



MARINA COMMITTEE MEETING AGENDA

September, 21, 2016 at 2:00 p.m.

Sister Bay Fire Station - 2258 Mill Road

For additional information check: www.sisterbaywi.gov

Call Meeting to Order

Deviations from the agenda order shown may occur.

Roll Call

1	Chair – John Clove		2	Pat Duffy	
3	Scott Baker		4	Greg “Fuzzy” Sunstrom	
5	Dwight Anderson - Alternate		6	Dan Jungwirth - Alternate	
7	Marina Manager – Nicole Krauel			Administrator – Zeke Jackson	

Approval of minutes as published

Comments and Correspondence

Business Items

1. Discussion regarding Mark Bell’s Letter to the Marina Committee Chair.
2. Discussion on the Marina PILOT; Consider an appropriate motion for action if necessary.
3. Discussion on general slip rates for 2017 and the 2016 rate study; consider an appropriate motion for action.
4. Discussion regarding renewal of Commercial Vendor Leases/RFP’s for commercial vendors; consider an appropriate motion for action if necessary.
5. Review of the draft 2017 budget for the Sister Bay Marina and discussion regarding that document; Consider a motion to recommend approval to the Finance Committee.
 - Discussion regarding an RFP for engineering services for a fuel dock at the Sister Bay Marina.
6. Consider a motion to convene into Executive Session pursuant to Wisconsin State Statutes, Section 19.85(1)(f) Personnel Matters. Consideration of financial, medical, social or personal histories or disciplinary data of specific persons, preliminary consideration of specific personnel problems or investigation of charges against specific persons that, if discussed in public, would likely to have substantial adverse effect on reputation of any person mentioned in such histories or data, or involved in such problems or investigations, and §19.85(1)(e) to deliberate or negotiate the purchase of public properties, the investment of public funds, or conduct other specified public business, whenever competitive or bargaining reasons require a closed session.
7. Consider a motion to reconvene into Open Session.
8. Consider a motion to take action, if required.
9. Consider a motion to discuss matters to be placed on a future agenda or referred to a committee, official or employee.

Adjournment

Public Notice

Questions regarding the nature of the agenda items or more detail on the agenda items listed above scheduled to be considered by the governmental body listed above can be directed to Zeke Jackson, Village Administrator at 920-854-4118 or at zeke.jackson@sisterbaywi.gov.

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice. 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 at no cost to the individual to participate in public meetings. 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 Administrator at 854-4118, (FAX) 854-9637, or by writing to the Village Administrator at 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 Administrator’s Office, Administration Building, 2383 Maple Drive during operating hours. (8 a.m. – 4 p.m. weekdays).

I hereby certify that I have posted a copy of this agenda at the following locations:		
<input type="checkbox"/> Administration Building	<input type="checkbox"/> Library	<input type="checkbox"/> Post Office
Name _____ / _____		

1 *meeting of the Marina Committee.*

2
3 **Item No. 2. Discussion on slip rates for seasonal slip holders and commercial vendors for**
4 **2017 and review of the 2015 Rate Study/Waitlist Analysis; Consider an appropriate motion**
5 **for action:**

6 Krauel indicated that it is her understanding that in the past issues arose with filling all the
7 seasonal slips, but over the course of the 2015 season she was able to fill all of those slips. In
8 2016 fifteen seasonal tenants decided not to return, but all the vacant slips were again filled.
9 At this time there is a very high demand for larger slips, and at least one to two people are
10 being added to the wait list per week. Krauel does not believe she will have any issues filling
11 seasonal slips in the future. The question arose as to whether the wait list which had been
12 included in the meeting packets had been updated recently, and Krauel responded that it
13 had not been. She was asked to update the waitlist over the course of the winter months and
14 was also asked to contact people who have been on the waitlist for quite some time to see if
15 they wish to remain on that list.

16
17 Rass distributed a revenue and rate analysis spreadsheet to the Committee members, and
18 they jointly reviewed that document. During the review process Clove indicated that he
19 believes a rate increase is warranted at this time. He would like to suggest that in 2017
20 seasonal slip rates increase by 5% and commercial vendor slip rates increase by 10%. He also
21 would like to suggest that transient fees increase by \$2.00 per foot. Baker agreed and noted
22 that he believes a structured rate increase schedule should be adhered to for a few successive
23 years.

24
25 Duffy commended Krauel for filling the empty slips, and also commended Rass for
26 compiling the previously mentioned data. He also noted that he believes a seasonal slip rate
27 increase is warranted.

28
29 Anderson stated that he believes feedback should be solicited from the seasonal slip holders
30 and transient boaters regarding their feelings about a potential fee increase, as they will be
31 the ones affected by a rate change. Krauel noted that she believes a customer satisfaction
32 survey was conducted a number of years ago, and she was asked to see that that document is
33 included in the packets for a future meeting of the Committee.

34
35 Jungwirth indicated that after looking at the previously mentioned rate analysis, if he had a
36 boat at the Marina, he would expect the rates to go up.

37
38 Greg Diltz noted that there will always be someone who is willing to pay whatever slip fees
39 are established, but does not believe it would be fair to "price out" the "locals". He would
40 not be opposed to a reasonable rate increase.

41
42 *Lengthy discussion took place regarding slip rates, and it was eventually the consensus that the*
43 *Committee members should give this issue some thought and be prepared to re-address it at the*
44 *September 21, 2016 meeting of the Marina Committee. For the time-being a 5% increase for seasonal*
45 *slip tenants, a 10% increase for commercial vendors, and a transient fee increase to \$2.00 per foot will*
46 *be included in the budget as "a placeholder".*

Minutes of the September 7, 2016 Meeting of the Marina Committee

1 *Rass cautioned that if a 5% rate increase is initiated for seasonal slip holders in 2017 "the Marina will*
 2 *barely be in the black". Fuel prices and weather will have a significant impact on the Marina, and she*
 3 *believes those factors must be taken into consideration. She also stressed that at some point the Marina*
 4 *must establish a Capital Projects Replacement Fund. Lengthy discussion took place regarding this*
 5 *issue and it was the consensus that a "Transfer To CIP" Account with a balance of \$75,000 shall be*
 6 *established.*

7
 8 Clove and Duffy indicated that before the Marina PILOT was established a Marina
 9 replacement fund did exist, but because of budgetary constraints that account was
 10 eliminated.

11
 12 **Item No. 3. Review of the draft 2017 budget and discussion regarding that document;**
 13 **Consider a motion to recommend a version to the Finance Committee:**

14 Draft copies of the 2017 Budget and financial reports for the Sister Bay Marina were included
 15 in the meeting packets, and the Committee members jointly reviewed all of those documents.

16 During the review process discussion took place regarding Marina Fest, and Duffy and
 17 Jackson noted that several representatives of the non-profit organizations who participated
 18 in Marina Fest this year informed them that they had difficulty finding volunteers to work
 19 for two days.

20 *It was eventually the consensus that anticipated revenues for Marina Fest shall be reduced to -0- in*
 21 *2017 but \$10,000.00 shall be added to Account Number 55991 – Transfer to General Fund.*

22 Rass gave explanations for all of the following significant budgetary changes from 2016 to
 23 2017:

- 24
 25 1. Budget levels for revenue accounts were increased in an attempt to overcome
 26 increased budgetary expenses.
- 27 2. Account #55101 – Wages, Manager: Decreased expense due to a recommendation
 28 from the Personnel Committee for the purposes of budgeting, that the Marina
 29 Manager position be changed to an hourly rate of pay. Therefore, the budgeted
 30 expense is split between this account and the overtime account. The total results in
 31 compensation of approximately \$40,000.
- 32 3. Account #55105 – Wages, Admin: In 2016, the Admin allocation to the marina was
 33 increased as a result of Administration's additional time spent assisting the Marina
 34 Manager with Scribble setup, reconciliations, cash handling, and other items. This
 35 cost has been reduced for 2017.
- 36 4. Account #55105 – Maintenance, Park: In 2016, a sum was budgeted as an allocation
 37 from Parks to Marina for work performed by Parks employees on the marina. Rass
 38 was not informed of this allocation and work by Parks employees has been directly
 39 allocated during 2016. Rass will do research to correct this. However, the allocation
 40 to the marina has been reduced in 2017 from 6% to 4% even though the actual
 41 amount of time spent is higher. With aging buildings and docks, it is likely that
 42 more, not less, time will be spent on repair work at the marina.

Minutes of the September 7, 2016 Meeting of the Marina Committee

- 1 5. Account #55105 – Wages, Seasonal: The seasonal wages have been increased in 2017
2 as a result of a recommendation from the Personnel Committee to increase
3 compensation for two employees who could serve as Shift Managers and alleviate
4 some of the burden on the Marina Manager.
- 5 6. Account #55110 – Wages, Overtime: The majority of the increase in budgeted
6 expense is related to reverting the Marina Manager’s compensation back to hourly.
7 In addition to that sum, additional overtime compensation has been calculated for
8 Dockhands based on 2016 actual levels.
- 9 7. Account #55111 – Bonuses: Labor Day bonuses have been budgeted for 2017 as an
10 enticement to keep employees at the marina in the fall. For quite some time there has
11 been difficulty staffing the marina during the fall as staff members have returned to
12 school.
- 13 8. Account #55201 – Travel/Training: Expense in 2016 was related to Quickbooks and
14 Scribble training. In 2017, additional expense is budgeted for classes for the Manager
15 and for dock staff.
- 16 9. Account #55225 – Recognition: Expense for recognition has been added to all
17 budgets so that Management has an additional tool to recognize staff members for
18 dedication and service.
- 19 10. Account #55340 – Marina Utility Costs: Like other expenses in the 2017 budget, the
20 line item was decreased to attempt to bring the budget into the black.
- 21 11. Account #55370 – Internet: Wi-Fi repeaters have been budgeted in 2017.
- 22 12. Account #55405 – Computer Hardware: The budgeted amount for 2016 was
23 supposed to cover the purchase of Scribble; however, since the agreement was signed
24 in 2015, it actually was expended then. For 2017, the budget has been returned to
25 more normal levels.
- 26 13. Account #55430 – Custodial Supplies: Like other expenses in the 2017 budget, the
27 line item was decreased to attempt to bring the budget into the black.
- 28 14. Account #55465 – Service Equipment: The marina is in need of a new commercial,
29 coin operated washer and dryer.
- 30 15. Account #55475 – Bicycles: The Marina Manager requested that new bicycles be
31 purchased in 2017.
- 32 *Krauel was asked to see that actual data regarding the cost of purchasing bicycles and potential rental*
33 *income is included in the packets for the September 21, 2016 meeting of the Marina Committee.*
34
- 35 16. Account #55502 – Accounting Support: Due to the conversion from Classic to Clarity
36 accounting software, support costs will increase across all funds.

1 17. Account #55503 – Credit Card Fees: Due to the increased use of credit cards at the
2 marina, fees have also increased.

