



VIRTUAL SEWER AND WATER UTILITIES COMMITTEE MEETING AGENDA

Tuesday, February 10, 2026 at 1:00 P.M.

This meeting will be conducted electronically via "Zoom" video conferencing software.

To access the meeting electronically, click:

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

Meeting ID: 443 990 1723 Passcode: 304078

To connect by phone: 1-301-715-8592 - Meeting ID 443 990 1723#

For additional information check: <http://www.sisterbaywi.gov>

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Approval of Agenda
4. Approval of Minutes of the December 9, 2025 Meeting, as Published
5. Comments, Correspondence and Concerns from the Public
6. Discussion/Action Items:
 - a) Reed Bed Presentation
 - b) Hwy-57 Trail-Utilities Infrastructure Discussion
 - c) Revised Land Lease Discussion
 - d) Wastewater Treatment Plant Operations Report
7. Matters to be placed on a future agenda or referred to a committee, official, or employee
8. Adjournment

Public Notice

Questions regarding the nature of the Agenda items or more detail on the items listed can be directed to Megan Barnes, Utilities Director, at megan.barnes@sisterbaywi.gov. 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. Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid or accommodation at no cost to the individual. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible, preferably a minimum of 48 hours. For additional information or to request this service, contact the Sister Bay Village Administration Office at 854-4118, (FAX) 854-9637, or by writing to the Village Administration Building, 2383 Maple Drive, PO Box 769, Sister Bay, WI 54234. Copies of reports and other supporting documentation are available for review at the Village Administration Building during operating hours (8 a.m. – 4 p.m. Monday – Thursday and 8 a.m.-12 p.m. Friday).

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

POSTED DATE/SIGNATURE_____

Sewer and Water Utilities Committee Meeting Minutes**Tuesday, December 9, 2025 at 1:00P.M.****Via Video Conference****(Approval Pending)****1. Call Meeting to Order**

Chairperson Denise Bhirdo called the Sewer and Water Utilities meeting to order on Tuesday, December 9, 2025, at 1:00 PM.

2. Roll Call

A roll call was conducted, with the following members present: Chairperson Denise Bhirdo and members Nate Bell, and Kurt Harff.

Staff present: Utilities Director Megan Barnes and Utilities Clerk Kara Kroll

Others: Rick Treleven and Paul Schuette

3. Approval of Agenda

Committee Member Bell motioned to approve the agenda without item 8 (Executive Session), citing a prior village board discussion about not holding executive sessions over Zoom. Bell explained that while the bylaws hadn't been formally changed, this was the board's intention.

Committee Member Harff disagreed, stating he would like to keep the executive session on the agenda and noting he would have been willing to meet in person if that was a concern.

Motion by Bell to approve the agenda without item 8 failed.

Chairperson Bhirdo then made a motion to approve the agenda as presented.

Motion by Bhirdo, second by Harff to approve the agenda as presented. Motion carried with Bell opposed.

4. Approval of Minutes of the September 9, 2025 Meeting, as Published

Motion by Bell, second by Bhirdo to approve the minutes of the September 9, 2025 meeting as presented. Motion carried.

5. Comments, Correspondence and Concerns from the Public

There were no members of the public present and no correspondence to report.

6. Discussion/Action Items**a. Wastewater Treatment Plant Operations Report**

Utilities Director Megan Barnes presented her report, noting:

- The sludge loading valve was excavated on December 9, 2025 with repairs scheduled in the next two weeks. Dorner was contracted for the repairs as they were more in-depth than initially anticipated.

- All wells are now in compliance with permits, with the final well completing sampling after the packet was created.

Discussion ensued regarding the well permit compliance process. Utilities Clerk Kara Kroll explained that despite sending three letters, many property owners disregard the requirements until July or August, then struggle to find available plumbers.

Chairperson Bhirdo recommended streamlining the process by sending just one letter and making one phone call instead of three letters, to save staff time. The committee agreed to let staff determine the best process to reduce time spent on this issue while ensuring compliance.

b. BCR Solid Solutions Presentation

Rick Treleven, Regional Manager for BCR Environmental, gave a detailed presentation about their biosolids drying technology. Key points included:

- BCR is based in Jacksonville, Florida and has been in business since 2003 with over 50 global installations
- Their indirect drying system produces Class A biosolids that can be used as fertilizer
- The technology differs from other systems by using a sealed, oxygen-free environment which eliminates fire/explosion risks
- The system reduces biosolid volume by approximately 5:1 ratio
- The dryer can process material in 2-3 hours from wet cake to final product
- The system is automated and requires minimal operator intervention
- BCR has installations in Wisconsin Dells (operating for 8-9 years) and upcoming installations in Clinton, Iowa, River Falls, Fond du Lac, and Waukesha

Committee Member Bell asked about the economics of operating on LP gas versus natural gas, and whether any existing installations run on LP. Treleven indicated that LP would be more expensive but workable for a smaller unit, and that electric heating was also an option.

Following the presentation, the committee discussed how this technology related to their wastewater treatment facility plans. Utilities Director Barnes confirmed that McMahon Engineering's Chad Olson had recommended this model as the best option for Sister Bay's application. Bhirdo sought clarification about the cost, noting that while Treleven mentioned \$1-5 million for equipment, their capital improvement plan had estimated \$15-17 million for the complete project including building and auxiliary systems.

Committee Member Harff expressed support for being proactive with this type of technology. Committee Member Bell noted that operating costs would be more important than capital costs when evaluating this option compared to alternatives like reed beds.

c. Discuss Land Lease

Utilities Director Barnes presented information about leasing utility-owned land, noting that historical records gathered by Utilities Clerk Kara Kroll indicated the current lease price was likely too high compared to other similar leases. She suggested potentially lowering the price to approximately \$300 for the approximately 60-acre parcel.

Committee Member Bell emphasized that his concern was less about the price and more about what crops would be planted, noting he wouldn't support using public land for corn production due to environmental concerns. He preferred sustainable, low-impact crops.

Kroll noted that according to Julie, the land quality is poor with shallow soil depth, making it unsuitable for corn. The previous lessee reportedly had difficulty growing enough hay to feed their animals.

The committee discussed the additional benefit of keeping the land open rather than letting it return to woodland. Barnes agreed to present an updated lease agreement with revised pricing and crop restrictions at the next meeting.

7. Matters to be placed on a future agenda or referred to a committee, official, or employee

- Updated Land Lease
- Reed Bed Presentation

8. Executive Session

a. Consider a motion to convene into Executive Session pursuant to Wis. Stats., §19.85(1)(g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved; Notice of proceeding from the Public Service Commission of Wisconsin on the docket filed by Town of Liberty Grove and Town of Liberty Grove Sanitary District #1

Motion by Bhirdo, second by Harff to convene into Executive Session. Motion carried with Bell voting no.

