use accrued leave time to cover lost hours. If employees choose not to use accrued leave time, or if they do not have any accrued time, the hours missed will be unpaid. If an employee cannot report to work due to weather, they may substitute accrued time to compensate for hours not worked, otherwise, the time off will be unpaid. Employees in essential service functions may be required to work even though Village operations are closed down. If those employees are unable to get to the office or facility where they normally work, their immediate supervisor may assign work that can be completed remotely. In the event of an emergency closing, the employee will be notified by their supervisor of the emergency closing.

Employee Information

It is important that employees notify the Village Administrator of any change in their personal information, including any changes in name, mailing address, e-mail address, phone number, marital status, dependents, beneficiary designations, and emergency contact information.

Employment of Family Members or Close Friends (Nepotism)

Relatives, domestic partners, and close friends of individuals who already work for the Village may be hired by the Village, but if a direct supervisory relationship will be created, or Village officials have determined that there is potential for a conflict of interest to arise which is deemed to be contrary to the best interests of the Village and/or the department the new employee would be assigned to, or there are other issues or potential safety and security concerns associated with such employment, it shall be prohibited.

Medical Privacy Policy

The Village strives to protect personal and medical information of all its employees, and, to that end, has adopted the following practices:

- All employee medical information must be kept in individual personnel files, which must be maintained in a locked file cabinet devoted only to confidential information.
- All Village personnel information, including limited medical records, shall be maintained and stored in the Village Administration Office, and none of that documentation shall be stored in any other location. If supervisors have been provided copies of any of that documentation they must destroy it. For purposes of this section, 'limited' shall mean information to support a reasonable accommodation request or if the employer has a reason to believe an employee's medical condition could impact their ability to perform job functions or create a safety hazard. The Village follows HIPAA Federal laws to protect the privacy of any health information from being disclosed without the patient's consent or knowledge.
- Access to employee medical records is limited to the Village Administrator and the Finance Director/Village Treasurer.
- All documentation pertaining to an employee's health must be sent to the Village Administrator, and no copies are to be retained in paper or electronic formats by any other person or department.
- Disclosure of the previously mentioned information is limited to legitimate business purposes, such as administration of benefits, reasonable accommodation decisions, and medical leave determinations, or any other purpose mandated by law.
- The Village limits disclosure of medical information to supervisors on a "need-to know basis" when necessary to disclose a staff member's need for time off, work restrictions or needed accommodations.
- In accord with the provisions of Sec. 103.13 of the Wisconsin Statutes, employees can request access to their own medical records.

Personnel Records and Employment References

Personnel records are the property of the Village of Sister Bay and access is restricted in accordance with Wisconsin Statutes. Access to an employee's personnel records is governed by Sec. 103.13 of the Wisconsin Statutes. Should an employee want to review their personnel record, they must contact the Village Administrator. All requests from sources outside the Village of Sister Bay for personnel information or employment references concerning applicants, current employees, and former employees shall be forwarded to the Village Administrator and will be addressed in accordance with Sec. 19/36(10)(10) of the Wisconsin Statutes.

Performance Evaluations

Performance evaluations will be conducted on an annual basis, coordinated with the Village budgeting process. These are an important opportunity to let employees know how they are performing, how performance can improve, and for the Village to receive input from the employee concerning training, supervision, job difficulties and other valuable feedback. In addition, performance directly relates to the Village's annual compensation decisions; a successful evaluation results in advancing to the next step in the Village's compensation schedule (aka wage schedule). For employees that have completed one (1) year of employment with the Village, annual step increases occur the first paycheck of the year.

For non-exempt employees, performance evaluations shall be made by the immediate supervisor; exempt employees are evaluated by the Village Administrator. In the case of the Village Administrator, the Board of Trustees shall complete the performance evaluation. Each supervisor shall utilize the Village Performance Review Form, often referred to as the Employee Performance Evaluation Form or in the case of the Village Administrator, the Administrator Performance Evaluation Form.

Municipal Property

Unless an employee has obtained a Facility Use Permit from the Village Clerk and the applicable fees have been paid in full, the personal use of any Village of Sister Bay resources, such as equipment, tools, physical spaces or buildings, and other items for personal reasons is prohibited. If an employee is contemplating the personal use of a Village of Sister Bay resource for a reason that an employee believes is justified, they must obtain the written permission of the Village Administrator prior to using that resource.

Open Door Policy

Employee opinions, suggestions and questions are important to the Village. Employees should speak with their immediate supervisor about issues at work that concern them, or conflicts that they are having with a co-worker. The Village will attempt to provide straightforward responses to their questions and comments. If the employee and their immediate supervisor cannot resolve the issues that have been reported, the Village Administrator, or, if applicable, the Chair of the Personnel Committee shall be contacted in as timely a fashion as possible.

Outside Employment

The Village expects all regular employees to place the responsibilities and obligations of their positions with the Village first, but employees may engage in outside, non-Sister Bay employment, subject to the following conditions:

1. There must not be a conflict of interest between the employee's secondary employment and the work they perform for the Village or any work which is performed on behalf of the Village.
2. If any outside work is affecting the efficiency, quality, and effectiveness of an employee's work with the Village or a potential conflict of interest develops, the Village may request that the employee cease any outside work or end their employment with the Village.
3. If there is even potential for a conflict of interest to arise, Village employees may not perform professional consulting work within the Village limits.
4. No outside employment or consulting work shall be carried on during the employee's work hours with the Village, nor shall any Village-owned vehicles, equipment, supplies, machines, or other property be used for the employee's secondary work.

5. The Village will require that each employee provide their immediate supervisor with a written list of any outside employment they are engaged in or intend to engage in no later than May 1st of every year.

Personal Communications and Internet Usage

Generally speaking, during working hours Village employees are not allowed to use Village resources (paid time and/or Village owned equipment such as a computer, cell phone or desk telephone) to make or receive personal telephone calls or texts, or conduct non-work related internet searches. Village officials do acknowledge that from time to time an employee may have no alternative but to make or take a personal phone call or use Village equipment while working, but such usage must be kept to a minimum and may only occur on rare occasions. If at all possible, personal phone calls, texts and web browsing should occur during lunch hours or when breaks are taken.

Employees in the Parks & Streets Department, the Utilities Department, the Code Compliance Officer, and some employees in the Marina Department, may be assigned a cellular phone to perform their job duties. With limited exceptions listed elsewhere in this handbook, such phones are to be used for work purposes only. A password or PIN will be assigned to the phone and a copy of the password or PIN will be kept in the employee's personnel file. Upon termination, the employee is to return the phone to their immediate supervisor. Upon the employee's termination, the Village will take all steps necessary to ensure the employee's information and search history is not transferred to a new user. Therefore, whenever possible the subscriber identity module (SIM) card, or the embedded SIM (eSIM) built into the phone, will be removed or cleared and any data retained in the employee's personnel file. A new SIM card will be installed (for phones using a card) and the phone reassigned to a new employee.

Personal Property

The Village reserves the right to conduct searches and inspections of employees, their personal items, and property that is provided to them by the Village of Sister Bay, when, in the Village's opinion, a business need, probable cause, or reasonable suspicion exists. The Village may conduct such searches and inspections without notice.

Public Records/Media Contact

Only the Village Clerk, who is the Village's designated records custodian, may respond to a public records request. Should any employee receive a records request, they should immediately forward that request to the Village Clerk. The Village Administrator or their designee will serve as the authorized media spokesperson for the organization, and, therefore, any requests for comment or interviews regarding official Village business must be directed to the Administrator.

Safety

Job safety is very important to all. The Village requires safe work practices of all employees and expects them to conduct themselves carefully and safely at all times. Employees are expected to observe all safety procedures and rules, and they must also use the required personal protective equipment (PPE) as outlined in their department's Safety Handbook.

All work areas must be kept clean and free from debris and clutter, and tools and equipment must be kept

clean and in good repair. Any accident, hazard, or unsafe condition or equipment is to be corrected and reported to a supervisor. If an employee is involved in or witnesses an accident while working, they must report it immediately to a supervisor. Supervisors must maintain a safe work environment, enforce safety rules, and train staff.

A copy of each department's Safety Handbook is distributed separately from this handbook to each employee. Employees must familiarize themselves with these rules and abide by them. If there is a question about one or more of the rules, please contact the immediate supervisor.

Social Media

The Village encourages the use of social media to further the goals and the mission of Village departments. Departments may use social media to conduct departmental business, provided they follow the policies outlined below.

1. Social media sites must be approved by the Village Administrator prior to implementation. Unless otherwise approved departmental use of social media will be for one-way communication only.
2. Social media sites are subject to the State of Wisconsin open records laws. Any content maintained in social media format that is related to Village business, including a list of subscribers and posted communications, is a public record. Social media sites shall clearly indicate that any articles and other content posted or submitted for posting are subject to public disclosure.
3. The Village website and citizen portal shall remain the Village of Sister Bay's primary and predominant internet presence. Social media is used to disseminate time-sensitive information as quickly as possible, and to increase the Village's ability to communicate with the widest audience. Where possible, content posted to social media sites will be posted to the Village website/citizen portal.
4. Social media sites shall comply with all other applicable policies and standards, including but not limited to the Village's technology policy, its ethics policy, and the anti-harassment and discrimination policy contained in this Handbook.
5. Personal use of social media sites is prohibited during work hours. Employees should have no expectation of privacy in the use of social media accessed during work hours and/or via Village-owned technology resources. The Village of Sister Bay may monitor employees' social media activities during work hours on Village-owned resources.

The Village of Sister Bay respects employees' privacy and wants all its employees to be aware of their rights as an employee. In accordance with state law,

1. The Village may access information, such as a password or PIN, on any electronic device provided to the employee by the Village.
2. The Village may not request the employee's access information for the employee's non-Village or personal internet accounts.
3. The Village may discipline an employee or terminate their employment if the determination is made that they have transferred proprietary, confidential or financial data to their personal internet account.
4. The Village may restrict access to certain websites while using the Village's equipment or network.
5. The Village may view, access or use the employee's personal internet account if it is available in the public domain.
6. The Village may request or require employees to provide their personal email addresses to their immediate supervisors.

Tobacco Usage

Smoking, including electronic cigarettes, vaping devices, and the use of tobacco products, is prohibited in any Village of Sister Bay buildings, vehicles, while operating any equipment, or inside any roofed, permanent structures in the parks in Sister Bay. Smoking will only be permitted outside of Village of Sister Bay buildings and vehicles/equipment in designated areas, during designated work break times, and in accordance with Wisconsin law.

Weapons

The Village intends to promote a safe environment for employees and other individuals who interact with its employees.

1. A "weapon" is any device designed as or intended to be a weapon that is capable of producing death or harm to another person including, but not limited to, firearms, handguns and explosive devices.
2. The Village strictly prohibits the possession, control, use, or threatening the use of a weapon in the course of employment whether on or off Village premises. This prohibition does not apply to law enforcement officers performing their official duties.
3. Storage of weapons in an employee's personal vehicle while the vehicle is on Village property or while the vehicle is being used in the course of employment must be compliant with Wisconsin law, and all such weapons must be secured at all times.

Workplace Violence

The Village will not tolerate any threatening or abusive conduct or acts of violence by or against any Village employees, Trustees, committee members, or the members of the public, in the course and scope of employment or at any function that the Village sponsors. Employees must report to any member of management any threats or violence that they have suffered or witnessed. Even without a specific threat, employees should report any behavior they have witnessed that could be perceived as threatening or violent or that could endanger the health and safety of another person. The Village will take steps to protect employees from retaliation or intimidation for making a report or participating in a related investigation.

Any reported act or threat of violence will be taken seriously and investigated promptly. To the extent possible, the Village will keep any such report confidential; however, the Village cannot guarantee absolute confidentiality. Any person reported to have made threats, or who exhibited threatening behavior or engaged in violent behavior will be removed from the premises as quickly as safety permits and shall remain off Village property pending the outcome of an investigation.

Any violation of this policy by an employee may result in disciplinary action or involuntary termination. The Village reserves the right to take any legal steps needed to protect its employees and third parties, including involving law enforcement.

Personal Injury/Incident/Accident Reporting

Village employees are responsible for reporting any injuries, or incidents and accidents they may have been a party to, whether damage actually occurred or not. The Village expects all of its employees to notify their immediate supervisors as soon as possible whenever they or other persons have been injured, or when there has been an accident involving an employee, Village equipment or property, or other

persons' personal property. Incident and accident reporting forms are available from the supervisors. Once completed, the completed form(s) should be returned to the affected employee's immediate supervisor along with any supporting documentation. The supervisor will then complete the form and submit it to the Village Administrator, who may file an incident report with the Village's insurance carrier.

GRIEVANCE PROCEDURE

This policy is not intended to create a legally binding contract or change the "at-will" nature of employment for any Village employees.