3 *A number of revisions to the Marina budget were suggested by the Committee members, and Rass*
4 *took note of all of them.*

5 *Discussion then turned to capital needs, and it was the consensus that at the end of the 2016 season a*
6 *budget amendment shall be requested for the purchase of coin operated laundry units. The Committee*
7 *members also designated effective dates for the CIP projects which had been delineated in the draft*
8 *budget. Rass took note of all those dates.*

9 *A motion was made by Clove, seconded by Duffy that the Marina Committee is recommending that*
10 *the Village take out a 10 year note for \$250,000 in the spring of 2017 to cover the costs of installation*
11 *of a fuel dock at the Sister Bay Marina. That note will be paid for on an annual basis with revenues*
12 *realized at the Marina as a result of fuel sales and Marina reserves. Motion carried – All ayes.*

13 *At 4:46 P.M. Duffy indicated that he had another obligation and left the meeting.*
14

15 **Item No. 4. Consider a motion to convene into executive session pursuant to Wis. Stats.,**
16 **§19.85(1)(f) to discuss personnel matters and consider financial, medical, social or personal**
17 **histories or disciplinary data with respect to specific persons, and preliminarily consider**
18 **specific personnel problems or investigation of charges against specific persons, which, if**
19 **discussed in public would be likely to have a substantial adverse effect on the reputation**
20 **of any person mentioned in such histories or data or involved in such problems or**
21 **investigations, and §19.85(1)(e) to deliberate or negotiate the purchase of public**
22 **properties, the investment of public funds, or conduct other specified public business,**
23 **whenever competitive or bargaining reasons require a closed session:**

24 *At 4:49 P.M. a motion was made by Clove, seconded by Baker that the Marina Committee convene*
25 *into executive session pursuant to Wis. Stats., §19.85(1)(f) to discuss personnel matters, consider*
26 *financial, medical, social or personal histories or disciplinary data with respect to specific persons, and*
27 *preliminarily consider specific personnel problems or investigate charges against specific persons,*
28 *which, if discussed in public would be likely to have a substantial adverse effect on the reputation of*
29 *any person mentioned in such histories or data or involved in such problems or investigations, and*
30 *§19.85(1)(e) to deliberate or negotiate the purchase of public properties, the investment of public*
31 *funds, or conduct other specified public business, whenever competitive or bargaining reasons require*
32 *a closed session.*

33
34 *A roll call vote was taken on that motion, and the Committee members voted in the following fashion:*

35
36 *Anderson – Aye; Baker – Aye; Clove – Aye; Duffy – Aye; Jungwirth – Aye; Sunstrom – Aye*
37

38 *Motion carried.*
39

40 **Item No. 5. Consider a motion to reconvene into open session:**

41 *At 5:27 P.M. a motion was made by Clove, seconded by Baker that the Marina Committee reconvene*
42 *into open session. Another roll call vote was taken, and the Committee members again voted in the*
43 *following fashion:*

44
45 *Anderson – Aye; Baker – Aye; Clove – Aye; Duffy – Aye; Jungwirth – Aye; Sunstrom – Aye*

Minutes of the September 7, 2016 Meeting of the Marina Committee

1 *Motion carried.*

2
3 *At 5:28 P.M. Jackson indicated that he had another obligation and left the meeting.*

4
5 **Item No. 6. Consider a motion to take action, if required:**

6 *A motion was made by Clove, seconded by Jungwirth that the Marina Committee recommends that*
7 *the Marina Manager be paid a salary which is compliant with the Fair Labor Standards Act. Motion*
8 *carried – All ayes.*

9
10 **Item No. 7. Consider a motion to discuss matters to be placed on a future agenda or**
11 **referred to a committee, official or employee:**

12 *It was the consensus that the following issues shall be addressed at the September 21, 2016 meeting of*
13 *the Marina Committee:*

- 14 • *Discussion with Mark Bell regarding the issues he has with Marina policies and procedures*
15 *and the services which have not been provided to him by Marina employees.*
- 16 • *Discussion on the PILOT Comparison Worksheet; Consider an appropriate motion for action*
17 *if necessary.*
- 18 • *Discussion on slip rates for seasonal slip holders and commercial vendors for 2017 and review*
19 *of the 2015 Rate Study/Waitlist Analysis; Consider an appropriate motion for action.*
- 20 • *Consider a motion to convene into executive session pursuant to Wis. Stats., §19.85(1)(f) to*
21 *discuss personnel matters and consider financial, medical, social or personal histories or*
22 *disciplinary data with respect to specific persons, and preliminarily consider specific personnel*
23 *problems or investigation of charges against specific persons, which, if discussed in public*
24 *would be likely to have a substantial adverse effect on the reputation of any person mentioned*
25 *in such histories or data or involved in such problems or investigations, and §19.85(1)(e) to*
26 *deliberate or negotiate the purchase of public properties, the investment of public funds, or*
27 *conduct other specified public business, whenever competitive or bargaining reasons require a*
28 *closed session.*

29
30 *The Committee members requested that Krauel:*

- 31 *A. See that actual data regarding the cost of purchasing bicycles and potential rental*
32 *income is included in the packets for the September 21, 2016 meeting of the Marina*
33 *Committee.*
- 34 *B. Update the waitlist over the course of the winter months and contact people who have been*
35 *on that list for quite some time to see if they are still interested in obtaining a slip at the*
36 *Sister Bay Marina. If they are no longer interested, she shall request that appropriate*
37 *refunds are issued in a timely fashion.*

38
39 **Adjournment:**

40 *A motion was made by Baker, seconded by Jungwirth that the September 7, 2016 meeting of the*
41 *Marina Committee be adjourned at 5:26 P.M.*

42
43 *Respectfully submitted,*



45 *Janal Suppanz,*
46 *Assistant Administrator*

Ag 22-16

8

20ke, John clove Marian Committee

I would like to appear
at next Marian committee
MEETING. I have complaints

I have met with John

Things ARE WORSE FOR ME

John did not want to

see my material that

I brought

MARK BELL

920-958-9709

2017 Marina Fund PILOT Calculations

9/19/2016 11:33

Value from Project Allocation sheet

Component Description		Units	Dollars/Unit
1	Land	Front Feet	\$7,000
	Parcel 41K1	75	\$525,000
	Parcel 41K2	149	\$1,043,000
	Parcel 41L	137	\$959,000
	Parcel 41L1	85	\$595,000
	Parcel 41M	133	\$931,000
	Parcel 41M1 Casperson	163	\$1,141,000
	Parcel 41N Johnson	235	\$306,972
	Parcel 41N Boathouse	58	\$49,719
	Totals	1,035	\$5,550,690
2	Docks	Square Feet	
	A Dock fixed	20000	\$254,835
	B Dock	1827	\$23,279
	B Dock Floating	9000	\$216,246
	C Dock Floating	22952	\$803,757
	D Dock	4620	\$58,868
	D Dock Floating	11008	\$264,493
	Dock floating	4774	\$176,664
	Floating Dock - Launch Ramp	480	\$11,534
	Floating Dock - Shore Piers	1200	\$28,833
	Floating Seawall Finger Pier	60	\$15,580
	J Dock - Fixed	1755	\$19,771
	Floating Seawall Finger Pier	60	\$15,580
	Totals	74181	\$1,889,440
3	Buildings	Square Feet	
	Marina Building	2000	\$421,899
	Marina Building contents		\$54,936
	Rental Kiosk	192	\$22,202
	Boathouse		\$220,648
	Boathouse contents		\$16,477
	Totals		\$736,162
4	Other Improvements & PIO	Quantity	
	A Dock Breakwall	4660	\$3,519,930
	J Dock Breakwall - Johnson	2950	\$2,228,283
	Ice Eaters	13	\$17,921
	Lighting	13	\$36,405
	Sidewalks		\$50,000
	Benches	37	\$21,542
	Picnic tables	30	\$15,294
	Totals		\$5,889,375
	Grand Total		\$14,065,668

Notes on how values were determined**Item 1**

Land values taken from purchase of Johnson property

Item 2

Dock values taken from McClone insurance replacement values

Item 3

Marina building values taken from McClone replacement values

Rental kiosk taken from McClone replacement values

Boathouse values and contents from McClone replacement values

Item 4

Marina breakwall value taken from McClone replacement values

Johnson breakwall value taken from McClone replacement values

Lighting value taken from McClone replacement values

Sidewalks and pavement value taken from McClone replacement values

Benches value taken from McClone replacement values

Picnic tables value taken from McClone replacement values

The values are for the term 1/1/2017 - 1/1/2018.

Payment in Lieu of Taxation Calculation	Estimated:	<i>If updated for 2017:</i>
Value of docks	1,889,440	
Value of buildings and contents	736,162	
Value of land	5,550,690	
Value of other improvements	5,889,375	
Totals	\$14,065,668	
<hr/>		
Previous Mill Rate used for calculation	12.000000	
2016 Payment in Lieu of Taxes	\$126,356	
<hr/>		
2015 Net Local & School Tax Rate	8.453283	
Assessment Ratio	1.077349	
PILOT based on Village mill rate	\$128,098	
Difference	-\$1,742	

Proposed 2017 Marina Payment in Lieu of Taxes \$126,356

increase in PILOT would negatively affect the Marina and the Village's levy limit

2017 Marina Fund PILOT Calculations

9/19/2016 11:38

Component Description		Audited FS	Replacement Cost		Alibi Marina	Yacht Works
1	Land	\$1,572,756	\$5,550,690	Assessed Land Value	\$3,313,700	\$3,686,000
2	Docks	\$3,643,865	\$1,889,440	Ass'd Value Improvements	\$635,500	\$1,049,600
3	Buildings	\$370,973	\$664,749			
	Building Improvements	\$64,352	\$71,413			
	Subtotal	\$435,325	\$736,162			
4	Equipment and Furnishings	\$35,480	\$5,889,375			
	Grand Total	\$5,687,426	\$14,065,668		\$3,949,200	\$4,735,600

2016 Payment in Lieu of Taxes	\$126,356	\$126,356		
Net Local & School Tax Rate	9.220486	9.220486	9.220486	9.220486
Assessment Ratio	1.077349	1.077349	1.077349	1.077349
PILOT calculation	\$56,497	\$139,724	\$39,230	\$47,042

An increase in PILOT would negatively affect the Marina and the Village's levy limit.

The asset values supplied under the audited financial statements are based on historical cost, whereas values used to calculate the PILOT were previously based on insurance replacement cost.

Water Property Tax Equivalent - Detail

- No property tax equivalent shall be determined for sewer utilities or town sanitary district water utilities.
- Tax rates are those issued in November (usually) of the year being reported and are available from the municipal treasurer. Report the tax rates in mills to six (6) decimal places.
- The assessment ratio is available from the municipal treasurer. Report the ratio as a decimal to six (6) places.
- The utility plant balance first of year should include the gross book values of plant in service (total of utility financed and contributed plant), property held for future use and construction work in progress.
- An "other tax rate" is included in the "Net Local and School Tax Rate Calculation" to the extent that it is local. An example is a local library tax. Fully explain the rate in the Property Tax Equivalent schedule footnotes.
- **Property Tax Equivalent - Total**
If the municipality has authorized a lower tax equivalent amount, the authorization description and date of the authorization must be reported in the schedule footnotes. If the municipality has NOT authorized a lower amount, leave the cell blank.

COUNTY: DOOR (1)

SUMMARY OF TAX RATES

1. State Tax Rate	mills	0.157522
2. County Tax Rate	mills	3.638017
3. Local Tax Rate	mills	5.296530
4. School Tax Rate	mills	2.761144
5. Vocational School Tax Rate	mills	0.722153
6. Other Tax Rate - Local	mills	0.000000
7. Other Tax Rate - Non-Local	mills	0.000000
8. Total Tax Rate	mills	12.575366
9. Less: State Credit	mills	0.467710
11. Net Tax Rate	mills	12.107656

PROPERTY TAX EQUIVALENT CALCULATION

12. Local Tax Rate	mills	5.296530
13. Combined School Tax Rate	mills	3.483297
14. Other Tax Rate - Local	mills	0.000000
15. Total Local & School Tax Rate	mills	8.779827
16. Total Tax Rate	mills	12.575366
17. Ratio of Local and School Tax to Total	dec.	0.698177
18. Total Tax Net of State Credit	mills	12.107656
19. Net Local and School Tax Rate	mills	8.453283
20. Utility Plant, Jan 1	\$	5,438,018
21. Materials & Supplies	\$	34,047
22. Subtotal	\$	5,472,065
23. Less: Plant Outside Limits	\$	0
24. Taxable Assets	\$	5,472,065
25. Assessment Ratio	dec.	1.077349
26. Assessed Value	\$	5,895,324
27. Net Local and School Tax Rate	mills	8.453283
28. Tax Equiv. Computed for Current Year	\$	49,835

PROPERTY TAX EQUIVALENT - TOTAL

PROPERTY TAX EQUIVALENT CALCULATION

1. Utility Plant, Jan 1	\$	5,438,018
2. Materials & Supplies	\$	34,047
3. Subtotal	\$	5,472,065
4. Less: Plant Outside Limits	\$	0
5. Taxable Assets	\$	5,472,065
6. Assessed Value	\$	5,895,324
7. Tax Equiv. Computed for Current Year	\$	49,835
8. Tax Equivalent per 1994 PSC Report	\$	23,137
9. Amount of Lower Tax Equiv. as Authorized by Municipality for Current Year (see notes)	\$	35,457
10. Tax Equivalent for Current Year (see notes)	\$	35,457

Water Property Tax Equivalent - Detail

- No property tax equivalent shall be determined for sewer utilities or town sanitary district water utilities.
- Tax rates are those issued in November (usually) of the year being reported and are available from the municipal treasurer. Report the tax rates in mills to six (6) decimal places.
- The assessment ratio is available from the municipal treasurer. Report the ratio as a decimal to six (6) places.
- The utility plant balance first of year should include the gross book values of plant in service (total of utility financed and contributed plant), property held for future use and construction work in progress.
- An "other tax rate" is included in the "Net Local and School Tax Rate Calculation" to the extent that it is local. An example is a local library tax. Fully explain the rate in the Property Tax Equivalent schedule footnotes.
- **Property Tax Equivalent - Total**
If the municipality has authorized a lower tax equivalent amount, the authorization description and date of the authorization must be reported in the schedule footnotes. If the municipality has NOT authorized a lower amount, leave the cell blank.