A roll call was taken on the motion, and the Committee voted in the following fashion:

Bhirdo-Aye; Harff-Aye; Bell-Nay

Motion carried.

b. Consider a motion to reconvene into Open Session.

At 2:23 P.M. a motion was made by Bhirdo, seconded by Bell to adjourn closed session and end the meeting.

c. Motion for Action, if required

No formal action was required.

9. Adjournment

At 2:23 P.M. a motion was made by Bhirdo, seconded by Bell to adjourn the December 9, 2025 meeting of the Sewer and Water Utilities Committee. Motion carried-all ayes.

The next meeting of the Sewer and Water Utilities Committee will be conducted at 1:00 P.M. on Tuesday February 10, 2026 via Video Conference.

Respectfully submitted,

Kara Kroll

Utilities Clerk

**STAFF REPORT**

Date: February 10, 2026

To: Sewer and Water Utility Committee**Re:** STH 57 Trail Utilities Infrastructure**Author(s):** Megan Barnes, Utilities Director & Ben Andrews, Village/Zoning Administrator**Action(s) Requested:** ☐ Ordinance ☐ Resolution ☒ Motion ☐ Receive/File

POLICY ISSUE(S)

“Should the Sewer and Water Utilities Committee recommend the Village Board approve an additional sewer and water utilities extension that was unbudgeted in 2026 along the STH 57 Trail Project to proactively install the underground utilities before the trail installation?”

BACKGROUND INFORMATION

In 2025, the Village of Sister Bay (“Village”) received Transportation Alternative Program (TAP) funding for the construction of a multi-use trail along STH 57, for Hwy 42 to Northwoods Drive. Based on the current construction schedule, the construction of the multi-use trail is anticipated to occur in Fall 2026.

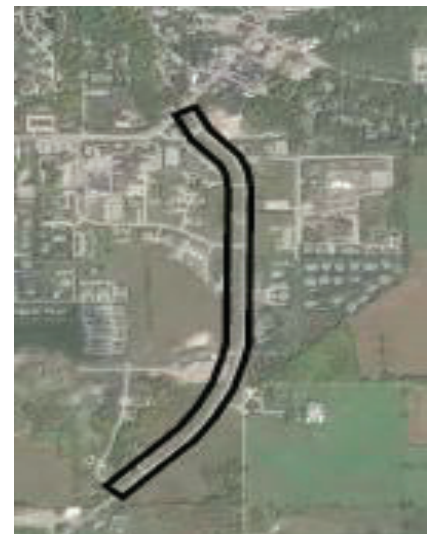
Currently, the water and sewer service area on STH 57 ends with the Eagle Mechanical development that is undergoing construction. This development is currently the southernmost service connection in the Village.

There is an opportunity for the Village to extend utilities in the right-of-way (ROW) before the 57 Multi-Use Trail project is constructed; however, it would be a significant investment in Village infrastructure.

If the infrastructure was not extended prior to start of the 57 Multi-Use Trail project, the Village would be left with two (2) alternatives for extending in the future:

- 1.) Disturb/damage the trail for installation of the utility extensions, OR
- 2.) Relocate the utilities (outside of the ROW), which would be costly and timely due to the acquisition involved.

See Project Location:



PRIOR ACTION/REVIEW

In 2026, the Village budgeted water and sewer extension to expand the service across STH 57 to the Deviley and Patio properties located just off of the STH 57 and Orchard Dr intersection as well as an extension going south of the recently installed Eagle Mechanical Development main to reach the Woerfel property on STH 57.

South of the Woerfel property, the ability to achieve gravity sanitary sewer flow is lost due to the large change in elevation. Because of the elevation, a lift station will be required to service the sanitary sewer flow from any of the southern parcels.

It was proposed to install the infrastructure in a phased approach, with the water and gravity sanitary sewer extension budgeted for 2026 being phase 1. In 2027, it would be budgeted to continue with phase II to install the water and sanitary sewer infrastructure that would serve the remainder of the lots that could not be served by gravity sanitary sewer collection on the west side of STH 57 that are north of the Northwoods Dr intersection, with a lift station being placed on the corner of Northwoods Dr and STH 57.

FINANCIAL INFORMATION

FISCAL IMPACT:

- | | |
|------------------------------|-----------------------------|
| 1. Is There a Fiscal Impact? | <u>Yes</u> |
| 2. Is it Currently Budgeted? | <u>Partially</u> |
| 3. If Budgeted, Where: | <u>Water and Collection</u> |
| 4. Amount: | <u>See Estimate</u> |

Expenditures		
610-49000-000-000	OTHER FINANCING SOURCES	
610-49300-000-000	CAPITAL CONTRIBUTIONS WATER	400,000
Expenditures		
630-49000-000-000	OTHER FINANCING SOURCES	
630-49300-000-000	CAPITAL CONTRIBUTIONS	250,000

If the utility extensions were approved, the following (of combination of) funding alternatives could be utilized:

1. Special Assessment for Property Owners
2. Tax Incremental Financing
3. Long-Term Debt (Revenue/Utility)
4. Long-Term Debt (General Obligation)
5. Reserve Funds

*Additional review would be required to further calculate the financial impact.

POLICY ALTERNATIVE(S)

The Sewer and Water Utility Committee could take the following actions:

- Recommend Approval to Village Board
- Recommend Rejection to Village Board
- Postpone (Seek Add' Information)

ATTACHMENT(S)

- Water and Sewer Extension Map
- Engineer's Opinion of Probable Cost

7
from Eagle Mechanical
RIM: 686.16
INV: 674.30
D=11.86'

from Eagle Mechanical
RIM: 682.78
INV: 675.65
D=7.1'

Foreman connects to
NEW01 manhole from Eagle
Mechanical development

Watermain connects to
existing watermain
extension from Eagle
Mechanical development

from Palo SW
Expansion, ~558' south
RIM: 682.00
INV: 677.85
D=4.15'