1. This grievance procedure only applies to Village employees; since this handbook is for employees, it does not apply to elected officials or persons appointed to serve on boards, commissions or committees.
2. This grievance procedure applies only to issues concerning workplace safety, discipline, and involuntary termination.
    a. For purposes of this policy, "workplace safety" means conditions of employment affecting physical health or safety, safe operation of workplace equipment and tools, personal protective equipment, and workplace violence. "Workplace safety" does not include general working conditions unrelated to physical health and safety, such as hours, overtime, leaves of absence, work schedules, breaks, vacation, performance reviews, compensation, etc.
    b. For purposes of this policy, "involuntary termination" does not include layoffs, workforce reductions, voluntary terminations including resignations and retirements, job abandonment, end of employment because of disability, lack of qualifications or licensure or other inability to perform job duties, or any other cessation of employment not involving involuntary termination.
    c. For purposes of this policy, "employee discipline" shall include any employment action that results in an unpaid disciplinary suspension, disciplinary reduction in pay or benefits, or disciplinary demotion; it includes verbal and written warnings. It shall not include plans of correction or performance improvement, performance evaluations or reviews, documentation of employee acts and/or omissions, counseling, coaching, meetings, or other pre-disciplinary action, administrative suspension with pay, administrative suspension without pay pending investigation of alleged misconduct or nonperformance, non-disciplinary wage, benefit or salary adjustments, or any other action taken for non-disciplinary reasons.
3. Every reasonable effort should be made by supervisors and employees to resolve questions, problems, and complaints together. Thus, employees should first discuss any issues concerning the subjects covered by this grievance procedure with their immediate supervisor, who shall inform the Village Administrator, who shall in turn inform the Chair of the Personnel Committee that a grievance has been filed within three (3) working days, either by e-mail or verbally.
4. If the complaint is not resolved by the immediate supervisor, or is about the supervisor, the employee may file a written grievance with the Village Administrator no later than seven (7) workdays from the date that the employee first knew, or should have known, of the condition or circumstance giving rise to the grievance. If the grievance is about the Village Administrator, the grievance shall be filed with the Chairperson of the Personnel Committee. It is not uncommon for a series of grievances to go unreported until they have accumulated to a point of intolerance, and in such cases the seven (7) workday filing may not be possible. If that is the case a special exception may be made by the Village Administrator, or, if a referral has been made, by the Chair of the Personnel Committee.

    Grievance forms are available in the Village Administration Office, and the written grievance must include the affected employee's name, job title, a statement of the grievance, the date of the event or circumstances giving rise to the grievance, identification of the policy/procedure/rule that is being

challenged, the employee's signature and the date of signing. Upon receipt of the grievance, the Village Administrator may determine that a third party should actually investigate the grievance. If that is the case, the employee will be notified that the matter has been referred to a third-party investigator.

5. If the matter has not been referred to a third-party investigator, the affected employee's supervisor or the Village Administrator may schedule a meeting with the employee and other relevant parties, but this meeting must occur within ten (10) workdays of the supervisor or the Administrator's receipt of the grievance. The supervisor or the Village Administrator must provide a written response within ten (10) workdays of receiving the grievance or within ten (10) workdays of the meeting. The written decision of the supervisor shall be final unless the employee files a written request for review with the Village Administrator no later than five (5) workdays from the date of the written decision. The Village Administrator may schedule a meeting with the employee and other relevant parties, but this meeting must occur within ten (10) workdays of receiving the request for review. The Village Administrator will provide a written response within ten (10) workdays of either receipt of the request for review or the date of the meeting, whichever is later. If the Village Administrator has already reviewed the matter as set forth above, the provisions of this paragraph do not apply, and the next step is for the parties to appear before an impartial hearing officer.
6. The written decision of the affected employee's supervisor, the Village Administrator or the third-party investigator shall be final unless the employee files a written request with the Personnel Committee no later than five (5) workdays after the date of the written decision, and requests a hearing before an impartial hearing officer (IHO) selected by the Village. The IHO shall not be a Village of Sister Bay employee, and the hearing shall be conducted as soon as practicable.
    a. The hearing shall be transcribed only if one or both parties agree to bear the cost. Witnesses may provide oral information if they are present, but written witness statements in lieu of a personal appearance are prohibited. Written documents may be submitted.
    b. The IHO will determine which witnesses may speak and which documents will be accepted. The hearing is to be informal and the rules of evidence do not apply; however, no factual finding can be based solely on hearsay. There shall be no discovery. The IHO may request oral or written arguments. The IHO may also decide that a hearing is not necessary, and that they can make a decision solely on submission of written documents.
    c. The sole question to be answered by the IHO is whether the Village's decision was arbitrary and capricious. The grievant shall bear the burden of proof. The IHO must sustain or deny the Village's decision; the IHO does not have the authority to modify the decision, nor to grant, in whole or part, the specific request of the grievant. The IHO shall provide a written decision within thirty (30) calendar days of the hearing date or final submission of written documents.
7. The decision of the IHO shall be final unless the grievant or the Village of Sister Bay files a written request for review by the Village Board with the Village Clerk no later than five (5) workdays from the date of the IHO's written decision. The Village Board shall review the matter as soon as practicable, and only the issues raised before the IHO may be appealed and considered by the Board. The Board shall not hear from any witnesses or take any additional documents or any other evidence, but rather will limit its review based on the written record before the IHO. The Board is not to substitute its judgment for that of the IHO, but, rather, will limit its determination to whether a rational basis exists for the IHO's decision. A simple majority vote of the Board shall decide the appeal. The Board decision shall be final and is not subject to any further review.
8. Failure of the grievant to process a grievance within the time limits, or pursuant to agreed-upon written extensions, shall constitute a termination of the grievance; it shall not be processed any further and cannot be re-filed. The Village's failure to meet the timelines shall cause the grievance to automatically move to the next step.

9. All expenses incurred by either party in investigating, preparing, presenting or responding to a grievance shall be borne by the party actually incurring the expense. The cost of the IHO shall be borne by the Village.

DISCIPLINE

To ensure compliance with this Handbook, the Village may terminate an employee; however, in most cases, the Village prefers to follow a disciplinary process. The severity of the infraction will determine whether the employee receives discipline or is terminated.

Corrective Action Plan/Self-Improvement Plans

The purpose of corrective action plans, often referred to as self-improvement plans, are to eliminate inappropriate conduct, violation of policies, improper behavior or performance problems. Corrective action plans are not considered a form of discipline, rather they are a means to improve behavior or correct a deficiency.

Disciplinary Action

If there are violations of the provisions of this Handbook, an employee may face disciplinary action. Discipline may include, but is not limited to, oral or written warnings, suspensions without pay, work restrictions, job transfers, involuntary termination or any other form of discipline, counseling, or correction deemed necessary under the circumstances. The specific measures taken will depend upon the nature and severity of the conduct and the surrounding circumstances.

INVOLUNTARY TERMINATION

The decision to terminate a Village of Sister Bay employee shall be made by that employee's immediate supervisor, after consultation with the Village Administrator. After consultation with the Chair of the Personnel Committee, the Village Administrator has the authority to terminate the employment of a supervisor, and the Village Administrator may be terminated by a majority vote of the Village Board, or as their contract prescribes.

ACKNOWLEDGEMENT

I have received a copy of the Village of Sister Bay Employee Handbook that was adopted on _____. I understand that it is my responsibility to read and comply with the policies contained in the Handbook as well as any revisions that are made to it. I also understand that if I have any questions about the content of the Handbook, I should speak with the Village Administrator to obtain answers to those questions.

I understand that the Village of Sister Bay has the right to change any provision in this Handbook at any time, and that I will be bound by any such changes, but it is my understanding that whenever revisions are made to this Handbook the Village will make every attempt possible to alert all of its employees to those revisions.

I acknowledge that nothing in this Employee Handbook constitutes a guarantee of employment or an employment contract of any kind. I also understand that my employment is "at-will" unless otherwise provided by Civil Service, applicable law or ordinances, or, if one exists, the provisions of a collective bargaining agreement. I understand that "at-will" employment can be terminated at any time for any reason, with or without cause or notice.

Name: _____
(Please Print)

Signature: _____

Date: _____

SISTER BAY
EMPLOYEE GRIEVANCE FORM

Name of Grievant: _____
Department: _____
Job Title: _____
Best Method to Contact Grievant (email, phone)
Email: _____
Phone: _____
Date of Occurrence: _____
Location: _____
Grievance Type: _____ Type 1(documentation, possible investigation, no disciplinary action) or,
_____ Type 2 (documentation, mandatory investigation, mandatory disciplinary action)
Grievance Summary Statement (attach additional pages, if necessary):

_____
_____
_____
_____
_____
_____

Policy or Regulation Violated (attach additional pages, if necessary):

_____
_____
_____
_____
_____
_____

Witness(es): _____
_____

Resolution Requested/Recommended Action/Relief (if any):

_____
_____
_____
_____
_____
_____

Grievant Signature: _____
Date Signed: _____ Date Submitted to Supervisor or Administrator: _____

The Village Supervisor, Village Administrator, or Chair of the Personnel Committee (if appropriate), will contact the employee after receipt of this form and provide further information about the grievance, as allowed in this policy.

For Office Use Only
Date Grievance Received:
Investigator Assigned:
Date Grievance Referred to Investigator:

STAFF REPORT

Employee Contracts

Attached is our revised draft employee contract template, as well as some thoughts from our consultant. Please see the edits in red.

EMPLOYMENT AGREEMENT
SUPERVISORS/ASSISTANT MANAGER/TREASURER/CLERK
VILLAGE OF SISTER BAY

This Agreement entered into this __ day of _____, 20__, by and between the Village of Sister Bay (hereinafter referred to as the "Village") and _____ (hereinafter referred to as the "Employee"), collectively as the "Parties", and,

WHEREAS, the Parties have agreed to the following specifications; and, NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1) The Employee agrees to be employed as _____ and perform that position pursuant to the job description which has been adopted by the Village of Sister Bay Personnel Committee, a copy of which is attached hereto and made a part of this Agreement.
2) The Employee agrees to perform the position of _____ to the best of their abilities and pursuant to the terms of the job description described above and the provisions of this Agreement, and, any other direction that the Village Board may require of them in the course and scope of their duties as _____, provided such other direction is agreed upon in writing beforehand by both employee and Board.
3) This Agreement shall be for an indefinite term unless terminated by either Party according to item number 8, below, of this Agreement or as may be amended. The Parties may modify the compensation, benefits or other terms of this Agreement upon written agreement of the Parties.
4) The salary for this position is set by the village compensation Schedule and shall be $_____ beginning _____ and shall increase on the Employee's one year anniversary, and then annually in conjunction with the annual increase afforded other Village employees. Cost of Living Adjustments are additional to the salary, if approved by the Village.
5) The Village agrees to pay all insurance premiums for the Employee to participate in the Village's Health, Dental and Vision plans.
6) Vacation, sick leave, personal days, bereavement, and other benefits are all as described in the Village Employee Handbook.
7) Either party may terminate this Agreement by providing the other party thirty (30) days written notice of their intent to terminate this Agreement. Any termination by the Employee shall be voluntary; absent a thirty (30) day notice, the Employee ~~shall forfeit any accrued Paid Time Off~~ [what would you like to add here?]. Any termination by the Village will be for cause. The reasons for said termination by the Village shall be given to the Employee in writing at the time of the notification of the termination, with termination effective thirty (30) days from the notice of termination. After the notice of termination is provided to the Employee, the Village reserves the right to require the Employee to vacate the premises until the thirty (30) day termination date is effective. [Our consultant cautions us about providing a 30 day period – a disgruntled employee could do damage during that period.]

a) Following the election of the Village Board, the Parties agree that there shall be a 6-month period of time after the election during which the Employee cannot be terminated except for just cause or violations of the Wisconsin Statutes or Administrative Code.
b) The termination of the Employee cannot occur except for just cause or a violation of the Wisconsin Statutes or Administrative Code and shall require a three-quarters vote of the membership of the Village Board to approve the termination.
c) If the Employee's employment is terminated by the Village without just cause, the Employee shall receive as a severance benefit the equivalent of 12 months' salary in a lump sum, with the village continuing to provide Health, Dental and Vision insurance up to 12 months through COBRA, continue HSA contributions for up to 12 months, and provide WRS benefits including Village contributions on the Employee's behalf to the Wisconsin Retirement System which would have been made had the Employee not been terminated.
d) The severance benefits shall represent full compensation and payment for all claims that may be made by the Employee under this Agreement.
e) For purposes of this section, just cause is defined as:
    i) Harassment or discrimination;
    ii) Fraud, embezzlement or theft;
    iii) Misconduct damaging to the Village, its reputation, services or citizens;
    iv) An intentional violation of any Wisconsin Statute or Administrative Code provision;
    v) Being convicted of a felony or a misdemeanor criminal offense;
    vi) A breach of the terms and conditions of this Employment Agreement.

8) Where this Agreement is silent, it is the intent to follow the policy in place as part of the Village Employee Handbook with regard to benefits and procedures.
9) If mandatory as part of the job duties, the Village agrees to provide a cellular phone and/or use of a Village vehicle for Village duties per the Village Employee Handbook. If no cellular phone is required as part of the job duties, and the Employee uses their personal cellular phone for incidental Village business, the Employee shall be provided a monthly stipend of $25.
10) This Agreement constitutes the entire Agreement of the Parties and no oral representations by either party shall become a part hereof unless reduced to writing and attached hereto.

Dated the day, month and year first above stated.

Village of Sister Bay:

By:_____ _____
Village President Employee

Attest:

By:_____
Village Clerk

(If the Clerk is the Employee, above, the attestation shall be fulfilled by the Treasurer)

STAFF REPORT
Housing - Allocation for Legal Fees

As the Board is aware, the Housing Committee has developed a draft housing model and is near completion of that draft. They had requested funding to develop a plan for the Wiltse property so they could get infrastructure estimates and complete their housing model proposal. The money for the preliminary plat/determining the cost estimate was put in the 2026 budget. When the Finance Committee discussed the request, they proposed that money also be allocated for an attorney to review the model. This matter ($5000 allocation) has been referred for Board approval.