Water Property Tax Equivalent - Total (Page W-07)

Lower Tax Equivalent authorized by municipality is greater than or equal to zero, please explain.

Approved via resolution in August 2014. Prior the Village had waived the PILOT.

		2017	2017	2017	2017	2017	2017
	2016	As Currently Proposed	W/ Marina PILOT based on Audited FS	W/O Marina PILOT	W/O Marina or Utility PILOT	W/O PILOTs & W/Braun & Beach Refinanced IO	W/ Maximum Levy Limit
Assessed Valuation	424,360,101	413,082,407	413,082,407	413,082,407	413,082,407	413,082,407	413,082,407
Levy Limit	2,223,820	2,267,001	2,336,860	2,393,357	2,435,080	2,328,965	2,599,993
Mill Rate/\$1000	5.240407839	5.4880115	5.657127877	5.793897197	5.894901256	5.638015467	6.294126683
Mill Rate Change		4.72%	7.95%	10.56%	12.49%	7.59%	14.69%
Net New Construction		1,142,900	1,142,900	1,142,900	1,142,900	1,142,900	1,142,900
Net New Construction %		0.29%	0	0.29%	0.29%	0.29%	0.29%
Absolute Change in Valuation		(11,277,694)	(11,277,694)	(11,277,694)	(11,277,694)	(11,277,694)	(11,277,694)
Change in Valuation %		-2.66%	-2.66%	-2.66%	-2.66%	-2.66%	-2.66%
Net Mill Rate Change		7.09%	10.32%	12.93%	14.86%	9.95%	17.06%

VILLAGE OF SISTER BAY, WISCONSIN

Statement of Net Position

Proprietary Fund Type - Enterprise Funds

December 31, 2015

(With Summarized Financial Information as of December 31, 2014)

	Utility	Marina	Totals	
			2015	2014
ASSETS				
Cash and investments	\$ 603,525	\$ 280,965	\$ 884,490	\$ 854,629
Receivables				
Accounts	270,999	23,391	294,390	271,522
Special assessments	203,690	-	203,690	203,690
Due from other funds	3,455	-	3,455	2,280
Due from other governments	28,711	-	28,711	22,419
Inventory	26,283	3,387	29,670	35,422
Prepaid items	-	545	545	1,620
Restricted cash and investments	1,952,299	-	1,952,299	1,793,617
Other assets				
Net pension asset	16,013	3,464	19,477	-
Capital assets				
Land	93,720	1,572,756	1,666,476	1,666,476
Land improvements	-	3,643,865	3,643,865	3,643,865
Buildings	5,313,377	435,325	5,748,702	5,660,466
Machinery and equipment	1,727,052	35,480	1,762,532	1,752,775
Infrastructure	9,734,092	-	9,734,092	8,127,227
Construction work in progress	-	-	-	1,505,070
Less accumulated depreciation	(9,202,547)	(1,859,209)	(11,061,756)	(10,598,467)
TOTAL ASSETS	10,770,669	4,139,969	14,910,638	14,942,611
DEFERRED OUTFLOWS OF RESOURCES				
Deferred outflows related to pension	18,221	3,279	21,500	-
LIABILITIES				
Accounts payable	11,515	12,953	24,468	22,020
Accrued and other current liabilities	30,909	-	30,909	18,925
Due to other funds	240,208	-	240,208	-
Deposits	-	17,800	17,800	18,100
Accrued interest	3,062	20,486	23,548	24,405
Long-term advance due to other funds	-	705,813	705,813	742,938
Long-term obligations				
Due within one year	175,300	35,000	210,300	188,600
Due in more than one year	632,437	1,758,750	2,391,187	2,601,791
TOTAL LIABILITIES	1,093,431	2,550,802	3,644,233	3,616,779
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows related to pension	1,229	189	1,418	-
NET POSITION				
Net investment in capital assets	6,864,294	2,034,467	8,898,761	8,973,662
Restricted for				
Restricted for plant replacement	1,396,542	-	1,396,542	1,270,141
Restricted for future projects	303,011	-	303,011	271,865
Restricted for pension benefits	33,005	6,554	39,559	-
Unrestricted	1,097,378	(448,764)	648,614	810,164
TOTAL NET POSITION	\$ 9,694,230	\$ 1,592,257	\$ 11,286,487	\$ 11,325,832

The notes to the basic financial statements are an integral part of this statement.

PILOT Analysis

The Marina Committee was told a PILOT was developed to offset the loss of tax revenue to the Village by taking the land off the tax rolls. As the Village expanded and enhanced its Waterfront Bob Kufirin took liberty with PILOT calculations. Since 2013 the Marina Committee has asked time and time again for relief believing the excessive increases are out of whack and not sustainable for Marina solvency.

I've been told stop complaining a private business would be paying more. Why I ask, because according to WI state law PILOT's are supposed to be calculated only on local and school portions of property taxes. Which in our case is approximately 50% of the total bill.

I trusted that our respected Administrator (Bob Kufirin) would have done what was right and as is the case when trying to arrive at property and tax values look at comparables. Here is what I just found on the Door County Land Records website.

1. Alibi Marina in Fish Creek which has 123 seasonal slips and 25 transient slips plus runs the Harbor Guest House which has 6 apartment rentals. The Marina Mgr (Jay) told me some of the slips are run through the Harbor House tax bill so they have 2 tax bills.

Alibi Marina is located at 9480 Spruce St (2015 tax bill attached)	\$28,130.51
Harbor Guest House located at 9484 Spruce St	\$10,178.30
Total taxes	\$38,308.81

2. Yacht Works located at 10967 STH 42 I \$41,559.02

* This includes the ships store and storage building across the street

3. Egg Harbor Marina - Our best comparison being a municipal marina pays \$0

* I called and spoke with Egg Harbor's Treasurer, Lynn Ohnesorge who confirmed they do not have a PILOT or charge any tax on their marina.

Let's review the past seven years to see what comparable Marina's have provided their municipality versus what Sister Bay Marina has paid.

* I didn't want to have to dig through seven years of tax records so I'm using 2015 tax rates for 2010-2016 as I'm pretty sure they haven't gone down.

	Egg Harbor	Alibi	Yacht Works	Sister Bay Marina
2010	\$0	\$38,308	\$41,559	\$108,338
2011	\$0	\$38,308	\$41,559	\$112,438

	Egg Harbor	Alibi	Yacht Works	Sister Bay Marina
2012	\$0	\$38,308	\$41,559	\$158,377
2013	\$0	\$38,308	\$41,559	\$161,905
2014	\$0	\$38,308	\$41,559	\$161,905
2015	\$0	\$38,308	\$41,559	\$128,380
2016	\$0	\$38,308	\$41,559	\$126,356
Totals	\$0	\$268,156	\$290,913	\$857,699

I don't think anyone would disagree that most people feel Fish Creek is one of if not the premier town on the peninsula. Alibi marina is pretty similar to ours in size, location, proximity to shopping, restaurants, etc. Biggest difference is that it's a private Marina. Which by nature carries additional value to most people, but for the sake of this example let's use their tax rate of \$41,559 to arrive at the loss of revenue to the Village by the Marina being a public enterprise. Using WI PILOT law we take 50% of \$268,156 and get a **grand total of \$146,622, a far cry from \$857,699 wouldn't you say?**

The Marina committee and manager have worked very hard to cut expenses to the bone and completely sell out available seasonal slips and break records for transient dockage. Just ask our Finance Director Tasha. The weather and low gas prices certainly helped, but my point is if the Marina can't show a profit with everything going right something is wrong. And it's obvious that it's the PILOT or at least the amount of it.

The Marina is an enterprise fund. As such it should strive to turn a profit and it's owners should be rewarded when it does. In business this is often done through profit sharing plans.

The Marina committee is asking that the PILOT be replaced with a profit sharing plan. After all we are in this together. The better the marina does the more the Village should receive.

The Marina committee suggests splitting profits 50/50. 50% going to the Village General Fund and 50% remaining in the marina to fund much needed capital replacements.

If the Village insists on a PILOT the Marina committee feels strongly it should be comparable to our competitors and not exceed \$50,000.

Secondly, as is the case when an error is found we are asking for a refund or credit on past over charges. Before anyone blows there top. We have what we feel is a palatable solution. The Marina has debt from expansion and project work that we would ask for relief on. We are open to discussion on how much and timing.

**STATE OF WISCONSIN - DOOR COUNTY
REAL ESTATE PROPERTY TAX BILL FOR 2015
TOWN OF LIBERTY GROVE**

19

LOCAL TREASURER:

JANET JOHNSON
11741 HUMBURG RD
ELLISON BAY WI 54210

(920)854-7273

Jay Zahn , County Treasurer
www.co.door.wi.gov

Parcel No. 018-02-32322844M R
Bill No. 018-2541

All correspondence should refer to the Parcel No.
See Reverse Side for Important Information



DOOR COUNTY

IMPORTANT: Be sure this description covers your property.
Note that this description is for the tax bill only and may not be a full legal description.

Legal Description / Location of Property:

.44 ACRES
10967 STH 42
DOC# 643934, 621364
COM 794.83'N1*E&129.83'N77*
W INSCNTN CL STH & S LN SEC.
32:N12*E60'N56*E131.25'TO
CL STH N1*W106'N77*W125'TO
SHR SLY ALG SHR TO PNT 57'N
77*W OF BG S77*E TO BG.
EXC TRCT REC'D 788/621

YACHT HAVEN LLC
PO BOX 199
SISTER BAY WI 54234

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	A star in this box means unpaid prior year taxes.
2,550,000	856,000	3,406,000	1.1087	2,300,000	772,100	3,072,100	
		2014	2015	2014	2015	% Tax Change	Net Property Tax 29,913.01
Taxing Jurisdiction	Est. State Aids Allocated Tax Dist.	Est. State Aids Allocated Tax Dist.	Net Tax	Net Tax			
STATE OF WISCONSIN			521.49	520.34	- .2%		
DOOR COUNTY	155,378	173,259	11,733.71	12,017.56	2.4%		
TOWN LIBERTY GROVE	243,946	243,934	6,929.41	7,097.00	2.4%		
VOCATIONAL SCHOOL	277,393	1,018,259	2,412.51	2,385.51	-1.1%		
GIBRALTAR SCHOOL	149,536	157,751	7,506.59	7,500.46	-.1%		
LIB GRV UTILITY			413.19	411.48	-.4%		
Total	826,253	1,593,203	29,516.90	29,932.35	1.4%		
	First Dollar Credit		18.88	19.34	2.4%		
	Lottery and Gaming Credit						
	Net Property Tax		29,498.02	29,913.01	1.4%		
School taxes reduced by school levy tax credit.	\$1620.50	Net Assessed Value Rate (Does NOT reflect Credits)		\$8.788123			
							TOTAL DUE FOR FULL PAYMENT
							PAY BY JANUARY 31, 2016
							\$ 29,913.01
Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.							
Failure to pay on time. See reverse.							

TOWN OF LIBERTY GROVE
COUNTY OF DOOR
2015 TAXES



YACHT HAVEN LLC
PO BOX 199
SISTER BAY WI 54234

Parcel No. 018-02-32322844M R
Bill No. 018-2541

PAY 2ND INSTALLMENT - \$ 14,956.50
By July 31, 2016

REMEMBER TO PAY TIMELY TO AVOID
INTEREST PENALTY OF 10.5% IN AUGUST 2016

MAKE CHECK PAYABLE & MAIL TO:

DOOR COUNTY TREASURER
421 NEBRASKA ST
STURGEON BAY WI 54235
(920)746-2286

Tear off this stub and include with your payment. If receipt is needed, send stamped, self-addressed envelope. If payment is made by check, receipt is not valid until check has cleared all banks.

TOWN OF LIBERTY GROVE
COUNTY OF DOOR
2015 TAXES



YACHT HAVEN LLC
PO BOX 199
SISTER BAY WI 54234

Parcel No. 018-02-32322844M R
Bill No. 018-2541

PAY 1ST INSTALLMENT - \$ 14,956.51
OR

FULL PAYMENT - \$ 29,913.01

By January 31, 2016

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421 NEBRASKA ST
STURGEON BAY WI 54235
(920)746-2286

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**STATE OF WISCONSIN - DOOR COUNTY
REAL ESTATE PROPERTY TAX BILL FOR 2015
TOWN OF LIBERTY GROVE**

20

LOCAL TREASURER:

JANET JOHNSON
11741 HUMBURG RD
ELLISON BAY WI 54210

(920)854-7273

Jay Zahn , County Treasurer
www.co.door.wi.gov

Parcel No. **018-02-32322841D R**
Bill No. **018-2500**

All correspondence should refer to the Parcel No.
See Reverse Side for Important Information



DOOR COUNTY

IMPORTANT: Be sure this description covers your property.
Note that this description is for the tax bill only and may not be a full legal description.