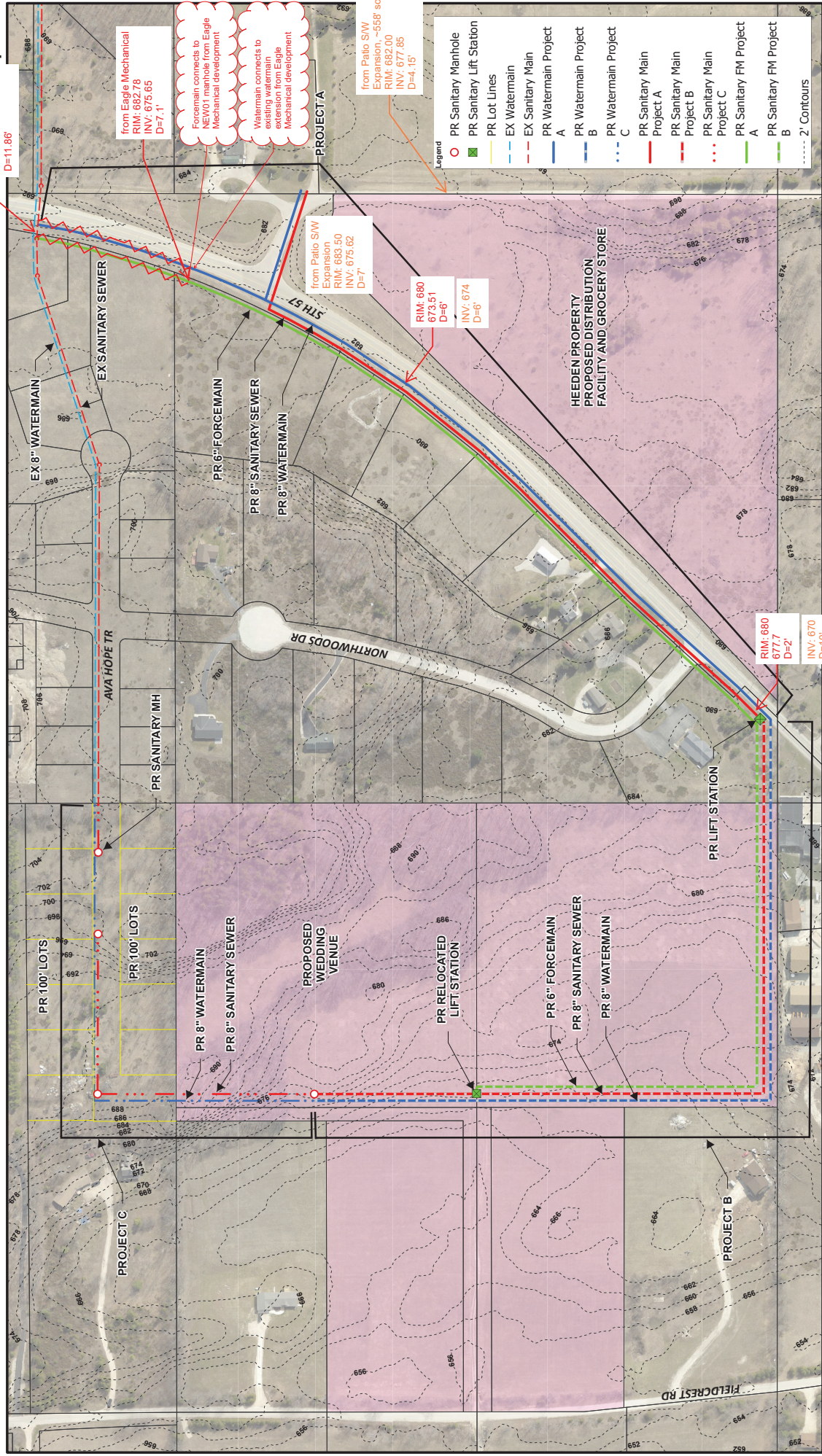
from Palo SW
Expansion
RIM: 683.50
INV: 675.62
D=7'

RIM: 680
673.51
D=6'

INV: 674
D=6'

RIM: 680
677.7
D=2'

INV: 670
D=10'



- Legend
- PR Sanitary Manhole
 - PR Sanitary Lift Station
 - PR Lot Lines
 - EX Watermain
 - EX Sanitary Main
 - PR Watermain Project A
 - PR Watermain Project B
 - PR Watermain Project C
 - PR Sanitary Main Project A
 - PR Sanitary Main Project B
 - PR Sanitary Main Project C
 - PR Sanitary FM Project A
 - PR Sanitary FM Project B
 - 2' Contours

Source: Robert E. Lee & Associates, Inc.
ESRI, Door County
Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its particular use. Robert E. Lee & Associates, Inc. provides this map without any warranty of any kind whatsoever.
Date: 1/18/2018

1 inch = 200 feet
Scale 1:2,400
NAD 1983 HARN WISCONS
Door County Feet
0 100 200 Feet

DATE: 1/18/2018
JOB: 0282050
DRAWN: PFO

Robert E. Lee & Associates, Inc.
Engineering • Surveying • Environmental Services
1250 Centennial Centre Boulevard, Hobart, WI 54155
(920) 862-9641
www.releinc.com

STH 57 SEWER AND WATERMAIN EXTENSION
VILLAGE OF SISTER BAY
DOOR COUNTY, WI

OPINION OF PROBABLE COST

OWNER Village of Sister Bay
PROJECT STH 57 Sanitary Sewer & Watermain Extension
DATE 1/12/2026

STH 57 (Orchard Drive to Northwoods Drive) Project A of Attached Map					
Item	Description	Unit	Qty.	Unit Price	Total Price
1	All Erosion Control Items	LS	1	\$ 5,000.00	\$ 5,000
2	Temporary Traffic Control	LS	1	\$ 30,000.00	\$ 30,000
3	Site Clearing and Grubbing	LS	1	\$ 15,000.00	\$ 15,000
3	Earthwork, rock excavation, sanitary sewer	CY	1800	\$ 25.00	\$ 45,000
4	Earthwork, rock excavation, watermain	CY	1000	\$ 25.00	\$ 25,000
6	Earthwork, rock excavation, forcemain	CY	900	\$ 25.00	\$ 22,500
8	Pavement Restoration, STH 57	SY	120	\$ 40.00	\$ 4,800
9	Pavement Restoration, Orchard Drive & Northwoods Drive	SY	500	\$ 50.00	\$ 25,000
10	Landscaping Topsoil, Fertilize, Seed, and Temporary Erosion Control Blanket	SY	9000	\$ 6.00	\$ 54,000
11	Water main pipe, PVC C-900, 8-Inch	LF	1900	\$ 60.00	\$ 114,000
12	Water hydrant lead, PVC C-900, 6-Inch	LF	45	\$ 180.00	\$ 8,100
13	Water main fire hydrant	EA	3	\$ 6,500.00	\$ 19,500
14	Water main resilient wedge gate valve, 8-Inch	EA	4	\$ 3,000.00	\$ 12,000
15	Water main resilient wedge gate valve, 6-Inch	EA	3	\$ 2,000.00	\$ 6,000
16	Water service corporation, Curb Stop and Box, 1-Inch	EA	6	\$ 700.00	\$ 4,200
17	Water service, HDPE, 1-Inch	LF	90	\$ 30.00	\$ 2,700
18	Sanitary sewer pipe SDR 35 PVC, 8-Inch	LF	1700	\$ 70.00	\$ 119,000
18	Sanitary force main pipe, PVC C-900, 6-Inch	LF	1600	\$ 50.00	\$ 80,000
19	Sanitary sewer laterals, PVC, 4-Inch	LF	90	\$ 45.00	\$ 4,050
20	Sanitary Sewer manholes, 48-Inch	VF	60	\$ 1,200.00	\$ 72,000
21	Lift Station	LS	1		\$ -
				SUBTOTAL	\$ 667,850
Contingency (20%)				20%	\$ 133,570
				TOTAL CONSTRUCTION	\$ 801,420
Engineering (15%)				15%	\$ 120,213
				PROJECT TOTAL*	\$ 921,633