Village of Sister Bay
CLERK REPORT

Meeting Date 12/16/2025

Recommendation: That the Village Board approve the following list of individuals to act as Election Officials for the 2026 – 2027 term.

Background: Wisconsin Statues require that the board chairperson of each municipality shall nominate to the governing body no later than their last regular meeting in December of each odd- numbered year the necessary election officials for each polling place for the subsequent election cycle. The two major political parties have until November 30th of the year to nominate officials for the upcoming term. The Village of Sister Bay received lists from both major parties this year and those names are highlighted in the list below. *Party nominated election officials must be given preference over non-affiliated workers.* In addition to the Village's returning poll workers, Sister Bay should have no trouble staffing the polls for the 2026 – 2027 election cycle. The nominees are as follows:

Samantha Blake – DEM SVD
Roger Hoover – REP
Jill Lhost

JoAnne Morris
Lynnann Reuter*SVD

Mary Smythe - DEM
Christy Sully*
Kathy Wagner

Julie Thyssen, Clerk
Sarah Berges, Deputy Clerk
Kara Kroll, ERO and SVD

*chief inspectors Party-Nominated Inspectors

WI Stats 7.30(2)(a) defines "election official" as one who is a qualified elector of a county in which the municipality where the official serves is located. All officials appointed under this section shall be able to read and write the English language, be capable, and be of good understanding, and may not be a candidate for any office to be voted for at an election at which they serve.

If a vacancy occurs, the vacancy shall be filled by appointment of the municipal clerk. The same qualifications that applied to original appointees shall be required of persons who fill vacancies except that if a municipal clerk or deputy clerk fills the vacancy, the clerk or deputy, but not more than a total of 2 individuals in any municipality, may serve without regard to the clerk's or deputy's county of residence if the clerk or deputy meets the other qualifications.

Respectfully submitted,
Julie Thyssen, Village Clerk

Staff Report – Village of Sister Bay Mill Rate and other updates

Date: December 18, 2025

Board/Committee: Village Board

Author: Vlad Gannik, Financial Specialist/Village Treasurer

Village of Sister Bay Mill Rate for 2025:

On December 2, 2025, the Door County Treasurer finalized the mill rate for the Village of Sister Bay. Please refer to the attached summary for further details.

NET MILL RATE REPORT 2025

REPORT #: PRINTLISTPLST
RUN DATE: 12/02/2025
RUN TIME: 08:59:21 AM
PAGE: 1

181 - VILLAGE OF SISTER BAY

Group 1

Description	Tax Rate	Credit Rate	
DOOR COUNTY	0.002464243		
LOCAL	0.004855670		
N.W.T.C.	0.000590232		
GIBRALTAR SCHOOL	0.002573326	0.000486205	
Totals	0.010483471	0.000486205	Net = 0.009997266

Lottery Credit Base $27,000
First Dollar Maximum Credit Value $9,000
Equalized Value School Tax Credit 0.002312931 GIBRALTAR SCHOOL

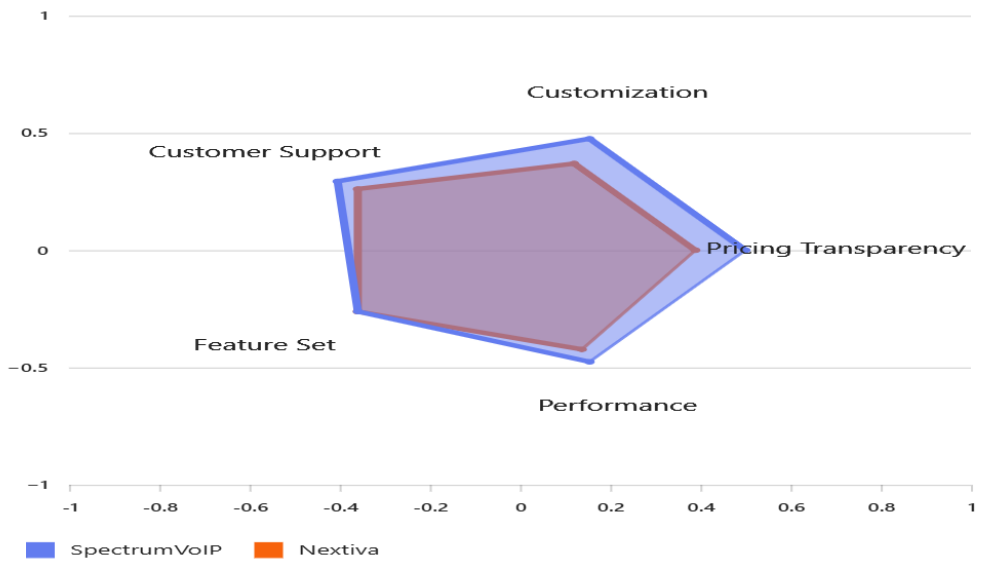
The Village's calculations matched the County's, which was great news. The County questioned our process, but after we provided details, everything aligned. As you know, the 2026 budget process included assumptions for TIDs increments from the start.

For 2025, the municipal mill rate is set at $4.86 per $1,000 of home value, compared to $5.24 in 2024, resulting in a reduction of $0.38 per $1,000. For a home valued at $500,000, this equates to a savings of approximately $190 for the Village of Sister Bay's property tax portion. Additionally, the combined mill rate across all taxing jurisdictions decreased from $10.92 per $1,000 of home value in 2024 to roughly $10.00 per $1,000 in 2025, leading to an overall reduction of $0.92 per $1,000 of home value. For a home valued at $500,000, this equates to a savings of approximately $460 across all taxing jurisdictions. The goal is to keep Village of Sister Bay's mill rate steady or lower in the coming years.

Spectrum VoIP Phone System:

On December 2, 2025, the Village of Sister Bay transitioned its phone system from Nextiva VoIP to Spectrum VoIP.

Visual comparison chart between SpectrumVoIP and Nextiva based on the key factors:



Interpretation

- SpectrumVoIP scores higher in Pricing Transparency, Customization, and Customer Support.

- Both providers are strong in Feature Set, but Spectrum VoIP slightly edges out in Performance.
- Overall, SpectrumVoIP is better suited for small businesses prioritizing budget clarity, flexibility, and reliable support.

Furthermore, Spectrum VoIP offers a robust digital platform with numerous features included in its pricing, such as an advanced video conferencing tool equipped with an AI assistant capable of generating digital transcripts of meetings. This user-friendly transcription service can significantly streamline the creation of meeting minutes, thereby reducing clerical workload and saving valuable time. As a result, the transition to Spectrum VoIP not only enhances flexibility and support but also brings practical efficiencies to the Village's operations.

Ice Rink Operation:

Starting December 6, 2025, the Village of Sister Bay Ice Rink is open for the season, giving everyone a fun place to hang out. Erik, Andrew, and I are making sure all the money stuff at the rink is right, from the front desk to the bank. We also added sales tax to the ice rink prices, as the Finance Committee wanted.

Village of Sister Bay Insurance:

Additionally, starting December 11, 2025, we have received our 2026-2027 Coverage Checkup from our insurance team, McClone. The increase in coverage is due to the addition of a new Parks Building and updating of our vehicle list. Notably, there has been a decrease in Workers' Compensation costs, attributed to the Modification Factor, the average number of claims over a six-year period, and the accuracy observed during the Workers' Comp Audit that took place in February/March of 2025.

Premium Comparison

Coverage	2025-2026	2026-2027
General Liability	**$ 6,782**	**$ 6,810**
Law Enforcement Liability	**$ 312**	**$ 312**
Public Officials Errors & Omissions	**$ 8,458**	**$ 8,587**
Auto Liability	**$ 3,663**	**$ 4,262**
Auto Physical Damage	**$ 4,182**	**$ 4,722**
No Fault Sewer & Water Backup	**$ 2,065**	**$ 2,109**
Property	**$ 49,268**	**$ 53,783**
Inland Marine	Included	Included
Equipment Breakdown	Included	Included
Crime & Bonds	**$ 500**	**$ 500**
Workers Compensation	**$ 24,381**	**$ 23,182**
Total Premium	**$ 99,611**	**$ 104,267**

Banking Updates:

Collaboration with Nicolet Bank greatly benefits the Village of Sister Bay. A year ago, I reported that the Village secured highly favorable interest rates for operational accounts, unlike many neighboring municipalities, which earn fractions of a percent. The Village of Sister Bay enjoys rates in the low-to-mid 4 percent range, resulting in substantial additional interest income for Utilities, Marina, and Village operations. The goal is continuous improvement in the banking sector.

Village of Sister Bay
Board Report

Meeting Date: December 16, 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		$ 143,975.39	
Bank fees & bills paid electronically		1,079.50	
Village Total			*$ 145,054.89*
Special Revenue Funds bills		$ 705.70	
Special Revenue Sales Tax		-	
Bank fees & bills paid electronically		-	
Minor Funds Total			*$ 705.70*
Debt Service	Village	$ -	
	Special Revenue	-	
	Marina	-	
	Utilities	25,465.83	
Debt Service Total			*$ 25,465.83*
CIP/TIF bills prepaid		$ 106,570.62	
CIP/TIF Bank fees paid electronically		-	
CIP/TIF total			*$ 106,570.62*
Water fund bills prepaid		$ 10,575.16	
Wastewater fund bills prepaid		25,813.17	
Collection fund bills prepaid		3,981.09	
Bank fees & bills paid electronically		-	
Utility total			*$ 40,369.42*
Marina bills prepaid		$ 185,748.65	
Marina sales tax		$ 227.24	
Marina credit card fees & bills paid by EFT		$ 201.05	
Marina Total			*$ 186,176.94*
Net payroll:	PR 11/14, 11/28	$ 59,606.97	
State taxes paid online		3,289.39	
Retirement paid online		11,610.64	
Payroll/taxes total			*$ 74,507.00*
TOTAL ALL BILLS			**$ 578,850.40**