Legal Description / Location of Property:

.14 ACRES
10983 STH 42
DOC# 643752, 582876
COM 1637.23'N89*W & 1372.
54'N1*E SE COR SEC 32: N87*
E327.3' N2*W155' N89*W318.
46' S50' N89*W50' S1*W129.
29' N87*E50' BG. EXC TRCT
REC'D 883/946.

YACHT HAVEN LLC
PO BOX 199
SISTER BAY WI 54234

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	A star in this box means unpaid prior year taxes.
516,000	32,900	548,900	1.1087	465,400	29,700	495,100	
		2014	2015	2014	2015	% Tax Change	Net Property Tax 4,804.46
Taxing Jurisdiction	Est. State Aids Allocated Tax Dist.	Est. State Aids Allocated Tax Dist.	Net Tax	Net Tax	% Tax Change		
STATE OF WISCONSIN			84.04	83.86	-.2%		
DOOR COUNTY	155,378	173,259	1,890.97	1,936.71	2.4%		
TOWN LIBERTY GROVE	243,946	243,934	1,116.72	1,143.73	2.4%		
VOCATIONAL SCHOOL	277,393	1,018,259	388.79	384.44	-1.1%		
GIBRALTAR SCHOOL	149,536	157,751	1,209.74	1,208.75	-.1%		
LIB GRV UTILITY			66.59	66.31	-.4%		
Total	826,253	1,593,203	4,756.85	4,823.80	1.4%		
	First Dollar Credit		18.88	19.34	2.4%		
	Lottery and Gaming Credit						
	Net Property Tax		4,737.97	4,804.46	1.4%		
School taxes reduced by school levy tax credit.	\$261.15		Net Assessed Value Rate (Does NOT reflect Credits)	\$8.788123			
						TOTAL DUE FOR FULL PAYMENT	
						PAY BY JANUARY 31, 2016	
						\$ 4,804.46	
						Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.	
						Failure to pay on time. See reverse.	

TOWN OF LIBERTY GROVE
COUNTY OF DOOR
2015 TAXES



YACHT HAVEN LLC
PO BOX 199
SISTER BAY WI 54234

Parcel No. **018-02-32322841D R**
Bill No. **018-2500**

PAY 2ND INSTALLMENT - \$ 2,402.23
By July 31, 2016

REMEMBER TO PAY TIMELY TO AVOID
INTEREST PENALTY OF 10.5% IN AUGUST 2016

MAKE CHECK PAYABLE & MAIL TO:

DOOR COUNTY TREASURER
421 NEBRASKA ST
STURGEON BAY WI 54235
(920)746-2286

Tear off this stub and include with your payment. If receipt is needed, send stamped, self-addressed envelope. If payment is made by check, receipt is not valid until check has cleared all banks.

TOWN OF LIBERTY GROVE
COUNTY OF DOOR
2015 TAXES



YACHT HAVEN LLC
PO BOX 199
SISTER BAY WI 54234

Parcel No. **018-02-32322841D R**
Bill No. **018-2500**

PAY 1ST INSTALLMENT - \$ 2,402.23
OR

FULL PAYMENT - \$ 4,804.46

By January 31, 2016

MAKE CHECK PAYABLE & MAIL TO:

DOOR COUNTY TREASURER
421 NEBRASKA ST
STURGEON BAY WI 54235
(920)746-2286

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**STATE OF WISCONSIN - DOOR COUNTY
REAL ESTATE PROPERTY TAX BILL FOR 2015
TOWN OF LIBERTY GROVE**

21

LOCAL TREASURER:

JANET JOHNSON
11741 HUMBURG RD
ELLISON BAY WI 54210

(920)854-7273

Jay Zahn , County Treasurer
www.co.door.wi.gov

Parcel No. 018-02-32322841C1 R
Bill No. 018-2499

All correspondence should refer to the Parcel No.
See Reverse Side for Important Information



DOOR COUNTY

IMPORTANT: Be sure this description covers your property.
Note that this description is for the tax bill only and may not be a full legal description.

Legal Description / Location of Property:

.3 ACRES
10985 STH 42
DOC# 582876, 565317
COM 1498.50'N1*E INTSCTN CL
STH 42 & S LN SEC 32: N150'
N89*W73' TO HWM SLY ALG HWM
155' S89*E87' BG. ELY 22.8'
SUBJ TO RD.

YACHT HAVEN LLC
PO BOX 199
SISTER BAY WI 54234

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	A star in this box means unpaid prior year taxes.
620,000	160,700	780,700	1.1087	559,200	144,900	704,100	
		2014	2015	2014	2015	% Tax Change	Net Property Tax 6,841.55
Taxing Jurisdiction	Est. State Aids Allocated Tax Dist.	Est. State Aids Allocated Tax Dist.	Net Tax	Net Tax			
STATE OF WISCONSIN			119.53	119.27	- .2%		
DOOR COUNTY	155,378	173,259	2,689.52	2,754.58	2.4%		
TOWN LIBERTY GROVE	243,946	243,934	1,588.31	1,626.73	2.4%		
VOCATIONAL SCHOOL	277,393	1,018,259	552.98	546.79	-1.1%		
GIBRALTAR SCHOOL	149,536	157,751	1,720.61	1,719.20	-.1%		
LIB GRV UTILITY			94.71	94.32	-.4%		
Total	826,253	1,593,203	6,765.66	6,860.89	1.4%		
	First Dollar Credit		18.88	19.34	2.4%		
	Lottery and Gaming Credit						
	Net Property Tax		6,746.78	6,841.55	1.4%		
School taxes reduced by school levy tax credit.	\$371.44		Net Assessed Value Rate (Does NOT reflect Credits)	\$8.788123			
							TOTAL DUE FOR FULL PAYMENT
							PAY BY JANUARY 31, 2016
							\$ 6,841.55
							Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty. Failure to pay on time. See reverse.

TOWN OF LIBERTY GROVE
COUNTY OF DOOR
2015 TAXES



YACHT HAVEN LLC
PO BOX 199
SISTER BAY WI 54234

Parcel No. 018-02-32322841C1 R **PAY 2ND INSTALLMENT - \$ 3,420.77**
Bill No. 018-2499

By July 31, 2016
REMEMBER TO PAY TIMELY TO AVOID
INTEREST PENALTY OF 10.5% IN AUGUST 2016

MAKE CHECK PAYABLE & MAIL TO:
DOOR COUNTY TREASURER
421 NEBRASKA ST
STURGEON BAY WI 54235
(920)746-2286

Tear off this stub and include with your payment. If receipt is needed, send stamped, self-addressed envelope. If payment is made by check, receipt is not valid until check has cleared all banks.

TOWN OF LIBERTY GROVE
COUNTY OF DOOR
2015 TAXES



YACHT HAVEN LLC
PO BOX 199
SISTER BAY WI 54234

Parcel No. 018-02-32322841C1 R **PAY 1ST INSTALLMENT - \$ 3,420.78**
Bill No. 018-2499

OR
FULL PAYMENT - \$ 6,841.55
By January 31, 2016

MAKE CHECK PAYABLE & MAIL TO:
DOOR COUNTY TREASURER
421 NEBRASKA ST
STURGEON BAY WI 54235
(920)746-2286

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**STATE OF WISCONSIN - DOOR COUNTY
REAL ESTATE PROPERTY TAX BILL FOR 2015
TOWN OF GIBRALTAR**

22

LOCAL TREASURER:

BETH HAGEN
PO BOX 850
FISH CREEK WI 54212-0850

(920)868-1714

Jay Zahn , County Treasurer
www.co.door.wi.gov

Parcel No. 014-39-2001A R
Bill No. 014-3043

All correspondence should refer to the Parcel No.
See Reverse Side for Important Information



DOOR COUNTY

IMPORTANT: Be sure this description covers your property.
Note that this description is for the tax bill only and may not be a full legal description.

Legal Description / Location of Property:

9480 SPRUCE ST
DOC# 541446, V 215/165
ASA THORPS PLAT
COM 144.95'S73*E INT SPRUCE
& COTTAGE ROW SEC.29: SELY
ALG SPRUCE 500.45'N43*E69.2
7'NW ALG MNDER LN 449.44'
S16*W97.97'BG. EXC 565/497

NORTH POINT MARINA
LLC
2550 WAUKEGAN RD STE 220
GLENVIEW IL 60025

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	A star in this box means unpaid prior year taxes.
2,585,700	313,300	2,899,000	1.0101	2,559,800	310,200	2,870,000	
		2014	2015	2014	2015	% Tax Change	Net Property Tax 28,130.51
Taxing Jurisdiction	Est. State Aids Allocated Tax Dist.	Est. State Aids Allocated Tax Dist.	Net Tax	Net Tax	% Tax Change		
STATE OF WISCONSIN			485.23	487.02	.4%		
DOOR COUNTY	118,730	136,416	10,917.78	11,247.91	3.0%		
TOWN GIBRALTAR	124,833	124,833	6,833.05	7,037.64	3.0%		
VOCATIONAL SCHOOL	211,966	801,734	2,244.75	2,232.73	-.5%		
GIBRALTAR SCHOOL	114,266	124,206	7,072.04	7,144.55	1.0%		
Total	569,795	1,187,189	27,552.85	28,149.85	2.2%		
	First Dollar Credit		18.88	19.34	2.4%		
	Lottery and Gaming Credit						
	Net Property Tax		27,533.97	28,130.51	2.2%		
School taxes reduced by school levy tax credit.	\$1392.27		Net Assessed Value Rate (Does NOT reflect Credits)	\$9.710194			
						TOTAL DUE FOR FULL PAYMENT	
						PAY BY JANUARY 31, 2016	
						\$ 28,130.51	
						Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.	
						Failure to pay on time. See reverse.	

TOWN OF GIBRALTAR
COUNTY OF DOOR
2015 TAXES



NORTH POINT MARINA
LLC
2550 WAUKEGAN RD STE 220
GLENVIEW IL 60025

Parcel No. 014-39-2001A R
Bill No. 014-3043

PAY 2ND INSTALLMENT - \$ 14,065.25
By July 31, 2016

REMEMBER TO PAY TIMELY TO AVOID
INTEREST PENALTY OF 10.5% IN AUGUST 2016

MAKE CHECK PAYABLE & MAIL TO:

DOOR COUNTY TREASURER
421 NEBRASKA ST
STURGEON BAY WI 54235
(920)746-2286

Tear off this stub and include with your payment. If receipt is needed, send stamped, self-addressed envelope. If payment is made by check, receipt is not valid until check has cleared all banks.

TOWN OF GIBRALTAR
COUNTY OF DOOR
2015 TAXES



NORTH POINT MARINA
LLC
2550 WAUKEGAN RD STE 220
GLENVIEW IL 60025

Parcel No. 014-39-2001A R
Bill No. 014-3043

PAY 1ST INSTALLMENT - \$ 14,065.26
OR

FULL PAYMENT - \$ 28,130.51

By January 31, 2016

MAKE CHECK PAYABLE & MAIL TO:

DOOR COUNTY TREASURER
421 NEBRASKA ST
STURGEON BAY WI 54235
(920)746-2286

Tear off this stub and include with your payment. If receipt is needed, send stamped, self-addressed envelope. If payment is made by check, receipt is not valid until check has cleared all banks.

**STATE OF WISCONSIN - DOOR COUNTY
REAL ESTATE PROPERTY TAX BILL FOR 2015
TOWN OF GIBRALTAR**

23

LOCAL TREASURER:

BETH HAGEN
PO BOX 850
FISH CREEK WI 54212-0850

(920)868-1714

Jay Zahn , County Treasurer
www.co.door.wi.gov

Parcel No. 014-39-2003A R
Bill No. 014-3044

All correspondence should refer to the Parcel No.
See Reverse Side for Important Information



DOOR COUNTY

IMPORTANT: Be sure this description covers your property.
Note that this description is for the tax bill only and may not be a full legal description.