*Cost does not include lift station or land acquisition.



Staff Report

Prior Land Spreading Site Land Lease

Date: February 10, 2026

Board/Committee: Sewer & Water Utilities Committee

Re: Land Lease

Author: Megan Barnes, Utilities Director

In 2024, Narrow Gate Farms decided not to renew the land lease on the Village owned property located on Humbug Rd in Liberty Grove, which was utilized by the Utility as a sludge application site in the past. The reason Narrow Gate Farms made the decision to not renew the lease was due to poor soil quality, which meant Narrow Gate Farms could not plant the crops they desired to plant and an annual cost that was deemed too expensive to continue with the lease agreement. Kroll investigated the land lease history and records on the property as well as the Schopf-Logerquist lease and the Kalms-Wiltse lease. The lease name, acres, and cost information are listed below:

Lease	Acres	Cost
Narrow Gate Farms	60	\$1250
Schopf-Logerquist	40	\$200
Kalms-Wiltse	22	\$100

It appears that the lease cost is considerably higher than other lease agreements.

Based on the above information, on December 9, 2025, at the SWUC meeting it was discussed that the Committee supported lowering the rent to an annual payment of \$300.

The Committee also wanted to discuss adding extra verbiage to ensure sustainable crop rotations are followed. Upon further review, the lease does include a statement that would give the Village the ability to coordinate appropriate crop plantings. In the lease document, the statement is listed as number three, but it is listed below for reference as well.

3. The Lessee will make available the records of fertilizer applications to the property and coordinate crop plantings with the Lessor.

Also included in the packet is a Sample Cropland Rental Agreement with Conservation Options that is available for reference on the Door County Website that may also have verbiage that the Committee may like to add to the lease agreement.



VILLAGE OF SISTER BAY UTILITIES

P.O. Box 91, Sister Bay, WI 54234
Phone: 920-854-2246 Fax: 920-854-9637

Land Lease

This indenture, made this (date) , by and between the Village of Sister Bay, 2383 Maple Drive, PO Box 769, Sister Bay, WI 54234 (Lessor) and (name and full address) -(Lessee)

Witnesseth, that the Lessor, for and in consideration of the covenants and agreements hereinafter mentioned, to be kept and performed by the Lessee, based by these presents demised and leased to the Lessee the following described property, lying and being in the County of Door, State of Wisconsin, to wit,

1. 40 acres off of Humbug Road and south of Highview Rd, in the Northwest ¼ of the Southeast ¼ of Section 27 in Township 32N and Range 28E. (PIN nos. 018-02-27322842A & 42B) FSA Tract 10767
2. 20 acres off of humbug Road and south of Highview Rd, in the Northwest ¼ of the Southwest ¼ of Section 27 in Township 32N and Range 28E. (PIN no. 018-02-27322831A) FSA Tract 10768

To hold for the term of three years, with an automatic two-year renewal, effective on the 1st day of September 2022~~6~~, and ending on the 31st day of August 2025~~9~~, and the Lessee yielding and paying therefore the total rent of ~~three thousand seven hundred fifty~~ **nine hundred** dollars for the initial three-year term, payable as follows:

Year 1: by ~~August 31, 2022~~ **August 31, 2026** ~~\$1,250.00~~ **\$300.00**

Year 2: by ~~August 31, 2023~~ **August 31, 2027** ~~\$1,250.00~~ **\$300.00**

Year 3: by ~~August 31, 2024~~ **August 31, 2028** ~~\$1,250.00~~ **\$300.00**

Failure to pay each year by the deadline(s) listed above will result in a late fee of 10%, whereupon failure to pay the total amount, including the late fee, by September 30th will result in forfeiture of the lease.

Lessee promises to pay the rent at the times and in the manner aforesaid during the continuance of said term, and not to underlease the said premises or any part thereof, nor assign this lease without the consent of the Lessor, in writing, and to quit and deliver up the same to the Lessor, peaceably and quietly, at end of said term, and also to keep the same in as good repair as the same are in at the commencement of said term, reasonable use and wearing thereof and damage by accidental fire or other accidents not happening through the neglect of the Lessee, agents or servants only excepted.

And it is further expressly understood by and between the parties hereto, as follows:

1. The Village of Sister Bay Utilities will notify the Lessee of the need to apply bio-solids on the property three months in advance of application.
2. It is understood that a property that has had bio-solids applied will be subject to DNR regulations in regards to the amount applied and the use thereafter.
3. The Lessee will make available the records of fertilizer applications to the property and

coordinate crop plantings with the Lessor.

4. The Lessee may be allowed to extend the right to extend this lease for an additional two-year period at current rates. This notice must be provided in writing to the Lessor by the Lessee before the 1st day of June 2025~~9~~. Cancellation of the lease by the Lessee must be provided in writing.
5. The land is subject to sale and neither the Village, nor any buyer, will be liable for loss or destruction of crops at the time of sale. Lessee will be notified six (6) months in advance of any proposed sale.
6. The undersigned release and hold harmless the Village, its agents, and employees from any loss, liability, or damage to person or property from any cause whatsoever by reason of the use of the said land.
7. No lumber, sand, gravel, marl, or minerals shall be removed from the above described premises without written consent of Lessor.

Lessee agrees to conform to the State Law regarding noxious weeds, and to all laws of the State and United States affecting use of the property.

The words "Lessor" and "Lessee" when used herein shall be taken to mean either the singular or the plural as the case may be, and the provisions of this instrument shall extend and apply to the heirs, executors, administrators, legal representatives, successors, and assigns of the respective parties.