Respectfully submitted,

Volodymyr Gannik

Volodymyr Gannik
Financial Specialist/Village Treasurer

Report Criteria:
Detail report.
Invoice detail records above $0 included.
Only paid invoices included.
Invoice Detail.Input date = 11/15/2025-12/12/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided	GL
10005									
10005	ACTION ELECTRIC INC	1803	WELL #1 & #3- CHECK HEATER	12/01/2025	192.50	192.50	12/11/2025		610
10005	ACTION ELECTRIC INC	1803	WWTP - LIGHT POLE RECEPTA	12/01/2025	125.00	125.00	12/11/2025		620
10005	ACTION ELECTRIC INC	1803	WWTP- CHECK HEATER	12/01/2025	96.25	96.25	12/11/2025		620
10007									
10007	ACTION APPRAISERS INC	3728	2025 MAINTENANCE WORK - N	11/03/2025	2,375.00	2,375.00	11/20/2025		100
10007	ACTION APPRAISERS INC	3743	2025 MAINTENANCE WORK - D	12/01/2025	2,375.00	2,375.00	12/11/2025		100
10198									
10198	ASSOCIATED TRUST COMP	27520	ANNUAL FEE -GENERAL OBLIG	11/14/2025	475.00	475.00	11/20/2025		100
12242									
12242	GA COMPUTER SERVICES	6984	MARINA SECURITY	11/25/2025	269.90	269.90	11/26/2025		690
12242	GA COMPUTER SERVICES	7007	MARINA SECURTITY UPDATE	11/25/2025	400.00	400.00	11/26/2025		690
12242	GA COMPUTER SERVICES	7009	MARINA SECURITY	11/25/2025	90.00	90.00	11/26/2025		690
12242	GA COMPUTER SERVICES	7061	MARINA SECURITY	11/25/2025	400.00	400.00	11/26/2025		690
12242	GA COMPUTER SERVICES	7065	INTERNET BACKUP	12/09/2025	90.00	90.00	12/11/2025		690
12242	GA COMPUTER SERVICES	INV-7010	COMPUTER DESKTOP-SARAH,	11/14/2025	2,969.97	2,969.97	11/20/2025		400
12242	GA COMPUTER SERVICES	INV-7010	WORK- TIME TO MIGRATE TO N	11/14/2025	600.00	600.00	11/20/2025		400
12242	GA COMPUTER SERVICES	INV-7010	PARTS-NEW DELL 24" MONITO	11/14/2025	600.00	600.00	11/20/2025		400
12242	GA COMPUTER SERVICES	INV-7011	UPGRADE WINDOWS 11-LAPTO	10/15/2025	700.00	700.00	11/26/2025		400
12242	GA COMPUTER SERVICES	INV-7012	COMPUTER DESKTOPTHIS WA	10/15/2025	989.99	989.99	12/11/2025		400
12242	GA COMPUTER SERVICES	INV-7012	WORKTIME TO MIGRATE TO NE	10/15/2025	200.00	200.00	12/11/2025		400
12242	GA COMPUTER SERVICES	INV-7012	PARTSDELL LCD MONITOR	10/15/2025	200.00	200.00	12/11/2025		400
12242	GA COMPUTER SERVICES	INV-7013	BARNES COMPUTER-W	10/15/2025	380.80	380.80	12/05/2025		610
12242	GA COMPUTER SERVICES	INV-7013	BARNES COMPUTER-WW	10/15/2025	702.09	702.09	12/05/2025		620
12242	GA COMPUTER SERVICES	INV-7013	LAB COMPUTER	10/15/2025	1,189.99	1,189.99	12/05/2025		620
12242	GA COMPUTER SERVICES	INV-7013	BARNES COMPUTER-C	10/15/2025	107.10	107.10	12/05/2025		630
12242	GA COMPUTER SERVICES	INV-7038	COMPUTER DESKTOP-VLAD JU	11/19/2025	1,979.98	1,979.98	11/20/2025		400
12242	GA COMPUTER SERVICES	INV-7038	WORK- TIME TO MIGRATE TO N	11/19/2025	400.00	400.00	11/20/2025		400
12242	GA COMPUTER SERVICES	INV-7058	ADMIN SECURITY UPGRADES-	11/13/2025	590.00	590.00	11/20/2025		100
12242	GA COMPUTER SERVICES	INV-7060	WORK| | VSB - PARKS OFFICE	11/13/2025	150.00	150.00	11/20/2025		100
12242	GA COMPUTER SERVICES	INV-7087	CASELLE COMPUTER-W	11/27/2025	399.98	399.98	12/05/2025		610
12242	GA COMPUTER SERVICES	INV-7087	CASELLE COMPUTER-WW	11/27/2025	737.46	737.46	12/05/2025		620
12242	GA COMPUTER SERVICES	INV-7087	CASELLE COMPUTER-C	11/27/2025	112.50	112.50	12/05/2025		630
12242	GA COMPUTER SERVICES	INV-7100	ADMIN POWER 1500 AVR BATT	12/04/2025	300.00	300.00	12/05/2025		100
13260									
13260	BHIRDO'S BY THE BAY	October 2025	VILLAGE GAS	11/03/2025	35.12	35.12	11/20/2025		100
13260	BHIRDO'S BY THE BAY	October 2025	SHUTTLE BUS GAS	11/03/2025	361.61	361.61	11/20/2025		100
13260	BHIRDO'S BY THE BAY	October 2025	VEHICLE FUEL ALLOCATION-W	11/03/2025	2.71	2.71	11/20/2025		610
13260	BHIRDO'S BY THE BAY	October 2025	VEHICLE FUEL ALLOCATION-W	11/03/2025	4.99	4.99	11/20/2025		620
13260	BHIRDO'S BY THE BAY	October 2025	VEHICLE FUEL ALLOCATION-C	11/03/2025	.76	.76	11/20/2025		630
13260	BHIRDO'S BY THE BAY	Siaster Bay Ma	MARINA FUEL	11/03/2025	83.60	83.60	11/20/2025		690
14309									
14309	ELAN FINANCIAL SERVICES	4657 11/20/202	OFFICE GOODBYE LUNCH	11/22/2025	140.90	140.90	11/26/2025		100
14309	ELAN FINANCIAL SERVICES	4657 11/20/202	BEEN VERIFIED ADMIN	11/22/2025	28.37	28.37	11/26/2025		100
14309	ELAN FINANCIAL SERVICES	4657 11/20/202	ADOBE ADMIN	11/22/2025	21.09	21.09	11/26/2025		100
14309	ELAN FINANCIAL SERVICES	4657 11/20/202	ZOOM.COM -ADMIN	11/22/2025	159.90	159.90	11/26/2025		100
14309	ELAN FINANCIAL SERVICES	4657 11/20/202	CLERK MINUTES HEYGOV- AD	11/22/2025	269.10	269.10	11/26/2025		100
14309	ELAN FINANCIAL SERVICES	4657 11/20/202	WMCA CLERK	11/22/2025	115.00-	115.00-	11/26/2025		100
14309	ELAN FINANCIAL SERVICES	4657 11/20/202	WHEEL RACK -GLOBAL INDUST	11/22/2025	578.95	578.95	11/26/2025		100
14309	ELAN FINANCIAL SERVICES	4657 11/20/202	AUTOMOTIVE PARTS - PW	11/22/2025	23.41	23.41	11/26/2025		100
14309	ELAN FINANCIAL SERVICES	4657 11/20/202	AUTOMOTIVE PARTS - PW	11/22/2025	224.95	224.95	11/26/2025		100

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided	GL
14309	ELAN FINANCIAL SERVICES	4657 11/20/202	ESRI- ANNUAL SUBSCRIPTION-	11/22/2025	208.22	208.22	11/26/2025		100
14309	ELAN FINANCIAL SERVICES	4657 11/20/202	STEEL RAIN BONNET LID FOR	11/22/2025	437.79	437.79	11/26/2025		100
14309	ELAN FINANCIAL SERVICES	4657 11/20/202	CLERK MINUTES HEYGOV- W	11/22/2025	9.57	9.57	11/26/2025		610
14309	ELAN FINANCIAL SERVICES	4657 11/20/202	DATCP EPAY - WATER LAB	11/22/2025	455.10	455.10	11/26/2025		610
14309	ELAN FINANCIAL SERVICES	4657 11/20/202	CLERK MINUTES HEYGOV- WW	11/22/2025	17.64	17.64	11/26/2025		620
14309	ELAN FINANCIAL SERVICES	4657 11/20/202	CLERK MINUTES HEYGOV- C	11/22/2025	2.69	2.69	11/26/2025		630
14309	ELAN FINANCIAL SERVICES	4657 11/20/202	WI MARINE ASSOC- MARINA	11/22/2025	500.00	500.00	11/26/2025		690
14309	ELAN FINANCIAL SERVICES	4657 11/20/202	LUNCH REIMB-MARINA	11/22/2025	40.76	40.76	11/26/2025		690
14310									
14310	CAPTAIN COMMODES INC	I2467	COMMODE RENTAL - DOG PAR	10/20/2025	114.00	114.00	11/20/2025		100
14310	CAPTAIN COMMODES INC	I2842	COMMODE RENTAL - DOG PAR	11/17/2025	115.25	115.25	12/05/2025		100
14310	CAPTAIN COMMODES INC	I2876	PRETREATMENT PORTA POTTY	11/26/2025	125.00	125.00	12/05/2025		620
14310	CAPTAIN COMMODES INC	I2924	SLUDGE HAULING	11/26/2025	4,244.84	4,244.84	12/05/2025		620
17506									
17506	CELLCOM	003-00320330	UTILITIES PHONE - W	12/05/2025	102.71	102.71	12/11/2025		610
17506	CELLCOM	003-00320330	UTILITIES PHONE - WW	12/05/2025	189.37	189.37	12/11/2025		620
17506	CELLCOM	003-00320330	UTILITIES PHONE- C	12/05/2025	28.89	28.89	12/11/2025		630
17506	CELLCOM	377499	CELLPHONES- PARKS	11/05/2025	268.35	268.35	11/20/2025		100
17506	CELLCOM	377499	CELLPHONES - ZONING	11/05/2025	39.80	39.80	11/20/2025		100
17506	CELLCOM	377499	CELLPHONE - MARINA	11/05/2025	71.62	71.62	11/20/2025		690
17506	CELLCOM	488013	CELLPHONES- PARKS	12/10/2025	268.35	268.35	12/11/2025		100
17506	CELLCOM	488013	CELLPHONES - ZONING	12/10/2025	39.80	39.80	12/11/2025		100
17506	CELLCOM	488013	CELLPHONE - MARINA	12/10/2025	71.62	71.62	12/11/2025		690
17526									
17526	CUMMINS SALES AND SER	F4-251195426	GENERATOR MAINTENANCE -	11/15/2025	1,389.38	1,389.38	11/26/2025		100
20007									
20007	DELTA DENTAL OF WIS	2456897	DENTAL INSURANCE - DECEMB	11/18/2025	533.30	533.30	11/20/2025		100
20007	DELTA DENTAL OF WIS	2460024	VISION INSURANCE - DECEMB	11/18/2025	185.26	185.26	11/20/2025		100
20438									
20438	DEPT OF EMPLOYEE TRUS	125300020260	HEALTH & DENTAL INSURANCE	12/03/2025	27,876.10	27,876.10	12/05/2025		100
20455									
20455	DOOR COUNTY SHERIFF	2025-2800008	SHERIFF SECURITY SERVICE-1	11/04/2025	180.00	180.00	11/20/2025		100
20455	DOOR COUNTY SHERIFF	2025-2800008	SHERIFF SECURITY SERVICE-1	11/04/2025	266.00	266.00	11/20/2025		100
20455	DOOR COUNTY SHERIFF	2025-2800008	SHERIFF SECURITY-FALL FEST	11/04/2025	1,269.31	1,269.31	11/20/2025		100
20455	DOOR COUNTY SHERIFF	2025-2800008	SHERIFF SECURITY FALL FES	11/04/2025	4,086.82	4,086.82	11/20/2025		100
20455	DOOR COUNTY SHERIFF	2025-2800008	SHERIFF SECURITY FALL FES	11/04/2025	1,132.50	1,132.50	11/20/2025		100
20460									
20460	DOOR COUNTY CLERK	Dog Licenses 2	DOG LICENSES 2025	11/17/2025	134.50	134.50	11/20/2025		100
20470									
20470	DWD-Unemployment Insuran	Andrew Christe	ANDREW CHRISTEL UNEMPLO	12/04/2025	947.95	947.95	12/05/2025		690
20512									
20512	EFTPS - ONLINE 941 PAYME	PR1122250	PRINT PAPER CHECK TO UPDA	11/25/2025	2,565.85	2,565.85	11/25/2025		100
20512	EFTPS - ONLINE 941 PAYME	PR1122250	PRINT PAPER CHECK TO UPDA	11/25/2025	2,565.85	2,565.85	11/25/2025		100
20512	EFTPS - ONLINE 941 PAYME	PR1122250	PRINT PAPER CHECK TO UPDA	11/25/2025	600.08	600.08	11/25/2025		100
20512	EFTPS - ONLINE 941 PAYME	PR1122250	PRINT PAPER CHECK TO UPDA	11/25/2025	600.08	600.08	11/25/2025		100
20512	EFTPS - ONLINE 941 PAYME	PR1122250	PRINT PAPER CHECK TO UPDA	11/25/2025	3,519.50	3,519.50	11/25/2025		100
20512	EFTPS - ONLINE 941 PAYME	PR1206250	PRINT PAPER CHECK TO UPDA	12/10/2025	3,531.15	3,531.15	12/10/2025		100
20512	EFTPS - ONLINE 941 PAYME	PR1206250	PRINT PAPER CHECK TO UPDA	12/10/2025	3,531.15	3,531.15	12/10/2025		100
20512	EFTPS - ONLINE 941 PAYME	PR1206250	PRINT PAPER CHECK TO UPDA	12/10/2025	825.84	825.84	12/10/2025		100
20512	EFTPS - ONLINE 941 PAYME	PR1206250	PRINT PAPER CHECK TO UPDA	12/10/2025	825.84	825.84	12/10/2025		100
20512	EFTPS - ONLINE 941 PAYME	PR1206250	PRINT PAPER CHECK TO UPDA	12/10/2025	5,227.78	5,227.78	12/10/2025		100
20514									
20514	ERC INC	ERC-IN-10056	EAP BENEFITS - ADMIN	12/03/2025	22.97	22.97	12/05/2025		100
20514	ERC INC	ERC-IN-10056	EAP BENEFITS - CLERK	12/03/2025	11.48	11.48	12/05/2025		100
20514	ERC INC	ERC-IN-10056	EAP BENEFITS - FINANCE	12/03/2025	11.48	11.48	12/05/2025		100
20514	ERC INC	ERC-IN-10056	EAP BENEFITS - PARKS & STRE	12/03/2025	57.42	57.42	12/05/2025		100
20514	ERC INC	ERC-IN-10056	EAP BENEFITS - WATER	12/03/2025	20.68	20.68	12/05/2025		610