Legal Description / Location of Property:

9484 SPRUCE ST
DOC# 664055, 539281
ASA THORPS PLAT
W46'OF L 3 & ALL L 4 BLK 20
ALSO INCL LAND BEYOND ULA
ST & TRCT REC'D 977/134.
SEC. 29-31-27

NORTH POINT
ASSOC. LTD PRTRNSHP
2550 WAUKEGAN RD STE 220
GLENVIEW IL 60025

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	A star in this box means unpaid prior year taxes.
728,000	322,200	1,050,200	1.0101	720,700	319,000	1,039,700	
		2014	2015	2014	2015	% Tax Change	Net Property Tax 10,178.30
Taxing Jurisdiction	Est. State Aids Allocated Tax Dist.	Est. State Aids Allocated Tax Dist.	Net Tax	Net Tax	% Tax Change		
STATE OF WISCONSIN			175.78	176.43	.4%		
DOOR COUNTY	118,730	136,416	3,955.11	4,074.70	3.0%		
TOWN GIBRALTAR	124,833	124,833	2,475.36	2,549.47	3.0%		
VOCATIONAL SCHOOL	211,966	801,734	813.19	808.84	-.5%		
GIBRALTAR SCHOOL	114,266	124,206	2,561.93	2,588.20	1.0%		
Total	569,795	1,187,189	9,981.37	10,197.64	2.2%		
	First Dollar Credit		18.88	19.34	2.4%		
	Lottery and Gaming Credit						
	Net Property Tax		9,962.49	10,178.30	2.2%		
School taxes reduced by school levy tax credit.	\$504.37		Net Assessed Value Rate (Does NOT reflect Credits)	\$9.710194			
						TOTAL DUE FOR FULL PAYMENT	
						PAY BY JANUARY 31, 2016	
						\$ 10,178.30	
						Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.	
						Failure to pay on time. See reverse.	

TOWN OF GIBRALTAR
COUNTY OF DOOR
2015 TAXES



NORTH POINT
ASSOC. LTD PRTRNSHP
2550 WAUKEGAN RD STE 220
GLENVIEW IL 60025

Parcel No. 014-39-2003A R
Bill No. 014-3044

PAY 2ND INSTALLMENT - \$ 5,089.15
By July 31, 2016

REMEMBER TO PAY TIMELY TO AVOID
INTEREST PENALTY OF 10.5% IN AUGUST 2016

MAKE CHECK PAYABLE & MAIL TO:

DOOR COUNTY TREASURER
421 NEBRASKA ST
STURGEON BAY WI 54235
(920)746-2286

Tear off this stub and include with your payment. If receipt is needed, send stamped, self-addressed envelope. If payment is made by check, receipt is not valid until check has cleared all banks.

TOWN OF GIBRALTAR
COUNTY OF DOOR
2015 TAXES



NORTH POINT
ASSOC. LTD PRTRNSHP
2550 WAUKEGAN RD STE 220
GLENVIEW IL 60025

Parcel No. 014-39-2003A R
Bill No. 014-3044

PAY 1ST INSTALLMENT - \$ 5,089.15
OR

FULL PAYMENT - \$ 10,178.30

By January 31, 2016

MAKE CHECK PAYABLE & MAIL TO:

DOOR COUNTY TREASURER
421 NEBRASKA ST
STURGEON BAY WI 54235
(920)746-2286

Tear off this stub and include with your payment. If receipt is needed, send stamped, self-addressed envelope. If payment is made by check, receipt is not valid until check has cleared all banks.



VILLAGE OF SISTER BAY MARINA COMMITTEE

Meeting Date: 09/21/16
Item No. 3

Recommendation 1: The Marina Committee approves a .21 cent increase per foot for transient space with an additional .05 cents per foot in 2019 and .05 cents in 2020.

Background: The current rate per foot of transient space at the Sister Bay Marina is \$1.79. Egg Harbor fees are \$2.05 per foot, Fish Creek Municipal is \$2.09 per foot, Alibi is \$2.10 and Yacht Works is \$2.00 per foot. With the .21 cent increase in 2017, the number of transient slips and our direct competitors to the North at \$2.00 per foot, it would be in Sisters Bay's best interest to remain at \$2.00 per foot of transient space for two full seasons. We want to stay competitive with the other Door County Marina's, but the other marinas don't have the transient space in comparison nor have they done a transient fee hike as we are recommending. As not to shock the systems of our transient guest and our transient operations, I am recommending a .05 cent increase in 2019 with an additional .05 cent increase in 2020 to reach and stay competitive with our contenders.

Fiscal Impact: Over the next three years: **\$38,755.54**

Recommendation 2: The Marina Committee approves a 5% increase on both residential and nonresidential seasonal slips fees for 2017 and an additional 2.5% in 2018 and 2.5% in 2019.

Background: The current rate per foot of dock length at the Sister Bay Marina is \$114.19 for residents and \$120.28 for nonresidents. Yacht works charges a straight \$134.00 per foot regardless of residency as well as Alibi charging \$135.00 per foot. Egg Harbor does break out residency, charging \$115.00 per foot for residents and \$125.00 per foot for nonresidents. Seasonal slip rates have always been a balance between keeping our marina full and turning customers off due to high fees. Though we shouldn't rely on seasonal slip revenue for capital improvements, we should have a goal in mind of covering operational expenses. We should be pursuant of a 10% increase over the next three years to keep up with operational costs. Though a 5% increase across the board will be noticeable to our tenants, a 10% hit at once would disrupt the delicate balance.

Fiscal Impact: Over the next three years: **\$54,238.41**

Recommendation 3: The Marina Committee approves a policy regarding seasonal slip fees going forward that the fees per foot are based on slip length or boat length, whichever is greater.

Background: The marina does have a grandfather clause regarding J Dock seasonal slip holders and various other foot overages in the marina. In 2016 the Village adopted a policy stating "Vessels assigned a seasonal slip will appropriately fit the slip assigned inclusive of all attachments fore and aft" this is at the managers discretion. There are a number of areas in the marina where a vessel would not disturb navigation if there was an overhang. The marina offers seasonal docks in 20 feet, 25 feet, 28 feet, 32 feet, 40 feet, 50 feet, and 60 feet. There is an 8 foot difference between a 32 foot dock and a 40 foot dock. Likewise, the next jump from a 40 is to a 50 foot dock. It is common for many vessels to be 35 feet and 45 feet or any number therein, but a vessel with a 3 foot overhang or more must opt for the larger slip to fit appropriately. The vessel who is 42 feet long in a 40 foot slip pays no more than the 40 foot vessel in a 40 foot slip. However, the vessel that is 43 feet must pay the 50 foot premium to fit properly as our current policy reads. If the marina were to set the policy to the length of the vessel rather than the dock to negate this issue, the full potential of the marina would be in jeopardy, but if we charge for footage of the dock or vessel, whichever is greater we place our tenants in all fairness. Therefore if a tenant is lucky enough to have a vessel that fits properly with an overhang and no hazard of navigation to others, they must pay for the overhang just as a tenant who had to jump to the larger slip to fit appropriately would have to pay for the under hang or wasted space.

Fiscal Impact: Unknown

Recommendation 4: The Marina Committee approves a 10% increase locked into 3 year contracts for commercial vendors.

Background: This would bring the commercial vendors in accordance with our seasonal slip holders.

Fiscal Impact: Over the next three years: **\$24,529.50**

Respectfully Submitted,

Nicole Krauel
Sister Bay Marina Manager

Seasonal Slips						
Size	# of Slips	Min \$/Ft	Max \$/Ft	Min Full Revenue	Max Full Revenue	
20	2	114.19	120.28	\$ 4,567.60	\$	4,811.20
25	12	114.19	120.28	\$ 34,257.00	\$	36,084.00
28	7	114.19	120.28	\$ 22,381.24	\$	23,574.88
32	40	114.19	120.28	\$ 146,163.20	\$	153,958.40
40	23	114.19	120.28	\$ 105,054.80	\$	110,657.60
50	2	114.19	120.28	\$ 11,419.00	\$	12,028.00
60	4	114.19	120.28	\$ 27,405.60	\$	28,867.20
				\$ 351,248.44	\$	369,981.28
				2016 Budget	\$	345,000.00
				2016 Estimate	\$	352,741.00
* all seasonal slips in 2016 were rented						

The Marina budget for 2017 is projecting an increase in expenses of at least \$33,000. In addition, the Marina is in need of repairs and replacement of capital assets. In order to overcome increases in expenses and begin to replace capital assets, the Finance Director is proposing a review of the rates for the 2017 season.

Competitive Seasonal Slip Rates

	Sister Bay	Egg Harbor	Fish Creek	Alibi Dock	Ephraim	Yacht Works
Resident	\$114.19	\$115.00	\$110.91	\$135.00	Unknown	\$134.00
Non-Resident	\$120.28	\$125.00	\$110.91	\$135.00	Unknown	\$134.00

**Sister Bay Marina
Revenue and Rate Analysis**

Seasonal Slips + 5%		119.8995	126.294		
Size	# of Slips	Min \$/Ft	Max \$/Ft	Min Full Revenue	Max Full Revenue
20	2	119.8995	126.294	\$ 4,795.98	\$ 5,051.76
25	12	119.8995	126.294	\$ 35,969.85	\$ 37,888.20
28	7	119.8995	126.294	\$ 23,500.30	\$ 24,753.62
32	40	119.8995	126.294	\$ 153,471.36	\$ 161,656.32
40	23	119.8995	126.294	\$ 110,307.54	\$ 116,190.48
50	2	119.8995	126.294	\$ 11,989.95	\$ 12,629.40
60	4	119.8995	126.294	\$ 28,775.88	\$ 30,310.56
				<u>\$ 368,810.86</u>	<u>\$ 388,480.34</u>
2017 Budget				\$ 351,000.00	
Revenue over 2016				\$ 16,069.86	\$ 35,739.34

Seasonal Slips + 15%		131.3185	138.322		
Size	# of Slips	Min \$/Ft	Max \$/Ft	Min Full Revenue	Max Full Revenue
20	2	131.3185	138.322	\$ 5,252.74	\$ 5,532.88
25	12	131.3185	138.322	\$ 39,395.55	\$ 41,496.60
28	7	131.3185	138.322	\$ 25,738.43	\$ 27,111.11
32	40	131.3185	138.322	\$ 168,087.68	\$ 177,052.16
40	23	131.3185	138.322	\$ 120,813.02	\$ 127,256.24
50	2	131.3185	138.322	\$ 13,131.85	\$ 13,832.20
60	4	131.3185	138.322	\$ 31,516.44	\$ 33,197.28
				<u>\$ 403,935.71</u>	<u>\$ 425,478.47</u>
2017 Budget				\$ 351,000.00	
Revenue over 2016				\$ 51,194.71	\$ 72,737.47

Seasonal Slips Tiered					
Size	# of Slips	Min \$/Ft	Max \$/Ft	Min Full Revenue	Max Full Revenue
20	2	125.609	132.308	10% \$ 5,024.36	\$ 5,292.32
25	12	125.609	132.308	\$ 37,682.70	\$ 39,692.40
28	7	125.609	132.308	\$ 24,619.36	\$ 25,932.37
32	40	125.609	132.308	\$ 160,779.52	\$ 169,354.24
40	23	125.609	132.308	\$ 115,560.28	\$ 121,723.36
50	2	131.3185	138.322	15% \$ 13,131.85	\$ 13,832.20
60	4	131.3185	138.322	\$ 31,516.44	\$ 33,197.28
				<u>\$ 388,314.51</u>	<u>\$ 409,024.17</u>
2017 Budget				\$ 351,000.00	
Revenue over 2016				\$ 37,314.51	\$ 56,283.17

Transient Slips \$ 1.79 per foot		May 3%	June 22%	July 60%	August 45%	September 23%	October 1%	
Size	# of Slips							
30	11	\$ 265.82	\$ 3,898.62	\$ 10,987.02	\$ 8,240.27	\$ 4,075.83	\$ 44.30	
40	8	\$ 257.76	\$ 3,780.48	\$ 10,654.08	\$ 7,990.56	\$ 3,952.32	\$ 42.96	
60	14	\$ 676.62	\$ 9,923.76	\$ 27,966.96	\$ 20,975.22	\$ 10,374.84	\$ 112.77	
80	1	\$ 64.44	\$ 945.12	\$ 2,663.52	\$ 1,997.64	\$ 988.08	\$ 10.74	
Est. 2016 Revenue								\$ 130,889.72

2016 Budget \$ 112,000
2016 Rev. Est. \$ 130,890

2017 Budget \$ 119,000

COMPETITIVE TRANSIENT DOCKAGE RATES

Sister Bay	Egg Harbor	Fish Creek	Alibi Dock	Ephraim	Yacht Works
\$1.79	\$2.05	\$1.57 Wall Tie	\$2.10 <60 ft	\$1.75	\$2.00
		\$2.09 Slip	\$2.50 60-74 ft		
			\$2.75 >74 ft		