In Witness Whereof, the said parties have hereinto set their hands and seals the day and year first above written.

Signed and Sealed in the Presence of:

_____	_____ (seal)
_____	_____ (seal)
_____	_____ (seal)
_____	_____ (seal)

Sample Cropland Rental Agreement **With Conservation Options**

THIS DOCUMENT IS MEANT AS A SOURCE OF GENERAL INFORMATION ONLY AND SHOULD NOT BE CONSTRUED OR RELIED UPON AS LEGAL ADVICE. IT IS TO BE USED IN CONJUNCTION WITH, AND IS NOT INTENDED TO TAKE THE PLACE OF, THE ADVICE OF INDEPENDENT LEGAL COUNSEL.

Landowners interested in leasing their land to farmers should remember that farming involves a variety of activities and uses. It is important to talk to farmers who want to use your land to gain an understanding of the activities and uses they're planning for your land.

Many farm land lease arrangements never progress beyond a conversation and a handshake. Such oral farm land lease arrangements are risky ... as problems can arise with legal enforceability and disputes over rights and obligations.

A written farm land lease agreement, executed by the landowner and farmer, is a best practice. Such is a contract that provides legally binding rights, obligations and remedies ... and brings certainty to the farm land lease arrangement.

Exhibit B provides the landowner the opportunity to select additional permitted uses and use restrictions which are greater than the regulatory minimums and which may provide additional protection to the natural resources of the landowner's property.

The Sample Cropland Rental Agreement will be available on the Door County Soil & Water Conservation Department website: <http://map.co.door.wi.us/swcd/>. The SWCD website will include the Agreement as both a pdf document which can be printed and completed by hand and a document for completion in Microsoft Word.

FARM LAND LEASE AGREEMENT

This agreement is made and entered into this _____ day of _____, _____ by and between _____ ("Landowner") and _____ ("Farmer").

Whereas, Landowner owns and controls Parcel Identification Number(s) _____, situated at _____, Wisconsin ("Leased Land") and possesses the power and authority to grant certain rights and privileges with respect thereto, including those set forth in this agreement; and

Whereas, Farmer desires to lease land from Landowner for the purpose(s) of soil cultivation and crop production and _____; and

Whereas, Landowner agrees to lease to Farmer and Farmer agrees to lease from Landowner the Leased Land. The Leased Land is further described in *Exhibit A* (attached hereto and incorporated herein by reference as if set forth in full).

NOW, THEREFORE, in consideration of the covenants, terms, and conditions set forth herein, the parties agree and covenant as follows:

1. The term of this agreement shall be for a period of _____ () years commencing on January 1, _____, and terminating on December 31, _____, unless sooner terminated in accordance with the terms of this agreement.

This agreement may be renewed for an additional _____ () year period upon the prior mutual written consent of the parties. Any such renewal may, at Landowner's option, include an upward adjustment of rent.

2. Farmer shall pay Landowner the sum of \$ _____ per tillable acre in _____ respectively as and for rent. The tillable acreage is _____ acres, and therefore the total rent for is \$ _____. Payment shall be made in advance and on or before the 1st day of January each year of the agreement's term. Payment, in the form of a check or money order payable to the "Landowner", must be mailed or delivered to the Landowner at _____, _____, Wisconsin _____ on or before the due date. In the event payment is not made on or before the due date a late charge of \$ _____ shall be paid by Farmer to Landowner. In the event Farmer is delinquent for a period of thirty (30) days or more in paying to the Landowner any monies due and owing to the Landowner pursuant to this agreement, Landowner may, at Landowner option, terminate this agreement. Farmer shall pay Landowner a returned check fee of \$ _____ for each of Farmer's returned checks. Farmer shall pay to Landowner interest thereon at the rate of eighteen percent (18%) per annum from the date payment was due until full payment is made for any amount due and owing after termination of this agreement.
3. Landowner hereby grants Farmer the privilege of using the Leased Land for the purpose(s) of soil cultivation and crop production and _____ in accordance with the requirements set forth in *Exhibit B* (attached hereto and incorporated herein by reference as if set forth in full), and for no other purpose.

4. Farmer shall cultivate the soil and produce crops and _____ on the Leased Land in a conservation oriented, professional, and sound manner ... in accordance with any requirements imposed by the Door County Soil and Water Conservation Department, Wisconsin Department of Natural Resources, Wisconsin Department of Agriculture, and the United States Department of Agriculture ... and as specified in Paragraph 3. *supra*.
5. Application of manure (i.e., livestock excreta generated by Farmer's livestock operation or _____) to the Leased Land is permissible with prior notice to and written consent of the Landowner, *provided* such is done at the proper time, using proper management techniques, and in proper amounts ... in strict compliance with all applicable regulations (e.g., Ch. 23, Door Landowner Code; Ch.'s ATP 50 & NR 151, Wis. Adm. Code; NRCS 590). Farmer is responsible for any property damage (e.g., including aquifer and well contamination) caused by manure application activities (e.g., transportation, storage, spreading, and seepage of manure). (See paragraph 30, Exhibit A and Exhibit B.)
6. Farmer has no right to exclusive possession of any portion of Landowner's property.
7. Landowner shall at all times have free access to and use of the Leased Land.
8. When Farmer no longer desires to continue farming or this agreement is terminated, Farmer agrees to plant cover crop (e.g. tall fescue) or leave cover crop (e.g. alfalfa) _____.
9. Any action of the Landowner which materially and substantially interferes with Farmer's ability to cultivate the soil and produce crops and _____ on the Leased Land shall serve as grounds for termination of this agreement by Farmer.
10. Farmer shall not do, permit or suffer any waste or damage to the Leased Land.
11. Farmer shall not use the Leased Land in a manner that would violate any federal, state, or local law, ordinance, rule, or regulation.
12. Farmer shall observe and comply with all federal, state, or local laws, ordinances, rules, or regulations applicable to the Leased Land which are now in effect or are hereafter promulgated.
13. Farmer shall observe and comply with all applicable federal, state, and local laws, ordinances, rules and regulations concerning the handling and disposal of hazardous materials.
14. Landowner may terminate this agreement if the Farmer fails to perform any covenant or obligation set forth in this agreement and Landowner provides ten (10) days written notice to Farmer of such failure and of Landowner's intention to terminate this agreement.
15. Landowner may terminate this agreement at any time if it is determined by the Landowner that the Leased Land is required for development or any other reason. In the event this agreement is terminated for purposes of Leased Land development or other reason Landowner shall: reimburse Farmer a pro rata share of rent paid; reimburse Farmer for any resulting damage to crops; and shall reimburse Farmer any resulting reasonable expenses.
16. Upon termination of this agreement, by lapse of time or otherwise, Farmer shall immediately surrender possession of the Leased Land to Landowner in good condition. In the event Farmer shall holdover, Landowner shall be entitled to payment from Farmer of a holdover fee of \$_____ per month. Any holdover by Farmer shall be construed to be a tenancy from month to month.