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided	GL
20514	ERC INC	ERC-IN-10056	EAP BENEFITS - WASTEWATER	12/03/2025	41.35	41.35	12/05/2025		620
20514	ERC INC	ERC-IN-10056	EAP BENEFITS - COLLECTION	12/03/2025	6.89	6.89	12/05/2025		630
20514	ERC INC	ERC-IN-10056	EAP BENEFITS - MARINA	12/03/2025	11.48	11.48	12/05/2025		690
30620									
30620	FIRELINE SPRINKLER	6620	FIRE SPRINKLER INSPECTION -	11/21/2025	475.00	475.00	11/26/2025		100
30701									
30701	FRONTIER	920854678009	ADMIN BLDG PHONE-ROLLOVE	11/25/2025	7.00	7.00	12/05/2025		100
30701	FRONTIER	Nov259201590	PHONES-W	11/25/2025	117.29	117.29	12/05/2025		610
30701	FRONTIER	Nov259201590	PHONES-WW	11/25/2025	117.30	117.30	12/05/2025		620
30701	FRONTIER	Oct 2025	ADMIN BLDG PHONE-ROLLOVE	11/04/2025	7.00	7.00	11/20/2025		100
30750									
30750	GOING CO INC	123964 11/01/2	RECYCLING- MARINA	11/01/2025	137.57	137.57	11/26/2025		690
30750	GOING CO INC	123964 11/01/2	GARBAGE- MARINA	11/01/2025	417.55	417.55	11/26/2025		690
30750	GOING CO INC	123997 11/1/20	VILLAGE GARBAGE	11/01/2025	13,863.99	13,863.99	11/20/2025		100
30750	GOING CO INC	123997 11/1/20	VILLAGE RECYCLING	11/01/2025	3,393.36	3,393.36	11/20/2025		100
30750	GOING CO INC	123997 11/1/20	GARBAGE- FALL FEST	11/01/2025	1,358.40	1,358.40	11/20/2025		100
30750	GOING CO INC	123997 12/01/2	VILLAGE GARBAGE	12/01/2025	12,437.39	12,437.39	12/05/2025		100
30750	GOING CO INC	123997 12/01/2	VILLAGE RECYCLING	12/01/2025	2,499.97	2,499.97	12/05/2025		100
30750	GOING CO INC	125521 11/1/20	RECYCLING - PARKS BLDG	11/01/2025	107.21	107.21	11/20/2025		100
30750	GOING CO INC	125521 12/1/20	GARBAGE - MAINT	12/01/2025	113.30	113.30	12/05/2025		100
30750	GOING CO INC	127747	GARBAGE -POST OFFICE	12/01/2025	109.98	109.98	12/05/2025		100
30750	GOING CO INC	296661	WWTP RUBBISH REMOVAL	12/01/2025	141.02	141.02	12/11/2025		620
30750	GOING CO INC	325803 11/01/2	RECYCLING - FIRE STATION	11/01/2025	57.05	57.05	11/20/2025		100
30750	GOING CO INC	325803 12/1/20	RECYCLING - FIRE STATION	12/01/2025	57.80	57.80	12/05/2025		100
30751									
30751	GREAT-WEST TRUST COMP	PR1122250	Great West Deferred Comp. DEF	11/25/2025	160.00	160.00	11/25/2025		100
30751	GREAT-WEST TRUST COMP	PR1122250	Great West Deferred Comp. DEF	11/25/2025	100.00	100.00	11/25/2025		100
30751	GREAT-WEST TRUST COMP	PR1206250	Great West Deferred Comp. DEF	12/10/2025	160.00	160.00	12/10/2025		100
30751	GREAT-WEST TRUST COMP	PR1206250	Great West Deferred Comp. DEF	12/10/2025	100.00	100.00	12/10/2025		100
31809									
31809	HSABANK	December 202	EMPLOYEE CONTRIBUTION - D	12/04/2025	435.00	435.00	12/05/2025		100
31809	HSABANK	Julie Thysse D	EMPLOYER CONTRIBUTION - J	12/04/2025	775.00	775.00	12/05/2025		100
31825									
31825	HOLIDAY WHOLESALE	2204329	TKH CONCESSION SUPPLIES	12/02/2025	705.70	705.70	12/11/2025		205
40963									
40963	INSPECTION SPECIALISTS	November 202	BUILDING INSPECTION - NOVE	12/04/2025	1,794.20	1,794.20	12/05/2025		100
40963	INSPECTION SPECIALISTS	OCT 2025	BUILDING INSPECTION - OCTO	11/15/2025	4,065.10	4,065.10	11/20/2025		100
41210									
41210	LEAGUE OF WI MUNICIPALI	10479 11/17/20	MEMBERSHIP DUES	11/17/2025	3,019.21	3,019.21	11/26/2025		100
41212									
41212	ROBERT E LEE & ASSOC IN	89812	MILL ROAD TRIANGLE PROJEC	12/04/2025	4,038.25	4,038.25	12/05/2025		410
41212	ROBERT E LEE & ASSOC IN	89813	HWY 57 TRAILS	12/04/2025	29,436.87	29,436.87	12/05/2025		400
41215									
41215	DAVE LIENAU	Dacks Expo Na	MILEAGE REIMBURSEMENT - M	12/09/2025	126.00	126.00	12/11/2025		690
41215	DAVE LIENAU	Dacks Expo Na	MEALS AND UBER REIMBURSE	12/09/2025	101.29	101.29	12/11/2025		690
41215	DAVE LIENAU	Wisconsin Mari	MILEAGE REIMBURSEMENT - M	11/20/2025	242.90	242.90	11/20/2025		690
41215	DAVE LIENAU	Wisconsin Mari	MEALS REIMBURSEMENT - MA	11/20/2025	73.78	73.78	11/20/2025		690
41218									
41218	AIRGAS	5520780674	RENTAL FOR ARGON, ACETYLE	11/30/2025	69.75	69.75	12/11/2025		620
41316									
41316	MARCO INC	40396757	GENERAL COPIES	11/01/2025	370.88	370.88	11/20/2025		100
41316	MARCO INC	40396757	ZONING COPIES	11/01/2025	70.34	70.34	11/20/2025		100
41316	MARCO INC	40396757	STR COPIES	11/01/2025	5.90	5.90	11/20/2025		100
41316	MARCO INC	40396757	PUBLIC WORKS COPIES	11/01/2025	7.05	7.05	11/20/2025		100
41316	MARCO INC	40396757	UTILITIES COPIES - W	11/01/2025	.14	.14	11/20/2025		610
41316	MARCO INC	40396757	UTILITIES COPIES - WW	11/01/2025	.02	.02	11/20/2025		620
41316	MARCO INC	40396757	UTILITIES COPIES - C	11/01/2025	.07	.07	11/20/2025		630

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided	GL
41316	MARCO INC	40396757	MARINA COPIES	11/01/2025	.84	.84	11/20/2025		690
41316	MARCO INC	40623858	GENERAL COPIES	11/20/2025	325.33	325.33	12/05/2025		100
41316	MARCO INC	40623858	ZONING COPIES	11/20/2025	125.16	125.16	12/05/2025		100
41316	MARCO INC	40623858	PUBLIC WORKS COPIES	11/20/2025	4.75	4.75	12/05/2025		100
41316	MARCO INC	568424220	UTILITIES COPIES - W	11/07/2025	54.25	54.25	11/20/2025		610
41316	MARCO INC	568424220	UTILITIES COPIES - WW	11/07/2025	100.01	100.01	11/20/2025		620
41316	MARCO INC	568424220	UTILITIES COPIES - C	11/07/2025	15.26	15.26	11/20/2025		630
41319									
41319	MAY'S SPORT CENTER	250886	FILTER /OIL	11/13/2025	218.06	218.06	11/26/2025		100
51410									
51410	NAPA STURGEON BAY	329517	NAPAGOLD FILTER	11/07/2025	137.46	137.46	11/20/2025		100
61539									
61539	OFFICE DEPOT BUSINESS	447966646001	PAPER	11/12/2025	77.55	77.55	11/20/2025		100
61614									
61614	PENINSULA PULSE	37075	BUDGET NOTICE	11/01/2025	260.00	260.00	11/20/2025		100
61614	PENINSULA PULSE	37075	PHN- SIGNS	11/01/2025	132.04	132.04	11/20/2025		100
61637									
61637	PITNEY BOWES INC	3321676504	GENERAL FUND METER RENTA	11/29/2025	145.94	145.94	12/11/2025		100
61637	PITNEY BOWES INC	3321676504	ZONING METER RENTAL	11/29/2025	15.54	15.54	12/11/2025		100
61637	PITNEY BOWES INC	3321676504	UTIL METER RENTAL - W	11/29/2025	16.64	16.64	12/11/2025		610
61637	PITNEY BOWES INC	3321676504	UTIL METER RENTAL - WW	11/29/2025	2.21	2.21	12/11/2025		620
61637	PITNEY BOWES INC	3321676504	UTIL METER RENTAL - C	11/29/2025	10.02	10.02	12/11/2025		630
61637	PITNEY BOWES INC	3321676504	MARINA METER RENTAL	11/29/2025	3.42	3.42	12/11/2025		690
71891									
71891	SECURIAN FINANCIAL GRO	January 2026	LIFE INSURANCE PREMIUMS-J	12/04/2025	334.57	334.57	12/05/2025		100
73003									
73003	VERIZON BUSINESS	63554349	VILLAGE PHONE - LONG DISTA	12/10/2025	.29	.29	12/11/2025		100
80013									
80013	WEIDNER HARDWOOD LUM	32952	CEDAR FOR BENCHES	12/08/2025	852.50	852.50	12/11/2025		100
80016									
80016	WI DEPT OF TRANSPORTAT	395-00004215	HWY 57 TRAIL	12/01/2025	427.16	427.16	12/11/2025		400
82350									
82350	WI PUBLIC SERVICE	0407165881No	WELL #3 - SISTER BAY	11/12/2025	803.71	803.71	11/20/2025		610
82350	WI PUBLIC SERVICE	0407165881No	WELL #3 - LGUD	11/12/2025	267.90	267.90	11/20/2025		610
82350	WI PUBLIC SERVICE	5719310246	STREET LIGHTS	11/25/2025	1,436.56	1,436.56	12/05/2025		100
82350	WI PUBLIC SERVICE	5723727537	ELECTRICITY - INFO BOOTH	12/01/2025	64.11	64.11	12/05/2025		100
82350	WI PUBLIC SERVICE	5723727537	ELECTRICITY - WATER	12/01/2025	978.67	978.67	12/05/2025		610
82350	WI PUBLIC SERVICE	5723727537	ELECTRICITY - WASTEWATER	12/01/2025	10,301.65	10,301.65	12/05/2025		620
82350	WI PUBLIC SERVICE	5723727537	ELECTRICITY - COLLECTION	12/01/2025	551.10	551.10	12/05/2025		630
82350	WI PUBLIC SERVICE	5727418136	MAINTENANCE BLDG	12/03/2025	190.57	190.57	12/05/2025		100
82350	WI PUBLIC SERVICE	5727418136	FUTURE FACILITIES SITE	12/03/2025	19.42	19.42	12/05/2025		100
82350	WI PUBLIC SERVICE	5727418136	VILLAGE HALL	12/03/2025	191.76	191.76	12/05/2025		100
82350	WI PUBLIC SERVICE	5727418136	FIRE STATION	12/03/2025	1,116.14	1,116.14	12/05/2025		100
82350	WI PUBLIC SERVICE	5727418136	ADMIN BLDG	12/03/2025	473.76	473.76	12/05/2025		100
82350	WI PUBLIC SERVICE	5727418136	STREET LIGHTS	12/03/2025	347.28	347.28	12/05/2025		100
82350	WI PUBLIC SERVICE	5727418136	PARKS	12/03/2025	104.04	104.04	12/05/2025		100
82350	WI PUBLIC SERVICE	5727418136	SPORTS COMPLEX	12/03/2025	472.08	472.08	12/05/2025		100
82350	WI PUBLIC SERVICE	5727418136	BIKE TRAIL LIGHTS	12/03/2025	106.62	106.62	12/05/2025		100
82350	WI PUBLIC SERVICE	5727418136	SWALE PUMP	12/03/2025	52.27	52.27	12/05/2025		100
82350	WI PUBLIC SERVICE	5727418136	DOCKS	12/03/2025	683.26	683.26	12/05/2025		690
82350	WI PUBLIC SERVICE	5727418136	BOATHOUSE	12/03/2025	37.83	37.83	12/05/2025		690
99996									
99996	ONE TIME VENDOR	Notary Certifica	NOTARY CERTIFICATION	11/20/2025	50.00	50.00	11/26/2025		100
100091									
10009	BADGER METER INC	80219776	CELLULAR UNITS AND SERVIC	11/26/2025	366.37	366.37	12/05/2025		610
10009	BADGER METER INC	80219776	CELLULAR UNITS AND SERVIC	11/26/2025	190.76	190.76	12/05/2025		610
10009	BADGER METER INC	80219776	CELLULAR UNITS AND SERVIC	11/26/2025	675.48	675.48	12/05/2025		620