**Sister Bay Marina
Revenue and Rate Analysis**

Transient Slips to \$2 per foot \$ 2.00 per foot		May 3%	June 22%	July 60%	August 45%	September 23%	October 1%	
Size	# of Slips							
30	11	\$ 297.00	\$ 4,356.00	\$ 12,276.00	\$ 9,207.00	\$ 4,554.00	\$ 49.50	
40	8	\$ 288.00	\$ 4,224.00	\$ 11,904.00	\$ 8,928.00	\$ 4,416.00	\$ 48.00	
60	14	\$ 756.00	\$ 11,088.00	\$ 31,248.00	\$ 23,436.00	\$ 11,592.00	\$ 126.00	
80	1	\$ 72.00	\$ 1,056.00	\$ 2,976.00	\$ 2,232.00	\$ 1,104.00	\$ 12.00	
Potential Revenue								\$ 146,245.50
Additional Revenue								\$ 15,356

Transient Slips + 15% \$ 2.06 per foot		May 3% 15	June 22% 30	July 60% 31	August 45% 31	September 23% 30	October 1% 15	
Size	# of Slips							
30	11	\$ 305.69	\$ 4,483.41	\$ 12,635.07	\$ 9,476.30	\$ 4,687.20	\$ 50.95	
40	8	\$ 296.42	\$ 4,347.55	\$ 12,252.19	\$ 9,189.14	\$ 4,545.17	\$ 49.40	
60	14	\$ 778.11	\$ 11,412.32	\$ 32,162.00	\$ 24,121.50	\$ 11,931.07	\$ 129.69	
80	1	\$ 74.11	\$ 1,086.89	\$ 3,063.05	\$ 2,297.29	\$ 1,136.29	\$ 12.35	
Potential Revenue								\$ 150,523.18
Additional Revenue								\$ 19,633

*Transient Slips Tiered \$ 2.00 per foot \$ 2.15 per foot \$ 2.25 per foot		May 3%	June 22%	July 60%	August 45%	September 23%	October 1%	
Size	# of Slips							
30	11	\$ 297.00	\$ 4,356.00	\$ 12,276.00	\$ 9,207.00	\$ 4,554.00	\$ 49.50	
40	8	\$ 288.00	\$ 4,224.00	\$ 11,904.00	\$ 8,928.00	\$ 4,416.00	\$ 48.00	
60	14	\$ 812.70	\$ 11,919.60	\$ 33,591.60	\$ 25,193.70	\$ 12,461.40	\$ 135.45	
80	1	\$ 81.00	\$ 1,188.00	\$ 3,348.00	\$ 2,511.00	\$ 1,242.00	\$ 13.50	
Potential Revenue								\$ 153,045.45
Additional Revenue								\$ 22,156

*Tiered Transient slips: 30 and 40 ft slips at the lowest price, 60 ft slips at the mid-range, 80 ft slip at the highest price



SISTER BAY MARINA COMMERCIAL VENDOR AGREEMENT

2011–2013

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

RECITALS

A. The Village through its Village Board in the exercise of its authority over the Village Marina (the “Marina”) has established a Marina Committee (the “Committee”) for certain matters relating to the Marina, including this Contract, in order to protect the health, safety and welfare of the public that in part includes benefit to the entire community by the stimulation of economic activity in the private sector.

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

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

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

1. Identification of Village, Commercial Vendor, Boat and Commercial Vendor Services. The Village shall mean and include the Village and all of its organizational bodies, including the Village Board and Committee, as well as all of the Village employees and agents. The Commercial Vendor, Boat, and Commercial Vendor Services are as set forth on the Attachment hereto, and more specifically the Attachments shall set forth:

a. The Attachment shall contain the legal name and mailing address of the Commercial Vendor for the purposes of any notice, and if the individual signing this Lease is not the same as the Commercial Vendor, such individual by signing this Lease warrants that they are authorized to sign on behalf of the Commercial Vendor.

b. The Attachment shall contain the name of the boat(s) if any for which this Lease is obtained along with a description of the boat(s) (manufacturer, length, and other identifying description), as well as state and federal identifying numbers including the state of registration or licensing as applicable (the “Boat”).

c. The Attachment shall contain a description of services that the Commercial Vendor will provide, in as much detail as may be required by the Committee.

2. Rates and Time of Payment. The rate for the first year of this Lease shall be the amount established by the Committee. Lessee agrees to pay to the Village at such time or times as determined by the Committee but in no event less than bi-annually. After the first year, the rate shall be the amount established by the Committee annually no later than December 31 of the year immediately preceding each calendar year during the term of the Lease (the “Deadline”). In the event that the Committee has not established a new rate, or time or times of payment, by the Deadline, the rate and time or times of payment for the immediately preceding calendar year (i.e., the year ending on the Deadline) shall apply to the succeeding calendar year or years.

3. Term. The term of this Lease is not less than three (3) years as determined by the Committee in its granting of this Lease (the “Term”). If the Lease is granted by the Committee on or after November 1 of a calendar year and before October 31 of the next succeeding calendar year, the first calendar year of the Term shall be the calendar year that begins during the time of the grant. The Term shall consist of calendar years, but the Lease for the Boat(s) at the Marina is only for so much of each such calendar year

1 that the Marina is open for boating, i.e., the Boat(s) must be removed from the Marina for the winter off
2 season as established by the Marina Manager.

3 4. Extension of Term. At least six months prior to the end of any Term or extension of Term, the
4 Committee shall make a determination as to the extension of term in writing. In addition, notwithstand-
5 ing the term set forth in this Agreement, or the maximum set forth herein, the Committee may terminate
6 any Lease for cause, at any time on not less than six (6) months' notice to the Commercial Vendor with-
7 out liability for the remainder of any Term other than for the minimum time required to provide such
8 notice of termination to the Commercial Vendor.

9 5. Commercial Vendor Early Termination. If a new rate, or time of payment, is made by the Commit-
10 tee the Commercial Vendor shall have until January 31 of the year immediately following the Deadline
11 to notify the Village of the Commercial Vendor's election not to continue this Lease for the remainder of
12 the Term. Commercial Vendor is responsible to contact the Village after the Deadline to obtain notice of
13 any Committee changes. Failure of the Commercial Vendor to notify the Village in a manner such that
14 the Village receives the notice by January 31 shall be the Commercial Vendor's agreement to continue
15 this Lease and pay the new rate at such new time or times until the Lease is terminated by the Village. In
16 addition, at any time Commercial Vendor may request early termination consideration by the Commit-
17 tee, which the Committee may grant or deny at its discretion.

18 6. Release, Indemnification and Required Insurance. The Lessee and the Commercial Vendor releas-
19 es, waives and discharges the Village from all liability by reason of this Lease, including any use or oc-
20 cupancy of the Marina and services, and covenants never to bring any suit or action at law or in equity
21 against the Village related thereto. Lessee further agrees to indemnify the Village from and against any
22 claims, demands, costs (including attorneys' fees) or judgments arising from the Marina or its use or oc-
23 cupancy, whether related to the Marina or elsewhere. Moreover, the Lessee and Commercial Vendor
24 shall have in place and furnish to the Village prior to placing the Boat or any other property on, or any
25 use or occupancy of, the Marina for any calendar year, insurance for that year as required on the at-
26 tached 2011 Sister Bay Marina Contractor Insurance Requirements (the "Insurance"), (as may be
27 amended by the Village or Committee from time to time by the Deadline with the Commercial Vendor
28 having the same right and procedure for early termination of the Term by January 31 as indicated
29 above); on the Insurance.

30 7. Marina Rules and Regulations. Lessee agrees to comply with all Marina rules and regulations at all
31 times except as modified by this Agreement.

32 8. Annual Report. In addition to all other Requirements, the Lessee shall prepare and submit to the
33 Village to be received no later than December 1 of each calendar year during this Lease, a report on the
34 Commercial Vendor's operations for that calendar year prior to November 1 of that calendar year (the
35 "Annual Report"). The Annual Report shall include an estimate of customer counts and any issues the
36 Lessee may seek the Village to be aware of, or have any desire for the Village to address.

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

45 10. Breach or Default. In the event of any breach or default in making any monetary payment to be
46 made to the Village, including payments required under this Section for breach or default, or any other
47 payment such as the rate under the Lease, there shall also be paid to the Village an amount of one per-
48 cent (1%) of the total amount owing for each month or fraction thereof that payment is not made as re-
49 quired as partial reimbursement for collection time and effort of the Village; and all amounts owing in-
50 cluding under this Section shall further accrue interest at the rate of one and one-half percent (1.5%) per

1 month or fraction thereof, compounded monthly, until paid to the Village. The waiver or failure to en-
2 force any right or remedy shall not be a subsequent right or remedy to enforce any provision.

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

6 12. Boat and Slip Location. The Lessee shall conduct their operations only at the boats located at the
7 slips assigned by the Village. All related equipment necessary to provide the Commercial Vendor's ser-
8 vices shall be stored in such locations as are approved by the Village.

9 13. Commercial Concession Building Usage. The Lessee is hereby granted permission to operate a
10 concession office inside the Village owned concession building. The Lessee shall share the concession
11 office space with the other commercial vendors granted leases by the Village. No modifications shall be
12 made to the interior or exterior of the building without the Village's written permission. All existing Les-
13 see signage on the building as of April 1, 2011 shall be reviewed for approval. No signage on the build-
14 ing or Village property is allowed without first obtaining a Village sign permit(s). Any cost for telephone
15 service shall be paid by the Lessee. If at any time air conditioning or electric heat is added to the build-
16 ing the different Lessee's operating from the building shall become responsible for the electric bill.

17 14. Vehicle Parking. The Lessee agrees that they and their employees, shall not park any personal ve-
18 hicle, commercial vehicle or truck used in the course of their business on the west side of Bay Shore
19 Drive between Sunset Drive and the Village Hall at any time.

20 15. Other Requirements. The Lessee agrees to maintain the area around the assigned slip(s), grounds
21 and concession building in a clean and neat manner at all time. The Lessee agrees to deposit all trash
22 and waste in the dumpster next to the Marina Building. The Lessee agrees to recycle to the extent possi-
23 ble and to deposit all recyclables in the appropriate dumpster next to the Marina Building. The Lessee
24 agrees to conduct their services consistent with the Wisconsin Department of Natural Resources Clean
25 Marina guidelines.

26 16. Customer Information. The Lessee agrees to provide the Village with copies of all sales, promo-
27 tion, instruction materials associated with the operation that are provided to individuals renting or pur-
28 chasing services from the Lessee.

29 17. Licenses and Permits. The Lessee agrees that each employee operating a boat or vessel shall be
30 properly licensed or certified by the United States Coast Guard. Copies of those licenses and or permits
31 shall be available for inspection at the Commercial Concession building. The Lessee agrees that each
32 boat or vessel as listed shall be properly licensed and certified as required by the United States Coast
33 Guard. Copies of those licenses or certifications shall be available for inspection at the Commercial
34 Concession Building.

35 18. Scope of Business Activities. While operating in the concession stand or within the Marina the
36 Commercial Vendor will not engage in any business or reservation activities for boats located at or op-
37 erating out of other marinas or locations. Reservations, rentals, charters, sales or other business related
38 activities shall be for the boats covered by this agreement.

39

1 **IN WITNESS WHEREOF**, the undersigned has executed this Lease on the dates set forth opposite the
2 signature.

3 **LESSEE** (individually and on behalf of Commercial Vendor):

4

5 Date signed: _____

Date signed: _____

6

7 (Signature) _____

(Signature) _____

8 Print Name

Print Name

9 Date signed: _____

10

11 (Signature) _____

12 Print Name

13

14 Approved on behalf of the Village of Sister Bay

15

16 Date signed: _____

17

18 (Signature) _____

19 Print Name

20

21 Assigned Slip Number(s): _____

22

VILLAGE OF SISTER BAY
MARINA COMMERCIAL VENDOR LESSEE ATTACHMENT
COMMERCIAL VENDOR:

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Business Name: _____

Address: _____

Authorized Commercial Vendor Signer Contact: _____

Name of Individual (if different from Commercial Vendor): _____

Address (if different from Commercial Vendor): _____

Telephone Number(s): _____ Email: _____

DESCRIPTION OF COMMERCIAL VENDOR SERVICES: _____

BOAT: (attach sheet if necessary):

Name/Description: _____

Identification Number: _____

Boat Ownership (include names, addresses or other indication of ownership):

1 **SISTER BAY MARINA COMMERCIAL VENDOR**
2 **INSURANCE REQUIREMENTS**

3
4 Unless otherwise specified in this Agreement, the Commercial Vendor "Vendor" shall, at its sole ex-
5 pense, maintain in effect at all times during the performance of the services as described in the Com-
6 mercial Vendor Agreement, insurance coverage with limits not less than those set forth below with in-
7 surers and under forms of policies set forth below.