17. The waiver by a party of any breach or failure of the other party to perform any covenant or obligation contained in this agreement shall not constitute a waiver of any subsequent breach.
18. Nothing contained in this agreement shall be deemed or construed by the parties nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties.
19. The covenants, agreements and obligations contained in this agreement shall extend to, bind, and inure to the benefit of the parties and their representative, successors and assigns.
20. If any covenant, condition, provision, or term of this agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining covenants, conditions, provisions, and terms of this agreement shall not be affected thereby, but each covenant, condition, provision, or term of this agreement shall be valid and in force to the fullest extent permitted by law.
21. Farmer irrevocably submits her/him/itself to the original jurisdiction of the Circuit Court, County of Door, State of Wisconsin, or, if subject matter jurisdiction otherwise exists, the U.S. District Court, Eastern District of Wisconsin, with regard to any controversy arising out of, relating to, or in any way concerning this agreement.
22. This agreement shall be subject and subordinate to existing or future federal, state or local laws, codes, regulations, ordinances, rules and orders relative to the development, construction, operation, or maintenance of the Leased Land.
23. Farmer shall, in order to protect her/him/itself as well as the Landowner, at all times during the term of this agreement keep in force insurance policies issued by a company authorized to do business in Wisconsin and licensed by the Office of the Commissioner of Insurance as follows:
 - *Comprehensive General Liability*: One million dollars (\$1,000,000) combined single limit (i.e., up to one million dollars [\$1,000,000] per occurrence for bodily injury or property damage arising out of single loss, with no sub-limits). This coverage must be written on an "occurrence" basis and shall cover all risks incident to any activity of Farmer under this agreement.
 - *Motor Vehicle Liability (Including Uninsured Motorist Coverage and Uninsured Motorist Coverage)*: One hundred thousand dollars (\$100,000) each person, three hundred thousand dollars (\$300,000) each accident, and twenty five thousand dollars (\$25,000) property damage each accident.
 - *Workers Compensation*: If and as required by the State of Wisconsin.

Farmer shall furnish certificates of insurance to the Landowner evidencing the risks insured against and the limits of liability thereunder.

Landowner shall be named an additional insured or loss payee. Farmer shall furnish Landowner additional insured or loss payee endorsement(s).

Insurance policies must not contain pollution (or other) exclusions that will operate to preclude coverage for injuries or damages resulting from manure.

Farmer acknowledges that her/him/its indemnification liability to Landowner is not limited by the limits of any insurance coverage.

24. Farmer agrees to defend, indemnify and hold the Landowner completely harmless from and against any and all claims arising by or resulting from Farmers use of the Leased Land, or the acts or omissions of the Farmer, Farmer's officers, agents, employees, contractors, or licensees. This section shall survive expiration of this agreement.
25. Farmer shall not assign her/him/its rights or privileges under this agreement without the prior written consent of the Landowner.
26. Farmer shall not cause or permit any lien or encumbrance to attach to or be placed upon the Landowner's title or interest in the lease land.
27. Farmer shall not make any alterations, additions, or improvements to the Leased Land without the prior written consent of the Landowner.
28. Farmer shall not enroll the Leased Land in any federal, state, or local government program without the prior written consent of the Landowner.
29. This agreement constitutes the entire agreement between the parties with respect to the subject matter of this agreement. Any amendments, changes, or modifications of this agreement shall be effective only when made in writing and executed by the parties.
30. Exhibit A and Exhibit B are attached hereto and incorporated herein by reference as if set forth in full. The provisions of this Lease Agreement and Exhibit B shall be harmonized to give full force and effect to each wherever possible. In the event of an irreconcilable conflict, Exhibit B controls.

Accepted and agreed to this ____ day of _____, _____.

(Farmer)

Signature of (Farmer) witnessed this ____ day of _____, _____.

(Witness)

Accepted and agreed to this ____ day of _____, _____.

(Landowner)

Signature of (Landowner) witnessed this ____ day of _____, _____.

(Witness)

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Exhibit B - Permitted Uses and Use Restrictions

Select the practices that should be followed as a guideline to the operator for crop production purposes. If the option is not applicable to the agreement, check the box labeled N/A.

Keep in mind that any practice that is selected in the checklist is an addition to all applicable regulations (e.g., Ch. 23, Door County Code, Ch.'s ATCP 50, NR 151 & NR 243, Wis. Adm. Code, NRCS 590) and does not eliminate any requirements of those regulations.

Definitions of terminology utilized are available in the attached "Glossary" on page 9 & 10.)

1. NUTRIENT APPLICATION PRACTICES

a.) Acceptable Forms of Nutrients for Application (Check all that apply)

- | | |
|---------------------------------------|--|
| ☐ Animal Waste | ☐ Industrial Waste |
| ☐ Bio solids | ☐ Commercial Fertilizer |

2. ANIMAL WASTE PRACTICES

a.) Acceptable Forms of Animal Waste for Application (Check all that apply)

- ☐ Liquid
☐ Solid (dry-bedded)
☐ None

b.) Acceptable Times of Year for Animal Waste Application (Check all that apply)

- | | |
|---|---|
| ☐ April – June | ☐ December – March |
| ☐ July – August | ☐ At no time when soils are frozen and/or snow covered |
| ☐ September – November | |

c.) Animal Waste Application Rates per Application

- ☐ 590 standards/NR 243 standards
☐ No more than 75% of the 590/243 allowable rate
☐ No more than 50% of the 590/243 allowable rate
☐ No More than 25% of the 590/243 allowable rate

d.) Minimum Animal Waste Application Setbacks from Concentrated Flow Channels

- ☐ 590 standards/NR 243 standards (See Glossary "Item 2-d")
☐ 40' setback
☐ 60' setback
☐ 80' setback

e.) Minimum Animal Waste Application Setbacks from Direct Conduits to Groundwater

- ☐ 590 standards/NR 243 standards (See Glossary "Item 2-e")
☐ 250' setback
☐ 500' setback

f.) Animal Waste Incorporation Timing

- | | |
|---|---|
| ☐ N/A | ☐ Same calendar day as application |
| ☐ Within 24 hours of application | ☐ Within one hour of application |

g.) Animal Waste Application Prohibited if Precipitation by National Weather Service is Predicted Within

- ☐ N/A
 ☐ 24 hours
☐ 12 hours
 ☐ 48 hours

h.) Minimum Depth to Bedrock and/or Groundwater Water Table/Saturated Soils at Time of Animal Waste Application

- ☐ N/A
 ☐ 48 inches
☐ 24 inches
 ☐ 60 inches
☐ 36 inches

3. TILLAGE PRACTICES**a.) Minimum Tillage Buffer Prior to Animal Waste Application from outer edge of Concentrated Flow Channels**

- ☐ N/A
 ☐ 40' tillage buffer
☐ 30' tillage buffer
 ☐ 50' tillage buffer

b.) Minimum Tillage Setback from outer edge of Concentrated Flow Channels

(IF a tillage buffer is selected in 3.a., the tillage setback in 3.b. must be a lesser distance.)