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided	GL
10009	BADGER METER INC	80219776	CELLULAR UNITS AND SERVIC	11/26/2025	103.04	103.04	12/05/2025		630
100411									
10041	FERRELLGAS	1131968535	PROPANE FIRE STATION	12/11/2025	929.55	929.55	12/11/2025		100
10041	FERRELLGAS	1132029162	LIBRARY PROPANE	12/11/2025	775.43	775.43	12/11/2025		100
10041	FERRELLGAS	2045164176	WWTP PROPANE	11/25/2025	1,100.60	1,100.60	12/11/2025		620
100466									
10046	GREAT LAKES TV SEAL INC	23773	FOREST LIFT STATION- SEAL T	10/31/2025	2,862.50	2,862.50	11/26/2025		630
100491									
10049	HAWKINS INC	7256931	CHLORINE CYLINDER RENTAL	11/15/2025	10.00	10.00	11/20/2025		610
100516									
10051	INNOVATIVE PRINTING LLC	39869	ENVELOPES - ADMIN	10/31/2025	289.00	289.00	11/20/2025		100
10051	INNOVATIVE PRINTING LLC	39936	ENVELOPES-W	11/17/2025	34.88	34.88	11/26/2025		610
10051	INNOVATIVE PRINTING LLC	39936	ENVELOPES-WW	11/17/2025	64.31	64.31	11/26/2025		620
10051	INNOVATIVE PRINTING LLC	39936	ENVELOPES-C	11/17/2025	9.81	9.81	11/26/2025		630
10051	INNOVATIVE PRINTING LLC	40053	TAX BILL INSERTS	12/10/2025	179.00	179.00	12/11/2025		100
100541									
10054	ITU ABSORB TECH	8631477	RAGS- W	11/11/2025	7.05	7.05	11/20/2025		610
10054	ITU ABSORB TECH	8631477	WWTP LAUNDRY SERVICE	11/11/2025	82.92	82.92	11/20/2025		620
10054	ITU ABSORB TECH	8631477	RAGS- WW	11/11/2025	13.01	13.01	11/20/2025		620
10054	ITU ABSORB TECH	8631477	RAGS- C	11/11/2025	1.98	1.98	11/20/2025		630
100691									
10069	MIDWEST METER INC	0183550-IN	EXT CABLE 10' -1EA, EXT CABL	11/17/2025	352.00	352.00	11/26/2025		610
10069	MIDWEST METER INC	0183561-IN	1 1/2" E SERIES HEX LCD, FOR	11/17/2025	1,259.00	1,259.00	11/26/2025		610
10069	MIDWEST METER INC	0183637-IN	2" E SERIES HEX HRE-LCD - 2E	11/19/2025	2,789.18	2,789.18	11/26/2025		610
100781									
10078	ONE TIME VENDOR	OVERPAYMEN	OVERPAYMENT 3115.02	12/01/2025	214.83	214.83	12/05/2025		001
10078	ONE TIME VENDOR	OVERPAYMEN	OVERPAYMENT 4033.02	11/13/2025	347.61	347.61	11/20/2025		001
10078	ONE TIME VENDOR	OVERPAYMEN	OVERPAYMENT 5114.01	12/03/2025	261.71	261.71	12/05/2025		001
101086									
10108	VIKING ELECTRIC SUPPLY I	S009778643.0	KEYSTE KT-LED54PSHID-EX39-	11/20/2025	772.80	772.80	11/26/2025		100
101207									
10120	DOOR COUNTY HARDWAR	101760 11/30/2	FABRIC REFRESHER LQD-	11/30/2025	17.18	17.18	12/05/2025		100
10120	DOOR COUNTY HARDWAR	101760 11/30/2	GEN SUPPLIES PUBLIC WORK	11/30/2025	34.34	34.34	12/05/2025		100
10120	DOOR COUNTY HARDWAR	101760 11/30/2	GREEN TREAT- BENCHES	11/30/2025	68.97	68.97	12/05/2025		100
10120	DOOR COUNTY HARDWAR	101760 11/30/2	CMAS LGHTS	11/30/2025	99.96	99.96	12/05/2025		100
10120	DOOR COUNTY HARDWAR	101760 11/30/2	GFI ST RECPT -STREET LIGHT	11/30/2025	65.98	65.98	12/05/2025		100
10120	DOOR COUNTY HARDWAR	101760 11/30/2	ANIMAL REPELLANT/INSECT KL	11/30/2025	79.96	79.96	12/05/2025		100
10120	DOOR COUNTY HARDWAR	101760 11/30/2	GREEN TREAT- BENCHES	11/30/2025	17.98	17.98	12/05/2025		100
10120	DOOR COUNTY HARDWAR	502215 Utilitie	19634 -WINDSHILD WASH-W	11/30/2025	2.87	2.87	12/05/2025		610
10120	DOOR COUNTY HARDWAR	502215 Utilitie	19729- TIE PLATE AND FASTEN	11/30/2025	3.01	3.01	12/05/2025		610
10120	DOOR COUNTY HARDWAR	502215 Utilitie	19968- TAPE AND FASTENERS-	11/30/2025	4.31	4.31	12/05/2025		610
10120	DOOR COUNTY HARDWAR	502215 Utilitie	19634 -WINDSHILD WASH-WW	11/30/2025	5.30	5.30	12/05/2025		620
10120	DOOR COUNTY HARDWAR	502215 Utilitie	19729- TIE PLATE AND FASTEN	11/30/2025	5.56	5.56	12/05/2025		620
10120	DOOR COUNTY HARDWAR	502215 Utilitie	19968- TAPE AND FASTENERS-	11/30/2025	7.95	7.95	12/05/2025		620
10120	DOOR COUNTY HARDWAR	502215 Utilitie	19802- BATTERY	11/30/2025	6.99	6.99	12/05/2025		630
10120	DOOR COUNTY HARDWAR	502215 Utilitie	19634 -WINDSHILD WASH-C	11/30/2025	.81	.81	12/05/2025		630
10120	DOOR COUNTY HARDWAR	502215 Utilitie	19729- TIE PLATE AND FASTEN	11/30/2025	.85	.85	12/05/2025		630
10120	DOOR COUNTY HARDWAR	502215 Utilitie	19968- TAPE AND FASTENERS-	11/30/2025	1.21	1.21	12/05/2025		630
10120	DOOR COUNTY HARDWAR	October 2025 #	GEN SUPPLIES-	11/01/2025	30.96	30.96	11/20/2025		100
10120	DOOR COUNTY HARDWAR	October 2025 #	ADMIN BLDG MAINT	11/01/2025	86.93	86.93	11/20/2025		100
10120	DOOR COUNTY HARDWAR	October 2025 #	HOSE SUPPLIES	11/01/2025	32.68	32.68	11/20/2025		100
10120	DOOR COUNTY HARDWAR	October 2025 #	DPW SHOP SUPPLIES	11/01/2025	75.99	75.99	11/20/2025		100
10120	DOOR COUNTY HARDWAR	October 2025 #	OIL-FLUIDS	11/01/2025	98.94	98.94	11/20/2025		100
10120	DOOR COUNTY HARDWAR	October 2025 #	DPW MACH REPAIRS	11/01/2025	14.98	14.98	11/20/2025		100
10120	DOOR COUNTY HARDWAR	October 2025 #	PARK SUPPLIES	11/01/2025	93.94	93.94	11/20/2025		100
10120	DOOR COUNTY HARDWAR	October 2025 #	WEED CONTROL -UTILITY	11/01/2025	45.98	45.98	11/20/2025		620
10120	DOOR COUNTY HARDWAR	October 2025 #	MARINA- BUILDING MAINT	11/01/2025	33.57	33.57	11/20/2025		690

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided	GL
10120	DOOR COUNTY HARDWAR	October 2025 #	DOCK MAINT	11/01/2025	175.50	175.50	11/20/2025		690
101216									
10121	HYDROCORP	CI-09875	COMMERCIAL CROSS CONNEC	11/25/2025	444.79	444.79	12/05/2025		610
10121	HYDROCORP	CI-09875	COMMERCIAL CROSS CONNEC	11/25/2025	11.21	11.21	12/05/2025		610
1001199									
10011	SPECTRUM ENTERPRISE	104064501110	INTERNET - ADMIN	11/01/2025	160.00	160.00	11/20/2025		100
10011	SPECTRUM ENTERPRISE	171222601112	PARKS BLDG INTERNET	11/21/2025	150.00	150.00	12/05/2025		100
10011	SPECTRUM ENTERPRISE	171227201112	INTERNET - VH	11/21/2025	180.00	180.00	12/05/2025		100
10011	SPECTRUM ENTERPRISE	171227501112	INTERNET - MARINA	12/09/2025	401.95	401.95	12/11/2025		690
10011	SPECTRUM ENTERPRISE	259300701101	ADMIN PHONES	10/14/2025	78.94	78.94	11/20/2025		100
10011	SPECTRUM ENTERPRISE	259300701102	ADMIN TELEPHONE	10/21/2025	184.98	184.98	11/20/2025		100
10011	SPECTRUM ENTERPRISE	259300701112	ADMIN PHONES	11/21/2025	4.50	4.50	12/05/2025		100
1001209									
10012	AMAZON CAPITAL SERVICE	11VH-F3VF-ND	COREY CLOTHING	11/19/2025	349.09	349.09	11/20/2025		100
10012	AMAZON CAPITAL SERVICE	13YH-TWDF-Q	DULFINE HIGH PERFORMANCE	11/21/2025	49.41	49.41	12/05/2025		100
10012	AMAZON CAPITAL SERVICE	13YH-TWDF-Q	HIGH PERFORMANCE WORK G	11/21/2025	50.94	50.94	12/05/2025		100
10012	AMAZON CAPITAL SERVICE	13YH-TWDF-Q	MECHANIX WEAR COLDWORK	11/21/2025	66.57	66.57	12/05/2025		100
10012	AMAZON CAPITAL SERVICE	13YH-TWDF-Q	MECHANIX WEAR COLDWORK	11/21/2025	44.42	44.42	12/05/2025		100
10012	AMAZON CAPITAL SERVICE	13YH-TWDF-Q	CARHARTT MEN'S A557 TS FLIP	11/21/2025	53.84	53.84	12/05/2025		100
10012	AMAZON CAPITAL SERVICE	13YH-TWDF-Q	CARHARTT MEN'S A557 TS FLIP	11/21/2025	81.90	81.90	12/05/2025		100
10012	AMAZON CAPITAL SERVICE	13YH-TWDF-Q	MECHANIX WEAR TACTICAL C	11/21/2025	80.62	80.62	12/05/2025		100
10012	AMAZON CAPITAL SERVICE	13YH-TWDF-Q	MECHANIX WEAR TACTICAL C	11/21/2025	120.93	120.93	12/05/2025		100
10012	AMAZON CAPITAL SERVICE	19DP-4H7J-FJ	1MILWAUKEE 423R MULTI-FUN	11/25/2025	94.95	94.95	12/05/2025		100
10012	AMAZON CAPITAL SERVICE	1CRT-YH19-C	DANISH ENDURANCE 100% ME	12/01/2025	27.96	27.96	12/05/2025		100
10012	AMAZON CAPITAL SERVICE	1CRT-YH19-C	SHIPPING AND HANDLING	12/01/2025	.22	.22	12/05/2025		100
10012	AMAZON CAPITAL SERVICE	1D6Y-RGTJ-D	BOOTS-NELSON	12/07/2025	47.04	47.04	12/11/2025		610
10012	AMAZON CAPITAL SERVICE	1D6Y-RGTJ-D	CLOTHING-NELSON	12/07/2025	113.66	113.66	12/11/2025		610
10012	AMAZON CAPITAL SERVICE	1D6Y-RGTJ-D	BOOTS-NELSON	12/07/2025	86.73	86.73	12/11/2025		620
10012	AMAZON CAPITAL SERVICE	1D6Y-RGTJ-D	CLOTHING-NELSON	12/07/2025	209.57	209.57	12/11/2025		620
10012	AMAZON CAPITAL SERVICE	1D6Y-RGTJ-D	CLOTHING-NELSON	12/07/2025	31.97	31.97	12/11/2025		630
10012	AMAZON CAPITAL SERVICE	1D6Y-RGTJ-D	BOOTS-NELSON	12/07/2025	13.23	13.23	12/11/2025		630
10012	AMAZON CAPITAL SERVICE	1DRV-VCD1-6J	B07C659WC3 SAFETY LOCK FIL	12/10/2025	503.18	503.18	12/11/2025		100
10012	AMAZON CAPITAL SERVICE	1F9N-9C9F-7C	MILWAUKEE ANTI-FOG SAFETY	11/22/2025	60.30	60.30	12/05/2025		100
10012	AMAZON CAPITAL SERVICE	1F9N-9C9F-7C	FOR MILWAUKEE TOOL 48-73-2	11/22/2025	119.95	119.95	12/05/2025		100
10012	AMAZON CAPITAL SERVICE	1F9N-9C9F-7C	SYHOOD 2 PIECES REFLECTIV	11/22/2025	44.95	44.95	12/05/2025		100
10012	AMAZON CAPITAL SERVICE	1FLT-Y746-796	OFFICE SUPPLIES-W	11/17/2025	14.14	14.14	11/26/2025		610
10012	AMAZON CAPITAL SERVICE	1FLT-Y746-796	TOOLS-W	11/17/2025	17.59	17.59	11/26/2025		610
10012	AMAZON CAPITAL SERVICE	1FLT-Y746-796	TOOLS-W	11/17/2025	50.97	50.97	11/26/2025		610
10012	AMAZON CAPITAL SERVICE	1FLT-Y746-796	OFFICE SUPPLIES-WW	11/17/2025	26.05	26.05	11/26/2025		620
10012	AMAZON CAPITAL SERVICE	1FLT-Y746-796	TOOLS-WW	11/17/2025	32.44	32.44	11/26/2025		620
10012	AMAZON CAPITAL SERVICE	1FLT-Y746-796	OFFICE SUPPLIES-C	11/17/2025	3.97	3.97	11/26/2025		630
10012	AMAZON CAPITAL SERVICE	1FLT-Y746-796	TOOLS-C	11/17/2025	4.95	4.95	11/26/2025		630
10012	AMAZON CAPITAL SERVICE	1FP3-MWYJ-L	HEADPHONES - CLERK	11/14/2025	32.46	32.46	11/20/2025		100
10012	AMAZON CAPITAL SERVICE	1HDX-Y1KJ-6X	1BANGTE DZ115390 FUEL FILTE	11/12/2025	23.64	23.64	11/20/2025		100
10012	AMAZON CAPITAL SERVICE	1HDX-Y1KJ-6X	JOHN DEERE ORIGINAL EQUIP	11/12/2025	61.17	61.17	11/20/2025		100
10012	AMAZON CAPITAL SERVICE	1HDX-Y1KJ-6X	SUNNYGLADE 100PCS 48 INCH	11/12/2025	73.49	73.49	11/20/2025		100
10012	AMAZON CAPITAL SERVICE	1HDX-Y1KJ-6X	SHIPPING & HANDLING	11/12/2025	6.99	6.99	11/20/2025		100
10012	AMAZON CAPITAL SERVICE	1HDX-Y1KJ-6X	PROMOTIONS & DISCOUNTS	11/12/2025	6.99-	6.99-	11/20/2025		100
10012	AMAZON CAPITAL SERVICE	1J1G-4JV7-3R	CLOTHING-NELSON	12/10/2025	10.84	10.84	12/11/2025		610
10012	AMAZON CAPITAL SERVICE	1J1G-4JV7-3R	CLOTHING-NELSON	12/10/2025	19.98	19.98	12/11/2025		620
10012	AMAZON CAPITAL SERVICE	1J1G-4JV7-3R	CLOTHING-NELSON	12/10/2025	3.04	3.04	12/11/2025		630
10012	AMAZON CAPITAL SERVICE	1JC3-P79C-4D	1SKOKOD MEN'S STEEL TOE S	12/08/2025	42.29	42.29	12/11/2025		100
10012	AMAZON CAPITAL SERVICE	1JC3-P79C-4D	FORTRESSWEAR HIGH VISIBILI	12/08/2025	56.42	56.42	12/11/2025		100
10012	AMAZON CAPITAL SERVICE	1JC3-P79C-4D	DRIZOMO HIGH VISIBILITY SAF	12/08/2025	56.99	56.99	12/11/2025		100
10012	AMAZON CAPITAL SERVICE	1KKC-JPCV-64	BOOTS-BLOK	12/08/2025	84.00	84.00	12/11/2025		610
10012	AMAZON CAPITAL SERVICE	1KKC-JPCV-64	BOOTS-BLOK	12/08/2025	154.88	154.88	12/11/2025		620
10012	AMAZON CAPITAL SERVICE	1KKC-JPCV-64	BOOTS-BLOK	12/08/2025	23.62	23.62	12/11/2025		630