8
9 **A. Worker's Compensation, Jones Act, and Employers Liability Insurance** – Not Required

10
11 **B. Boat Liability Insurance** – Not Required

12
13 **C. Automobile Liability Insurance** - The Vendor shall provide evidence that their vehicles meet the
14 minimum required automobile liability insurance for the State of Wisconsin. No automobile in-
15 surance liability coverage is required if the Vendor's vehicles and service trucks never drive
16 on Marina or Waterfront Park property, which would include parking lots, sidewalks and
17 docks.

18
19 **D. Commercial General Liability Insurance** - The Vendor shall maintain limits no less than One Mil-
20 lion dollars (\$1,000,000) per occurrence for their premise and their operations at the Village Ma-
21 rina.

22
23 The Vendor shall have and maintain insurance coverage as specified above which shall be in full
24 force and effect during such time as their boats are located in the Sister Bay Marina or they are
25 operating out of the Concession building.

26
27 **The Vendor shall provide the Village with a certificate of insurance with the Village of Sister Bay**
28 **named as an additional insured under such insurance contract.**

2011 SISTER BAY MARINA RULES AND REGULATIONS

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

1. You or your designated launcher must notify the Marina Manager 24 hours in advance of initial launching. This rule must be strictly followed. In order to keep overall costs down you must let the Dock Master know when you will be away from your slip overnight or longer. The Village reserves the right to collect a fee for daily rental of your slip when you are away from it for an extended period. Failure to notify the Dock Master of your intent to be away from your slip overnight or longer may result in you being charged the daily rental fee for the length of time you are gone.
2. All lessees will be responsible for the safe and proper mooring of their boats. Boats breaking their moorings may be removed at the expense of the owner. Please check your line inventory, etc. before docking.
3. The Village will not be responsible for damage to or theft of the lessee's property or boat(s) regardless of the cause.
4. The speed limit in the harbor, when approaching or leaving will be DEAD SLOW.
5. Pets will only be allowed in designated areas on the Marina grounds and within Marina Park if they are on a leash. No pets will be allowed to commit a nuisance on or around the docks. You must clean up after your pet anywhere within the Village limits. Cleanup containers are available at the Marina Office. No dogs are allowed in Waterfront Park. The dog park is located at the Sports Complex.
6. No swimming, water skiing or racing will be allowed within the harbor. Fishing will be permitted in designated areas only.
7. Skateboarding and/or rollerblading will not be allowed on the docks or Marina grounds.
8. Vehicles parked longer than the limits noted on parking signs, (including the temporary loading spaces on Bay Shore Drive), must be parked in the Village lots and not in the dock parking area. Please observe this rule at all times as improperly parked vehicles may be removed at the owner's expense or may be ticketed.
9. Garbage dumpsters are located on the west side of the Marina Office. Please do not leave garbage on the docks or in the small cans on the Marina grounds. The dumpsters may only be used for disposal of refuse generated at the Marina.
10. Recycling is encouraged throughout the entire Village. Recycling containers will be provided for you. We ask that you help to protect the environment by recycling whenever possible.
11. The Village is concerned about all forms of pollution in the harbor. Please take necessary precautions to prevent contamination of the water at all times.
12. The Village reserves the right to assign boat slips and dock ties. The assignments are subject to change at any time as may be required. There will be a maximum allowable overhang as measured by the Dock Master of 16" onto the dock walkway, (exceptions listed below), and the maximum allowable rear overhang shall be 24". If a boat exceeds these guidelines, it is considered unacceptable. Exceptions to the overhang rules are:
 - Slips 1-19, 45, 53 and 83 – No dockside overhang, and,
 - Slips 51 and 52 – No overhang front or rear.

- 1 The Village has established a policy regarding the existing boats as of December 1, 2010 sea-
2 sonally renting at the "J" dock, formerly the Johnson Marina that exceeds the overhang
3 provisions above. A copy of the policy is on file at the Village and available upon request.
- 4 13. Seasonal and transient slips must be vacated by October 24th, unless otherwise prearranged.
5 All boats must be removed from the Marina by October 24th, or they may be forcibly re-
6 moved at the owner's expense. (Enforcement of this rule allows for timely and orderly win-
7 terization of the Marina.)
- 8 14. All persons using the Sister Bay Marina must conduct themselves with discretion and be
9 considerate of their neighbors. NO EXCESSIVE DISTURBANCES OF ANY SORT WILL BE AL-
10 LOWED BETWEEN 10:00 P.M. AND 7:00 A.M.
- 11 15. Any individual(s) behaving in a disruptive fashion at the Marina, or who is/are abusive to
12 Marina employees, other boaters or citizens will initially be warned by the Marina Manager
13 or staff that such activity is not permissible. If he/she/they fail to heed the warning, or if
14 he/she/they have exhibited similar behavior in the past, the Manager does have the authori-
15 ty to permanently ban the individual(s) from the Marina. Any fees or lease amount paid to
16 the Marina shall be forfeited at that time.
- 17 16. All visitors, lessees and users of the Marina, Marina Park, other Village parks and property
18 are required to comply with Chapter 38 of the Village code. Chapter 38 includes regulations
19 related to: boating, park rules, dogs, alcoholic beverages, vehicles, littering, curfew, launch-
20 ing fees, fires, hunting and trapping. The complete regulations are available on line at
21 www.sisterbay.com
- 22
- 23

2011 SISTER BAY MARINA RULES ON SLIP LEASES

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1. The application for a slip must be completed in its entirety including the fee and proof of ownership (boat title and registration) before February 21, 2011. Applications postmarked after February 21, 2011 or missing information will be considered late and the slip may be awarded to the next person on the list.
 2. If you are unable to produce your registration and boat title because the boat is in storage you must provide a copy of the boat title and registration prior to placing the boat in the Marina as required in Marina Regulation #1. If the information on the boat registration and title does not match the application, the Village can reassign the slip and refund the annual rental fee according to the refund policy below.
 3. In order to qualify for the Village property owner rate you must own real property in the Village and provide the Village with the property identification number. The name on the property records maintained by Door County must match the name on the application in order to qualify for the Village property owner rate.
 4. A deposit of \$200 must accompany a request to be placed on the waiting list. Being placed on the waiting list does not guarantee assignment of a slip. There are two waiting lists – one for Village property owners and one for non-property owners. Owners of property in the Village will be offered any available seasonal slips before non-property owners.
 5. The Village cannot guarantee year-to-year leasing of individual slips, but the prior lessee will have priority. If you have been assigned a seasonal slip and wish to purchase a new boat of a different size, you must confirm in writing that the new boat will fit in your existing slip. If you purchase a new boat and it does not fit in your existing slip, you will lose your slip without any refund.
 6. There will be no subletting or exchanging of slips by lessees. The boat must be owned by the slip lessee. The transfer of boat ownership does not confer any rights to the use of a seasonal slip.
 7. Proof of ownership of all boats, which occupy a seasonal slip, must be provided to the Marina Manager.
 8. There shall be no signage on boats other than a temporary for sale sign less than two square feet in size. No signage including a “for sale” sign is permitted on any boat owned by a dealer other than the permitted commercial operators. No commercial activity, boat sales or signage is permitted on boats other than the permitted commercial operators. The commercial operators shall comply with such other or additional regulations that the Marina may establish.
 9. When and if you become eligible for a seasonal slip you will be notified by the Village. If you decline a seasonal slip which is a reasonable fit for your boat as determined by the Marina Manager your name will remain on the waiting list, but go to the bottom of that list. If you are offered a slip, in which your boat will not reasonably fit as determined by the Marina Manager your name will remain in its current location on the waiting list.
 10. The lease of a slip is to an individual located at a particular property. The annual slip lease fee is dependent upon owning or not owning property in the Village. If an individual lessee moves to a different location then the fee is adjusted. If a slip holder decides not to renew his/her seasonal rental, written verification shall be provided to the Village at P.O. Box 769, Sister Bay, WI 54234.
- Refund Policy: If, after paying your annual slip rental fee, the Village is notified in writing by March 15th of your desire to release the slip, 75% of that fee will be refunded. If notification

1 is received between May 1st and June 1st, 50% of the fee will be refunded, and, after June 1st
2 no refunds will be allowed.

3 11. Boat Removal Policy: Your boat must be removed from the Marina by October 24th, or you
4 will be charged the daily fee.

5

6 **Failure to comply with any of these regulations may result in boat owners being given no-**
7 **tice to leave the Marina and/or forfeiture of rental fees and slip holder rights and privileg-**
8 **es.**

9

10 Name: \\sbs01.local.sisterbay.com\users\rlkufirin\files\active\marina\2011\marina commercial vendor lease v11.docx Created: 5/19/2011
11 12:55 PM Printed: 5/19/2011 3:09 PM Author: Robert Kufirin Last Saved By: Robert Kufirin Revision: 8

12



**SISTER BAY MARINA
COMMERCIAL VENDOR AGREEMENT**

2014-2016

3

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

7 **RECITALS**

8 A. The Village through its Village Board in the exercise of its authority over the Village Marina (the
9 "Marina") has established a Marina Committee (the "Committee") for certain matters relating to the
10 Marina, including this Contract, in order to protect the health, safety and welfare of the public that in
11 part includes benefit to the entire community by the stimulation of economic activity in the private sec-
12 tor.

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

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

18 **NOW, THEREFORE**, on the later of both (i) the Lessee's execution of this Contract with such At-
19 tachment, and (ii) the Committee's granting of this Lessee, the following provisions shall be applica-
20 ble and are agreed to by the Lessee:

21 1. Identification of Village, Commercial Vendor, Boat and Commercial Vendor Services. The Vil-
22 lage shall mean and include the Village and all of its organizational bodies, including the Village
23 Board and Committee, as well as all of the Village employees and agents. The Commercial Vendor,
24 Boat, and Commercial Vendor Services are as set forth on the Attachment hereto, and more specifi-
25 cally the Attachments shall set forth:

26 a. The Attachment shall contain the legal name and mailing address of the Commercial Vendor
27 for the purposes of any notice, and if the individual signing this Lease is not the same as the
28 Commercial Vendor, such individual by signing this Lease warrants that they are authorized to
29 sign on behalf of the Commercial Vendor.

30 b. The Attachment shall contain the name of the boat(s) if any for which this Lease is obtained
31 along with a description of the boat(s) (manufacturer, length, and other identifying description),
32 as well as state and federal identifying numbers including the state of registration or licensing
33 as applicable (the "Boat").

34 c. The Attachment shall contain a description of services that the Commercial Vendor will provide,
35 in as much detail as may be required by the Committee.

36 2. Rates and Time of Payment. The rate for the first year of this Lease shall be the amount estab-
37 lished by the Committee. Lessee agrees to pay to the Village at such time or times as determined by
38 the Committee but in no event less than bi-annually. After the first year, the rate shall be the amount
39 established by the Committee annually no later than December 31 of the year immediately preceding
40 each calendar year during the term of the Lease (the "Deadline"). In the event that the Committee
41 has not established a new rate, or time or times of payment, by the Deadline, the rate and time or
42 times of payment for the immediately preceding calendar year (i.e., the year ending on the Deadline)
43 shall apply to the succeeding calendar year or years.

44 3. Term. The term of this Lease is not less than three (3) years as determined by the Committee
45 in its granting of this Lease (the "Term"). The initial term of the lease shall run from January 1, 2011
46 through December 31, 2013. If the Lease is granted by the Committee on or after November 1 of a
47 calendar year and before October 31 of the next succeeding calendar year, the first calendar year of
48 the Term shall be the calendar year that begins during the time of the grant. The Term shall consist of

1 calendar years, but the Lease for the Boat(s) at the Marina is only for so much of each such calendar
2 year that the Marina is open for boating, i.e., the Boat(s) must be removed from the Marina for the
3 winter off season as established by the Marina Manager.

4 4. Extension of Term. At least six months prior to the end of any Term or extension of Term, the
5 Committee shall make a determination as to the extension of term in writing. In addition, notwith-
6 standing the term set forth in this Agreement, or the maximum set forth herein, the Committee may
7 terminate any Lease for cause, at any time on not less than six (6) months' notice to the Commercial
8 Vendor without liability for the remainder of any Term other than for the minimum time required to
9 provide such notice of termination to the Commercial Vendor.