- ☐ N/A
 ☐ 30' tillage setback
☐ 20' tillage setback
 ☐ 40' tillage setback

c.) Minimum Tillage Buffer Prior to Animal Waste Application from Direct Conduits to Groundwater

- ☐ N/A
 ☐ 50' tillage buffer
☐ 40' tillage buffer
 ☐ 60' tillage buffer

d.) Minimum Tillage Setback from Direct Conduits to Groundwater

(IF a tillage buffer is selected in 3.c. the tillage setback in 3.d. must be a lesser distance.)

- ☐ N/A
 ☐ 40' tillage setback
☐ 30' tillage setback
 ☐ 50' tillage setback

e.) Minimum Tillage Setback from Field Edge of Roadside Ditches

- ☐ N/A
 ☐ 10' tillage buffer
☐ 5' tillage buffer
 ☐ 15' tillage buffer

4. OPERATIONS**a.) Field Work Time Prohibited; Heavy Equipment Operation**

- ☐ N/A
☐ Weekday (Mon–Fri) time restrictions: _____
☐ Weekend (Sat–Sun) time restrictions: _____
☐ Specific dates/times: _____

b.) Field Work Time Prohibited; Animal Waste Application

- ☐ N/A
☐ Weekday (Mon–Fri) time restrictions: _____
☐ Weekend (Sat–Sun) time restrictions: _____
☐ Specific dates/times: _____

- ☐
- N/A

6. OTHER

- ☐
- N/A

7. ADDITIONAL MANAGEMENT CONDITIONS/REQUIREMENTS

[illegible]

Glossary

Animal Waste Incorporation - The mixing of animal waste with the topsoil or residue or subsurface placement of nutrients with topsoil by such means as injector, disc, sweep, mold-board plow, chisel plow, or other tillage/infiltration methods. Nutrients shall not run off the field or drain to subsurface tiles during application.

Biosolid - The nutrient-rich organic materials resulting from the treatment of sewage sludge.

AFO (Animal Feeding Operation) – An agricultural operation where animals are kept and raised in confined situations. AFOs congregate animals, feed, manure and urine, dead animals, and production operations on a small land area. Feed is brought to the animals rather than the animals grazing or otherwise seeking feed in pastures, fields, or on rangeland.

CAFO (Concentrated Animal Feeding Operation) – A farm operation is defined as a concentrated animal feeding operation, or CAFO, if it meets the definition of an AFO (above) and also confines more than 1,000 animal units (1,000 animal units is equal to 2,500 swine; 100,000 broilers; 700 dairy cows; or 1,000 beef steers).

Commercial Fertilizer - A manufactured chemical mixture prepared for use as fertilizer as distinguished from such natural substances as farm manures.

Concentrated Flow Channel – A natural or constructed channel that has been shaped or graded and has established perennial vegetation for the stable conveyance of runoff. This definition may include non-vegetated channels caused by ephemeral erosion. These channels include perennial and intermittent streams, drainage ditches, and drainage ends identified on the NRCS soil survey and not already classified as Surface Water Quality Management Areas (SWQMAs). Concentrated flow channels are also identifiable as contiguous up-gradient deflections of contour lines on the USGS 1:24,000 scale topographic map. The path of flow to surface water or direct conduits to groundwater must be documented.

Direct Conduit to Groundwater - Wells, sinkholes, swallets (a sinkhole or rock hole that intercepts a stream, diverting all or a portion of it to the groundwater), fractured bedrock at the surface, mine shafts, non-metallic mines, tile inlets discharging to groundwater quarries, or depressional groundwater recharge areas over shallow fractured bedrock. For the purpose of nutrient management planning, these features will be identified on the NRCS soil survey and/or USGS 1:24,000 scale topographic map, or otherwise determined through on-site evaluation and documented in a conservation plan.

Dry-bedded or solid animal waste – Animal waste that does not flow under pressure, cannot be transported through a liquid pump and contains bedding.

Grassed Waterway - A broad, shallow, parabolic shaped channel designed to move surface water across farmland without causing soil erosion.

Industrial Waste – Typically byproduct wastewaters from food processing facilities. These wastes shall not have detrimental effects on soils, crops or groundwater, and shall have beneficial properties as a soil conditioner or fertilizer.

Item 2-d:

590 Standards - No setback requirements for animal waste applications from concentrated flow channels. The standard strictly states that animal waste cannot be applied directly over a concentrated flow channel.

NR 243 Standards - Animal waste applications must be setback at a minimum of 25 feet during optimal spreading conditions with immediate nutrient incorporation. Animal waste applications that take place on frozen or snow covered ground can be restricted to the point of no application depending on field slope.

Item 2-e:

590 Standards – Animal waste applications must maintain a setback of 200 feet upslope of areas contributing runoff to direct conduits to groundwater unless the nutrients are incorporated into the soil within 72 hours of application.

NR 243 Standards – Animal waste applications must maintain a setback of 100 feet from direct conduits to groundwater. Animal waste applications that take place on frozen or snow covered ground can be restricted to the point of no application depending on field slope.

Nutrient Management Plan - A strategy for obtaining the maximum return from on and off-farm fertilizer resources in a manner that protects the quality of nearby water resources.

NR 243 – Addresses design standards, accepted management practices and establishes permit requirements and the basis for issuing permits to CAFOs in regards to animal waste and other soil amendment storage, handling and discharge.

NRCS 590 Standard – Managing the amount, source, placement, form, and timing of the application of animal waste and other nutrients and soil amendments. This standard is the minimum required for all farmers in Wisconsin.

RUSLE (Revised Universal Soil Loss Equation) – An erosion prediction technology used to estimate rates of soil erosion caused by rainfall and associated overland flow.