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided	GL
10012	AMAZON CAPITAL SERVICE	1L4K-V4FJ-9J4	JACKET-NELSON	12/10/2025	19.20	19.20	12/11/2025		610
10012	AMAZON CAPITAL SERVICE	1L4K-V4FJ-9J4	JACKET-NELSON	12/10/2025	35.39	35.39	12/11/2025		620
10012	AMAZON CAPITAL SERVICE	1L4K-V4FJ-9J4	JACKET-NELSON	12/10/2025	5.40	5.40	12/11/2025		630
10012	AMAZON CAPITAL SERVICE	1M11-H1YC-C	FIELDCREST LIFT STATION THE	11/24/2025	39.96	39.96	12/11/2025		630
10012	AMAZON CAPITAL SERVICE	1Q1W-XGMY-	1APS 6IN STAINLESS STEEL RU	11/19/2025	219.40	219.40	11/20/2025		400
10012	AMAZON CAPITAL SERVICE	1TNM-VXGR-C	WERHOO SDS MAX T-POST DRI	12/04/2025	39.99	39.99	12/11/2025		100
10012	AMAZON CAPITAL SERVICE	1TNM-VXGR-C	WERHOO SDS MAX T-POST DRI	12/04/2025	61.99	61.99	12/11/2025		100
10012	AMAZON CAPITAL SERVICE	1TNM-VXGR-C	POKIPO EXTRA LARGE 64" W P	12/04/2025	85.49	85.49	12/11/2025		100
10012	AMAZON CAPITAL SERVICE	1TNM-VXGR-C	51 MICRON ENGINE FUEL FILT	12/04/2025	24.76	24.76	12/11/2025		100
10012	AMAZON CAPITAL SERVICE	1VR6-J7XY-LR	1 BALDWIN FILTERS PA31004 P	11/14/2025	56.55	56.55	11/20/2025		100
10012	AMAZON CAPITAL SERVICE	1VWY-J197-G1	OFFICE SUPPLIES-W	11/24/2025	67.53	67.53	11/26/2025		610
10012	AMAZON CAPITAL SERVICE	1VWY-J197-G1	OFFICE SUPPLIES-WW	11/24/2025	124.50	124.50	11/26/2025		620
10012	AMAZON CAPITAL SERVICE	1VWY-J197-G1	OFFICE SUPPLIES-C	11/24/2025	18.99	18.99	11/26/2025		630
10012	AMAZON CAPITAL SERVICE	1XFH-6W6F-J	CLOTHING-OAKDALE	11/24/2025	47.96	47.96	12/11/2025		610
10012	AMAZON CAPITAL SERVICE	1XFH-6W6F-J	CLOTHING-OAKDALE	11/24/2025	88.44	88.44	12/11/2025		620
10012	AMAZON CAPITAL SERVICE	1XFH-6W6F-J	CLOTHING-OAKDALE	11/24/2025	13.49	13.49	12/11/2025		630
10012	AMAZON CAPITAL SERVICE	1XR3-F9KW-6	UXCELL S6205-2RS STAINLESS	12/01/2025	25.58	25.58	12/05/2025		100
10012	AMAZON CAPITAL SERVICE	1XR3-F9KW-6	EDSRDUS SG01A HIGH VACUU	12/01/2025	12.99	12.99	12/05/2025		100
10012	AMAZON CAPITAL SERVICE	1XR3-F9KW-6	EDSRDUS SG01A HIGH VACUU	12/01/2025	25.98	25.98	12/05/2025		100
10012	AMAZON CAPITAL SERVICE	1XR3-F9KW-6	SCOTCH 3M SUPER 33+ VINYL	12/01/2025	90.00	90.00	12/05/2025		100
1001233									
10012	NEXTIVA INC	40005610744	PHONE - PUBLIC WORKS	12/03/2025	58.67	58.67	12/05/2025		100
10012	NEXTIVA INC	40005610744	PHONE - ADMIN	12/03/2025	150.83	150.83	12/05/2025		100
10012	NEXTIVA INC	40005610744	PHONE - SPORTS COMPLEX	12/03/2025	29.32	29.32	12/05/2025		100
10012	NEXTIVA INC	40005610744	PHONE - WW PLANT	12/03/2025	121.28	121.28	12/05/2025		620
10012	NEXTIVA INC	40005610744	PHONE - MARINA	12/03/2025	58.67	58.67	12/05/2025		690
1001234									
10012	MIDWEST CHEMICAL & EQ	7969	POLYMER	12/10/2025	1,479.36	1,479.36	12/11/2025		620
1001236									
10012	CONWAY OLEJNICZAK & JE	61576	VILLAGE MATTERS	11/26/2025	1,057.50	1,057.50	11/26/2025		100
10012	CONWAY OLEJNICZAK & JE	61576	SAGE BARUTH CASE	11/26/2025	1,080.00	1,080.00	11/26/2025		100
10012	CONWAY OLEJNICZAK & JE	61576	BERTRAM CONTRACT ISSUES	11/26/2025	180.00	180.00	11/26/2025		100
10012	CONWAY OLEJNICZAK & JE	61576	BEYER CITATION	11/26/2025	157.50	157.50	11/26/2025		100
10012	CONWAY OLEJNICZAK & JE	61576	LIBERTY GROVE/WWTP MATTE	11/26/2025	337.50	337.50	11/26/2025		620
10012	CONWAY OLEJNICZAK & JE	61576	MARINA BID AWARD	11/26/2025	67.50	67.50	11/26/2025		690
10012	CONWAY OLEJNICZAK & JE	63052	VILLAGE MATTERS	12/04/2025	2,205.00	2,205.00	12/05/2025		100
10012	CONWAY OLEJNICZAK & JE	63052	BERTRAM CONTRACT ISSUES	12/04/2025	810.00	810.00	12/05/2025		100
10012	CONWAY OLEJNICZAK & JE	63052	ANSCHULTZ ISSUE	12/04/2025	67.50	67.50	12/05/2025		100
10012	CONWAY OLEJNICZAK & JE	63052	HISTORICAL SOCIETY AND VILL	12/04/2025	45.00	45.00	12/05/2025		100
1001242									
10012	ZUCCHETTI NORTH AMERI	37178	LODGICAL SUBSCRIPTION - MA	12/09/2025	194.00	194.00	12/11/2025		690
1001267									
10012	PRECISION PROPERTY MAI	#1057	CHRISTMAS LIGHTS	11/23/2025	1,800.00	1,800.00	11/26/2025		100
1001288									
10012	WI SCTF	C S 12122025	CHILD SUPPORT - 11/12/2025 P	12/10/2025	262.61	262.61	12/11/2025		100
10012	WI SCTF	C.S. 11282025	CHILD SUPPORT - 11/28/2025 P	11/25/2025	262.61	262.61	11/26/2025		100
1001304									
10013	FIRST UNUM LIFE INSURAN	December 202	LTD INSURANCE DECEMBER	11/14/2025	356.81	356.81	11/20/2025		100
1001312									
10013	STANTEC CONSULTING SE	2458609	VOSB HWY 42 TRAI-ENGINEERI	12/01/2025	1,760.00	1,760.00	12/05/2025		400
10013	STANTEC CONSULTING SE	2484353	VOSB HWY 42 TRAIL-BOARDW	11/20/2025	48,000.00	48,000.00	11/20/2025		400
10013	STANTEC CONSULTING SE	2484353	VOSB HWY 42 TRAIL-BOARDW	11/20/2025	5,000.00	5,000.00	11/20/2025		400
10013	STANTEC CONSULTING SE	2484357	MARINA SURVEY	11/19/2025	2,500.00	2,500.00	11/20/2025		690
10013	STANTEC CONSULTING SE	2484996	VOSB HWY 42 TRAI-SURVEY	11/20/2025	2,464.00	2,464.00	11/20/2025		400
10013	STANTEC CONSULTING SE	2484996	VOSB HWY 42 TRAI-ENGINEERI	11/20/2025	88.00	88.00	11/20/2025		400
10013	STANTEC CONSULTING SE	2484996	VOSB HWY 42 TRAI-GRANT FU	11/20/2025	572.00	572.00	11/20/2025		400
10013	STANTEC CONSULTING SE	2484998	VILLAGE OF SISTER BAY ENGI	11/20/2025	1,144.00	1,144.00	11/20/2025		100

VILLAGE OF SISTER BAY | Payment Approval Report - Village Board Format | Page: 8
Report dates: 1/1/2025-12/31/2025 | Dec 11, 2025 12:55PM

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided	GL
10013	STANTEC CONSULTING SE	2484998	VILLAGE OF SISTER BAY ENGI	11/20/2025	2,297.50	2,297.50	11/20/2025		100
1001320									
10013	MCMAHON ASSOCIATES IN	941066	WWTP ASSESSMENT, FEASIBIL	10/31/2025	2,890.00	2,890.00	11/26/2025		620
1001327									
10013	SAM JORDAN	Docks Expo Na	MEAL REIMBURSEMENT - MARI	12/09/2025	65.26	65.26	12/11/2025		690
1001332									
10013	PROFESSIONAL SERVICE I	01005981	PUBLIC WORKS BUILDING	11/25/2025	5,925.00	5,925.00	12/05/2025		400
1001335									
10013	HUMAN RESOURCES CON	17792	HR CONSULTING-CALLS/ EMAIL	11/18/2025	880.00	880.00	11/20/2025		100
10013	HUMAN RESOURCES CON	17970	BENEFITS CONSULTING-SAMM	11/20/2025	440.00	440.00	11/20/2025		100
10013	HUMAN RESOURCES CON	17970	BENEFITS CONSULTING-ANNE	11/20/2025	160.00	160.00	11/20/2025		100
10013	HUMAN RESOURCES CON	18011	BENEFITS ADMINISTRATION-SA	12/04/2025	200.00	200.00	12/05/2025		100
1001344									
10013	DOOR COUNTY CLERK OF	23FA62-11282	11/28/2025 PAYROLL WITHHOLD	11/25/2025	25.00	25.00	11/26/2025		100
10013	DOOR COUNTY CLERK OF	23FA62-PR121	12/12/2025 PAYROLL WITHHOL	12/10/2025	25.00	25.00	12/11/2025		100
1001359									
10013	Pier & Waterfront Solutions LL	10682	PIER REPAIR	12/09/2025	10,943.64	10,943.64	12/11/2025		690
10013	Pier & Waterfront Solutions LL	10683	DOCK REPAIR	12/10/2025	1,269.65	1,269.65	12/11/2025		690
10013	Pier & Waterfront Solutions LL	10684	DOCK REPAIR	12/10/2025	25,457.25	25,457.25	12/11/2025		690
10013	Pier & Waterfront Solutions LL	10685	DOCK REPAIR	12/10/2025	30,007.49	30,007.49	12/11/2025		690
1001360									
10013	Manske Dieckmann Thompso	2025-043b-02	SCEMATIC BUILDING DESIGN	11/25/2025	1,600.00	1,600.00	11/26/2025		690
10013	Manske Dieckmann Thompso	2025-043b-01	SCEMATIC BUILDING DESIGN	11/25/2025	5,142.50	5,142.50	11/26/2025		690
1001362									
10013	Heidler Harwood Lumber Co.	38320	IPE WOOD	11/25/2025	99,383.80	99,383.80	11/26/2025		690
10013	Heidler Harwood Lumber Co.	38320A	IPE WOOD	12/10/2025	3,646.50	3,646.50	12/11/2025		690
Grand Totals:					477,369.78	477,369.78			

Dated: Dec 11, 2025

Staff: Volodymyr Gmyrak (Financial Specialist/Village Treasurer)

Report Criteria:
Detail report.
Invoice detail records above $0 included.
Only paid invoices included.
Invoice Detail.Input date = 11/15/2025-12/12/2025

Follow the link below for more reports:

https://acrobat.adobe.com/id/urn:aaid:sc:va6c2:ecc0b0b8-b2ba-471f-b218-0ee6ec6c1765

STAFF REPORT

Employee Handbook Revisions

We previously agreed to the below amendment (in red):

> Amend the *EMPLOYEE BENEFITS & RIGHTS* section of the Employee Handbook (May 2025) to clarify what the payment in lieu of benefits is – is it based on a single plan, or a family plan? (p.21)
>
> **Payment in Lieu of Benefits**
>
> Employees have the option to elect to not participate in the health, dental or vision insurance programs. Selection of this option must occur upon initial employment or annually during open enrollment. Changes cannot be made outside of those times unless the employee has a qualifying life event, and the change must be made within thirty (30) days of that qualifying life event.
>
> Employees will receive 50% of the savings from the waiver of benefits based on the employer contribution to a single plan. Payments will be included with the employee's regular payroll. While payments will be taxable, payments will not be included for the computation of wages including, but not limited to, WRS-eligible wages, COLA, overtime or other pay.