Sewage The solid, semisolid or liquid untreated residue generated during the treatment of domestic sewage in a treatment facility or septic system.

Sinkhole - A cavity in the ground, especially in limestone bedrock, caused by water erosion and providing a route for surface water to disappear underground.

T (Tolerable Soil Loss) – The theoretical maximum rate of soil erosion, in tons per acre per year, allowable for particular soils and site conditions that will maintain soil productivity.

Tillage Buffer Prior to Animal Waste Application – An area of cropland where the soil is worked up prior to animal waste applications. Buffer zones slow animal waste runoff, and provide an area where runoff can permeate the soil. Examples of where tillage buffers are useful include direct conduits to groundwater and concentrated flow channels.

Tillage Setback – An area where tillage is prohibited in order to protect stream banks and other land features from erosion, and to prevent soil and nutrients from being transported off site.

Top-dressing – Applications of animal waste over a crop without incorporation.



Village of Sister Bay
Sewer and Water Utilities Committee Operations Report

Sewer and Water Utilities Committee Meeting
February 10, 2026

Capacity Report

See the attached report for November and December 2025.

Sludge Hauling Update

In 2025, the Sister Bay WWTP generated 400,687 gallons of sludge that was generated by the facility and then disposed of at the NEW Water and Sturgeon Bay WWTP facilities. Sturgeon Bay did allow Sister Bay to dispose of roughly 156,500 gallons of sludge at the Sturgeon Bay WWTP, due to a backorder that hindered the anaerobic digester upgrades from starting earlier in 2025. In 2024, a total of 480,000 gallons of sludge were disposed of. However, on December 1, 2025, the sludge loadout valve was found inoperable and was excavated and repaired on December 18, 2025. This delay would have minimally decreased the gallons of sludge that were disposed of in 2025 due to the sludge storage tank having a higher tank level at the end of the year. Another potential reason for the decrease in gallons of sludge produced is operational changes with the concentrator system. Operators have dialed in the concentrator to produce sludge that is consistently resulting in 4.1%-5.0% solids. In the past since bringing the concentrator online, the solids concentration has fluctuated from anywhere between 2.9%-3.9% solids with an average of 3.7% solids concentration. This is not a substantial change in the total solid percentages, but overtime it can affect the overall generated sludge volume.

Well 1 Rehabilitation

Well 1 rehabilitation is scheduled to start on February 4, 2026. The rehabilitation will be performed by CTW.

Well Permit Status Report

All 2025 inside area wells are permitted. There are 16 well permits for renewal in 2026.

Eagle Mechanical Water and Sewer Extension

The water and sewer extension to service the new Eagle Mechanical development on the west side of STH 57 has been installed. The Utilities Department performed safe water testing and flushing after the installation by De Groot. The water main install was also pressure tested and approved. Televising, pressure testing and mandrel (deflection) testing still needs to be completed on the sanitary sewer install.

Megan Barnes, Utilities Director

Village of Sister Bay Utilities						
P.O. Box 91, Sister Bay, WI 54234						
Phones: Voice 920-854-2246 Fax 920-854-7602 Cell 920-421-0254						
Sister Bay, Liberty Grove Utility District, and Town of Liberty Grove						
Treatment Plant Capacities Calculations						
For:	November-2025					
	WWTP	Sister Bay			LGSD #1	Liberty Grove
	Influent	Hauled	Sewered	Total Sister Bay Flow	Sewered	Hauled
Hydraulic Flow (mgd)	4.044	0.039	3.259	3.298	0.381	0.365
Water Sales Ratios			0.89529		0.10471	
	WWTP	Sister Bay			LGSD #1	Liberty Grove
	Influent	Hauled	Sewered	Total Sister Bay Flow	Sewered	Hauled
SEWERED BOD lbs/day	9842		8811		1031	
HAULED BOD lbs/day	1261	118				1142
Total BOD lbs	11102			8929	1031	1142
	WWTP	Sister Bay			LGSD #1	Liberty Grove
	Influent	Hauled	Sewered	Total Sister Bay Flow	Sewered	Hauled
SEWERED TSS lbs/day	8566		7669		897	
HAULED TSS lbs/day	1059	102				957
Total TSS lbs	9624			7771	897	957
	Sister Bay		LGSD #1		Liberty Grove	
Purchased Flow Capacity in mgd	0.62		0.059		0.266	
Monthly Daily Average	0.110		0.013		0.012	
Percent of used Capacity	17.73%		21.53%		4.57%	
	Sister Bay		LGSD #1		Liberty Grove	
Purchased BOD Capacity in lbs/day	905		105		1359	
Monthly Daily Average	298		34		38	
Percent of used Capacity	33%		32.71%		2.80%	
	Sister Bay		LGSD #1		Liberty Grove	
Purchased TSS Capacity in lbs/day	1076		101		999	
Monthly Daily Average	259		30		32	
Percent of used Capacity	24.07%		29.60%		3.19%	

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Treatment Plant Capacities Calculations						
For:	December-2025					
	WWTP	Sister Bay			LGSD #1	Liberty Grove
	Influent	Hauled	Sewered	Total Sister Bay Flow	Sewered	Hauled
Hydraulic Flow (mgd)	4.024	0.034	3.237	3.271	0.379	0.374
Water Sales Ratios			0.89529		0.10471	
	WWTP	Sister Bay			LGSD #1	Liberty Grove
	Influent	Hauled	Sewered	Total Sister Bay Flow	Sewered	Hauled
SEWERED BOD lbs/day	9398		8414		984	
HAULED BOD lbs/day	1035	92				943
Total BOD lbs	10433			8506	984	943
	WWTP	Sister Bay			LGSD #1	Liberty Grove
	Influent	Hauled	Sewered	Total Sister Bay Flow	Sewered	Hauled
SEWERED TSS lbs/day	7896		7069		827	
HAULED TSS lbs/day	802	66				735
Total TSS lbs	8697			7135	827	735
	Sister Bay		LGSD #1		Liberty Grove	
Purchased Flow Capacity in mgd	0.62		0.059		0.266	
Monthly Daily Average	0.106		0.012		0.012	
Percent of used Capacity	17.02%		20.70%		4.54%	
	Sister Bay		LGSD #1		Liberty Grove	
Purchased BOD Capacity in lbs/day	905		105		1359	
Monthly Daily Average	274		32		30	
Percent of used Capacity	30%		30.23%		2.24%	
	Sister Bay		LGSD #1		Liberty Grove	
Purchased TSS Capacity in lbs/day	1076		101		999	
Monthly Daily Average	230		27		24	
Percent of used Capacity	21.39%		26.41%		2.37%	