Secondly, we agreed to revise our grievance section, per the below. At the last meeting though, other edits were suggested, as shown in red.

> Amend the Employee *HARRASSMENT POLICY* section of the Employee Handbook (May 2025) to clarify a process for reporting harassment. (beginning on p.5)
>
> **Overview**
>
> The Village is committed to maintaining a workplace free of discrimination and harassment and takes all complaints or reports of harassing or discriminatory conduct by or against any of the Village's employees, supervisors, elected officials, visitors, vendors, citizens, or any other party seriously. The timely reporting and prompt effective resolution of complaints is crucial to preventing and ending prohibited conduct; and, therefore, the following procedures are in place to address prohibited conduct:
>
> - If the employee believes that they have experienced or witnessed conduct that violates this policy, it must be reported as soon as possible to their immediate supervisor or the Village Administrator so the incident can be investigated. Timely reporting allows the supervisor to contact the aggressor to question them on the

alleged activity and create a record of both victim and harasser interpretations of the incident. A supervisor has the right, under this policy, to remove anyone from village property they believe has harassed a village employee, and, refuse them future service.

- Do not bring the complaint to the immediate supervisor first if the supervisor is the subject of the complaint, or if the employee feels more comfortable bringing the matter to the attention of one of the other designated representatives identified above.
- Please see the *GRIEVANCE PROCEDURE* section for further information.

Investigations and Remedial Action:

- All complaints will be promptly and thoroughly investigated. If necessary, the Village will contract with a third party to conduct the investigation.
- The Village will take corrective action designed to end any harassment or discrimination in the workplace and prevent it from recurring, including but not limited to the public's harassment of an employee, and subsequent action, even if appropriate action is deemed refusal of service or removal from village property.
- For village employees and officials, corrective and preventive action may include the imposition of discipline or involuntary termination, training, referral to counseling, monitoring, demotion or reassignment, or any other action deemed appropriate under the circumstances. The Village will make follow-up inquiries to ensure that the harassment or discrimination has not resumed.

The Village recognizes that false allegations of harassment or discrimination may have a serious impact on innocent individuals and will take appropriate action against anyone who makes a false claim of harassment or discrimination.

Confidentiality

The Village understands that matters of harassment or discrimination can be sensitive, and when possible, will keep complaints and related information in confidence. Disclosure will occur only when necessary to investigate and resolve the matter and when required by law.

The employee has the right to report the harassment incident as a *Type 1 Incident*, or a *Type 2 Incident*.

A Type 1 Incident is a situation in which the employee reports the perceived harassment to merely make a record of it, but does not seek disciplinary action be taken against the harasser. The supervisor shall determine if a Type 1 Incident warrants an investigation, but the file will be closed upon confirmation of the incident; however, the incident can be referenced should a Type 2 Incident be reported in the future.

A Type 2 Incident requires a thorough investigation and disciplinary action, and if the harasser is a member of the public, the action can be either removal from village property, refusal of service, or other appropriate action the Supervisor deems necessary.

Retaliation

Any employee who reports harassment or discrimination, files a complaint, or takes part in an investigation, is protected from any retaliatory action. No reprisal or adverse action will be taken against the employee for coming forward or participating in the investigatory process. If an employee believes they have been the subject of retaliation, even if the behavior is subtle or the employee is unsure that the conduct is retaliation, they should report it immediately to their supervisor, the Village Administrator, or, if applicable, the Chair of the Personnel Committee. Anyone who violates this retaliation prohibition will be disciplined or terminated.

SISTER BAY

EMPLOYEE GRIEVANCE FORM

Name of Grievant: _____

Department: _____

Job Title: _____

Best Method to Contact Grievant (email, phone)

Email: _____

Phone: _____

Date of Occurrence: _____

Location: _____

Grievance Type: _____ Type 1(documentation, possible investigation, no disciplinary action) or, _____ Type 2 (documentation, mandatory investigation, mandatory disciplinary action)

Grievance Summary Statement (attach additional pages, if necessary):

_____

_____

_____

_____

_____

_____

_____

Policy or Regulation Violated (attach additional pages, if necessary):

_____

_____

_____

_____
_____

_____
_____

Witness(es):

_____

_____

Resolution Requested/Recommended Action/Relief (if any):

_____
_____
_____
_____
_____
_____

_____

Grievant Signature:

_____

Date Signed: _____ Date Submitted to Supervisor or Administrator:

_____

The Village Supervisor, Village Administrator, or Chair of the Personnel Committee (if appropriate), will contact the employee after receipt of this form and provide further information about the grievance, as allowed in this policy.

For Office Use Only

Date Grievance Received:

Investigator Assigned:

Date Grievance Referred to Investigator:

Third, it is common that in order for an employee to be paid mileage expenses, they must prove they have a valid drivers license, and, proof of insurance. The following amendment, in red, is proposed:

Amend EMPLOYEE EXPENSES, Mileage

When an employee must use their personal vehicle to travel as part of their duties from the workplace to a destination other than home or place of employment, they will be reimbursed for authorized travel at the current rate established by the Internal Revenue Service (IRS). Reimbursement requests must be submitted to the supervisor along with the record of time worked. Reimbursement requests made outside the pay period in which they were made shall not be reimbursed prior to approval of the supervisor. All employees are to provide a copy of a valid Wisconsin's Driver License and proof of insurance to be eligible to be reimbursed for their mileage expenses.

Fourth, we discussed adding language about employment contracts, but the Handbook already has such language:

Under EMPLOMENT STATUS, Nature of Employment

Except as specified in a valid collective bargaining agreement or an individual employment contract, or as otherwise provided by law, employment with the Village of Sister Bay is not governed by any written or oral contract and is considered an "at will" arrangement. This means that the employee or the Village of Sister Bay can end the employment relationship at any time for any reason.

MARINA COMMITTEE MEETING MINUTES
Wednesday November 12th, 2025
(Approved)

Agenda Item No. 1. The November 12th, 2025 meeting of the Marina Committee was called to order by White at 10:00A.M.

Present: Brigid White, Chad Kodanko, Kevin Grant & Pat Duffy

Absent: Patrice Champeau

Staff: Marina Manager - Dave Lienau, Assistant Manager - Sam Jordan

Others: John Blossom, Nikolas Dokolas, Marley Inksetter, Merih Bayirli, Laurie Zelnio

Agenda Item No. 2. Approval of the Agenda

A motion was made by Grant, seconded by Duffy that the Agenda for the November 12th, 2025 meeting of the Marina Committee be approved as presented. Motion carried – All ayes.

Agenda item No. 3. Approval of the Minutes

A motion was made by Kodanko, seconded by Grant that the minutes of the October 15th, 2025 meeting of the Marina Committee be amended and approved by the committee. Motion carried – All ayes.

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

No correspondence was received for this meeting. White asked if anyone would like to make a public comment, and no one responded.

Agenda Item No. 5. Discussion/Action Items

a.) Boathouse Project Update

Lienau and Blossom updated the committee on the status of the boathouse project, noting that the village's contracts with the Historical Society have been signed by the president of the Historical Society.

b.) New Marina Building Update

Lienau gave an overview of where the marina is in the new building development process, noting that the recent surveys of the marina property show an outflow sewage line running just under the southwest corner of the new building's design. Lienau added that the building design process cannot proceed until engineers do further surveying to address potential issues like the sewer line.

c.) New Marina Building – Engineering Proposals

Lienau explained the function and cost of the engineering proposals, requesting committee's approval to allocate the necessary funds to conduct the surveys highlighted in the proposals.

A motion was made by Grant, seconded by Kodanko to approve both engineering contracts as presented in the packet and forward them to the Board of Trustees for approval. Motion carried – All ayes.

d.) Boardwalk Materials Purchase

Lienau noted that since exploring Ipe wood as an optional material to use in reconstructing the boardwalk, he has received three different estimates on the cost for the necessary amount of material and its shipping, adding that the prices vary only slightly. Lienau furthered that the marina would operate as the general contractor in the boardwalk project but first needs to purchase the material before subcontracting a business to install the wood. Lienau recommends the committee do this now given that this is the only time of year suppliers can ship the wood. Lienau recommends that the marina purchases the wood and stores it until a subcontractor can come and install it in the Spring of 2026. Lienau recommends a cap on the purchase of the wood and mounting materials at $110,000 because the quotes received on the wood max out at about $105,000. Lienau clarified that the quotes included the wood, mounting and installation materials, and temporary storage. Lienau and marina engineering consultant, Mike Kahr, estimate the installation cost to be around $50,000, which is comparable to the overall boardwalk project cost estimates given by contractors last year. White and Lienau clarified that using clips with bored channels in the wood does not increase material cost, just installation cost.

A motion was made by Kodanko, seconded by Grant to allocate $110,000 to purchase Ipe wood and materials for reconstruction of the marina boardwalk.

e.) Marina Winterization Update

Lienau noted that the marine construction company Pier and Waterfront Solutions (PWS) has fully winterized the docks throughout the marina and has begun the emergency dredging project to move various rocks and rip rap throughout the marina and increase the depth in ten or eleven locations. Lienau added that this project coincides conveniently with the Parks Department's project of reinforcing the north side of the swim dock, since PWS was able to use the rocks removed from the marina as reinforcing rip rap along the swim dock. Lienau noted that the marina's current maintenance dredging permit expires in May of 2026, but the marina will immediately reapply for a new permit so that spot dredging can be conducted as needed with continually lowering water levels. Lienau noted that marina staff have begun installing ice eaters throughout the marina. Lienau added that the last finger pier on C-Dock is being reinforced, which is the last of the piers on C-Dock to be completed in the two-year project.

f.) Commercial Vendor's Annual Reports

White inquired about the operational status of the marina pump-out system. Lienau responded that the system operates successfully on vessels located on A, B, C and part of D Dock. Lienau noted that marina staff were able to conduct pump-outs for the commercial vendors upon their request, with Sister Bay Boat Tours able to complete pump-outs at their slip almost daily for the

two busiest months of the season.

g.) Review of Monthly Financials

Duffy inquired as to why the pump-out revenue was only $400 to which Lienau clarified that most of the money made from pump-outs comes from commercial vendors who have paid their bill, but these payments have not yet been reflected in the marina financials.

Agenda Item No.6. Matters to be placed on a future agenda or referred to a committee, official, or employee

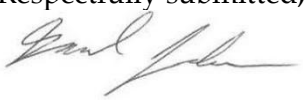
It was the consensus of the committee that that following items be included on a future committee meeting agenda:

- *New Building Engineering Contracts to the Board of Trustees*

Next marina committee meeting is tentatively scheduled for December 17th at 4:00PM via ZOOM only.

Adjournment: *A motion was made by Grant, seconded by Kodanko to adjourn the November 12th, 2025 meeting of the Marina Committee at 10:45A.M. Motion carried – All ayes.*

Respectfully submitted,



Samuel Jordan
Assistant Marina Manager

STAFF REPORT

Parks Department Staffing and Wages

Last year we approved not hiring a full time employee to fill a vacancy, and instead agreed to try working with just three field crew members. We agreed to review the matter in November 2025. The Parks Committee reviewed the matter, and it was referred to the Personnel Committee.

Erik and I met with the staff. Below is the feedback:

- All agreed the extra money was worth the extra work and added weekend rotation. Employees were able to purchase items they previously could not afford but did acknowledge it was hard not being with their families as much as they would have liked to.
- All agreed in winter they would be willing to continue with three field crew (its not as busy as summer), but did feel there should be some compensation for the winter months if they don't have the fourth crew member.
- All agreed we should pursue a seasonal full-time position from June through November. This would alleviate rotating three weeks instead of four, and, give them time with their family. June is when 'beach season' adds a lot more work, and, the person should stay through Fall Fest and hanging holiday decorations.
- They felt the festivals were 'killing' them (they are beat, and it affects productivity and moral).

As a solution, the following is proposed:

- Hire a full-time person for six months. (We don't want to exceed 1040 hours or we have to pay WRS and benefits). To have a safety net, it should be capped at 100 hours. This person would also be in the rotation.
- The person who did the mowing will not be with us next summer, so that person should be replaced, and, another mower (person) should be hired. These two seasonal part-time people would work: Employee 1 would work Monday - Wed; Employee 2 would work Wed – Friday. Having two mowers will allow the crew to work on projects (we assign two people to projects). We will target students.
- From Nov. 1 – May 31 the three crew be compensated at the next 'step' in the wage scale.
- Parks Crew receive the day after Fall Fest as a paid day off.
- Parks Crew be paid triple time during festivals. [This was not supported by the Parks Committee, and instead they suggested a per day bonus vs. an hourly bonus.]