10 5. Commercial Vendor Early Termination. If a new rate, or time of payment, is made by the Com-
11 mittee the Commercial Vendor shall have until January 31 of the year immediately following the
12 Deadline to notify the Village of the Commercial Vendor's election not to continue this Lease for the
13 remainder of the Term. Commercial Vendor is responsible to contact the Village after the Deadline to
14 obtain notice of any Committee changes. Failure of the Commercial Vendor to notify the Village in a
15 manner such that the Village receives the notice by January 31 shall be the Commercial Vendor's
16 agreement to continue this Lease and pay the new rate at such new time or times until the Lease is
17 terminated by the Village. In addition, at any time Commercial Vendor may request early termination
18 consideration by the Committee, which the Committee may grant or deny at its discretion.

19 6. Release, Indemnification and Required Insurance. The Lessee and the Commercial Vendor re-
20 leases, waives and discharges the Village from all liability by reason of this Lease, including any use
21 or occupancy of the Marina and services, and covenants never to bring any suit or action at law or in
22 equity against the Village related thereto. Lessee further agrees to indemnify the Village from and
23 against any claims, demands, costs (including attorneys' fees) or judgments arising from the Marina
24 or its use or occupancy, whether related to the Marina or elsewhere. Moreover, the Lessee and
25 Commercial Vendor shall have in place and furnish to the Village prior to placing the Boat or any oth-
26 er property on, or any use or occupancy of, the Marina for any calendar year, insurance for that year
27 as required on the attached Sister Bay Marina Contractor Insurance Requirements (the "Insurance"),
28 (as may be amended by the Village or Committee from time to time by the Deadline with the Com-
29 mercial Vendor having the same right and procedure for early termination of the Term by January 31
30 as indicated above); on the Insurance.

31 7. Marina Rules and Regulations. Lessee agrees to comply with all Marina rules and regulations
32 at all times except as modified by this Agreement.

33 8. Annual Report. In addition to all other Requirements, the Lessee shall prepare and submit to
34 the Village to be received no later than December 1 of each calendar year during this Lease, a report
35 on the Commercial Vendor's operations for that calendar year prior to November 1 of that calendar
36 year (the "Annual Report"). The Annual Report shall include an estimate of customer counts and any
37 issues the Lessee may seek the Village to be aware of, or have any desire for the Village to address.

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

46 10. Breach or Default. In the event of any breach or default in making any monetary payment to be
47 made to the Village, including payments required under this Section for breach or default, or any oth-
48 er payment such as the rate under the Lease, there shall also be paid to the Village an amount of one
49 percent (1%) of the total amount owing for each month or fraction thereof that payment is not made
50 as required as partial reimbursement for collection time and effort of the Village; and all amounts ow-
51 ing including under this Section shall further accrue interest at the rate of one and one-half percent
52 (1.5%) per month or fraction thereof, compounded monthly, until paid to the Village. The waiver or

1 failure to enforce any right or remedy shall not be a subsequent right or remedy to enforce any provi-
2 sion.

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

6 12. Boat and Slip Location. The Lessee shall conduct their operations only at the boats located at
7 the slips assigned by the Village. All related equipment necessary to provide the Commercial Ven-
8 dor's services shall be stored in such locations as are approved by the Village.

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

15 14. Commercial Concession Building Usage. The Lessee is hereby granted permission to operate
16 a concession office inside the Village owned concession building. The Lessee shall share the con-
17 cession office space with the other commercial vendors granted leases by the Village. No modifica-
18 tions shall be made to the interior or exterior of the building without the Village's written permission.
19 All existing Lessee signage on the building as of April 1, 2011 shall be reviewed for approval. No
20 signage on the building or Village property is allowed without first obtaining a Village sign permit(s).
21 Any cost for telephone service shall be paid by the Lessee. If at any time air conditioning or electric
22 heat is added to the building the different Lessee's operating from the building shall become respon-
23 sible for the electric bill.

24 15. Vehicle Parking. The Lessee agrees that they and their employees, shall not park any personal
25 vehicle, commercial vehicle or truck used in the course of their business on the west side of Bay
26 Shore Drive between Sunset Drive and the Village Hall at any time.

27 16. Other Requirements. The Lessee agrees to maintain the area around the assigned slip(s),
28 grounds and concession building in a clean and neat manner at all time. The Lessee agrees to de-
29 posit all trash and waste in the dumpster next to the Marina Building. The Lessee agrees to recycle to
30 the extent possible and to deposit all recyclables in the appropriate dumpster next to the Marina
31 Building. The Lessee agrees to conduct their services consistent with the Wisconsin Department of
32 Natural Resources Clean Marina guidelines.

33 17. Customer Information. The Lessee agrees to provide the Village with copies of all sales, pro-
34 motion, instruction materials associated with the operation that are provided to individuals renting or
35 purchasing services from the Lessee.

36 18. Licenses and Permits. The Lessee agrees that each employee operating a boat or vessel shall
37 be properly licensed or certified by the United States Coast Guard. Copies of those licenses and or
38 permits shall be available for inspection at the Commercial Concession building. The Lessee agrees
39 that each boat or vessel as listed shall be properly licensed and certified as required by the United
40 States Coast Guard. Copies of those licenses or certifications shall be available for inspection at the
41 Commercial Concession Building.

42 19. Scope of Business Activities. While operating in the concession stand or within the Marina the
43 Commercial Vendor will not engage in any business or reservation activities for boats located at or
44 operating out of other marinas or locations. Reservations, rentals, charters, sales or other business
45 related activities shall be for the boats covered by this agreement.

46

1 **IN WITNESS WHEREOF**, the undersigned has executed the first extension of this Lease for the peri-
2 od January 1, 2014 to December 31, 2016 on the dates set forth opposite the signature.

3 **LESSEE** (individually and on behalf of Commercial Vendor):

4
5 Date signed: 9-20-13

Date signed: _____

6
7 (Signature) *Eric Lundquist*
8 Print Name

(Signature) _____
Print Name

9 Date signed: _____

10
11 (Signature) Eric Lundquist
12 Print Name

13
14 Approved on behalf of the Village of Sister Bay

15
16 Date signed: 10-11-13

17
18 (Signature) *Wendy L. Tatro*
19 Print Name *Wendy L. Tatro*

20
21 Assigned Slip Number(s): E dock area

22

VILLAGE OF SISTER BAY
MARINA COMMERCIAL VENDOR LESSEE ATTACHMENT
COMMERCIAL VENDOR:

Business Name: Sister Bay Boat Rental, LLC
Address: 10608 N Bay Shore Dr.
Sister Bay, WI 54234

Authorized Commercial Vendor Signer Contact:

Name of Individual (if different from Commercial Vendor): Eric Lundquist

Address (if different from Commercial Vendor): SAME

Telephone Number(s): 920-333-0217 Email:
elundquist0010@gmail.com

DESCRIPTION OF COMMERCIAL VENDOR SERVICES:

Boat rental including jet skis, pontoons
and speed boats

BOAT: (attach sheet if necessary):

Name/Description:

Identification Number: _____

Boat Ownership (include names, addresses or other indication of owner-
ship: Sister Bay Boat Rental, LLC owns all boats. The
fleet has changes each year. The attached
is the fleet for 2014.

1 **SISTER BAY MARINA COMMERCIAL VENDOR**
2 **INSURANCE REQUIREMENTS**
3

4 Unless otherwise specified in this Agreement, the Commercial Vendor "Vendor" shall, at its sole ex-
5 pense, maintain in effect at all times during the performance of the services as described in the
6 Commercial Vendor Agreement, insurance coverage with limits not less than those set forth below
7 with insurers and under forms of policies set forth below.
8

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

10
11 **B. Boat Liability Insurance – Not Required**

12
13 **C. Automobile Liability Insurance -** The Vendor shall provide evidence that their vehicles meet
14 the minimum required automobile liability insurance for the State of Wisconsin. No automobile
15 insurance liability coverage is required if the Vendor's vehicles and service trucks never
16 drive on Marina or Waterfront Park property, which would include parking lots, sidewalks
17 and docks.
18

19 **D. Commercial General Liability Insurance -** The Vendor shall maintain limits no less than One
20 Million dollars (\$1,000,000) per occurrence for their premise and their operations at the Village
21 Marina.
22

23 The Vendor shall have and maintain insurance coverage as specified above which shall be in
24 full force and effect during such time as their boats are located in the Sister Bay Marina or they
25 are operating out of the Concession building.
26

27 **The Vendor shall provide the Village with a certificate of insurance with the Village of**
28 **Sister Bay named as an additional insured under such insurance contract.**
29
30
31

32 Name: h:\files\active\marina\2013\marina commercial vendor lease 2014-2016 v2.docx Created: 6/14/2013 12:14 PM Printed:
33 9/20/2013 10:35 AM Author: Robert Kufirin Last Saved By: Robert Kufirin Revision: 6



SISTER BAY MARINA RULES AND REGULATIONS SISTER BAY MARINA RULES ON SLIP LEASES

4 The Lessee is responsible for complying with the current version of the Marina Rules and
5 Regulations as well as the Rules on Slip Leases, which are available on the Marina website at
6 www.sisterbaymarina.com. Any questions regarding those regulations should be directed to the
7 Marina Manager.

8
9
10
11 **Failure to comply with any of these regulations may result in boat owners being given**
12 **notice to leave the Marina and/or forfeiture of rental fees and slip holder rights and**
13 **privileges.**

14
15 Name: h:\files\active\marina\2013\marina commercial vendor lease 2014-2016 v2.docx Created: 6/14/2013 12:14 PM Printed: 9/20/2013
16 10:35 AM Author: Robert Kufirin Last Saved By: Robert Kufirin Revision: 6

17

SISTER BAY BOAT RENTAL, LLC
Fleet Info

A	B	C	D	E	F
Unit #	Year	Make and Model	Type	Length	Hull ID#
4	2008	Sea Doo GTI 130(chaseboat)	PWC	10'	YDV07298C808
5	2010	Sweetwater 2286	Pontoon	22'	GDY3033TE010
6	2010	Sweetwater 2286	Pontoon	22'	GDY3040TE010
7	2010	Sweetwater 2286	Pontoon	22'	GDY3040TE010
8	2006	Four Winns 203	Runabout	20'	GFNMG0371506
9	2000	Cobalt 226	Runabout	22'	FGEE62068G900
10	2011	Sweetwater 2086	Pontoon	20'	GDY2769TC111
11	2011	Sweetwater 2486	Pontoon	25'	GDY2777TC111
12	2004	Cobalt 246	Runabout	24'	FGEE64013F304
13	2012	Sweetwater SW2086BF3	Pontoon	20'	GDY2964TC212
14	2012	Sweetwater 2486	Pontoon	25'	GDY2968TC212
15	2008	Four Winns 210 w/trl	Runabout	21'	GFNMMW184J708
17	2011	Sea Doo GTI 130	PWC	11'4"	YDV30924F111
18	2011	Sea Doo GTI 130	PWC	11'4"	YDV20946C111
19	2013	Sea Doo GTI 130	PWC	11'4"	YDV35534D313
20	2013	Sea Doo GTI 130	PWC	10'	YDV35531D313
21	2013	Sea Doo GTI 130	PWC	10'	YDV30724C313
22	2013	Sea Doo GTI 130	PWC	10'	YDV35579D313
24	2013	Sweetwater SW2486C3	Tritoon	24'3"	GDY16358E313
27	2013	Sweetwater SW2486C3	Tritoon	24'3"	GDY16354E313

used as tow boat, not rental



SISTER BAY MARINA COMMERCIAL VENDOR AGREEMENT

2014-2016

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

RECITALS

A. The Village through its Village Board in the exercise of its authority over the Village Marina (the "Marina") has established a Marina Committee (the "Committee") for certain matters relating to the Marina, including this Contract, in order to protect the health, safety and welfare of the public that in part includes benefit to the entire community by the stimulation of economic activity in the private sector.

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

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

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

1. Identification of Village, Commercial Vendor, Boat and Commercial Vendor Services. The Village shall mean and include the Village and all of its organizational bodies, including the Village Board and Committee, as well as all the Village employees and agents. The Commercial Vendor, Boat, and Commercial Vendor Services are as set forth on the Attachment hereto, and more specifically the Attachments shall set forth:

a. The Attachment shall contain the legal name and mailing address of the Commercial for the purposes of any notice, and if the individual signing this Lease is not the same as the Commercial Vendor, such individual by signing this Lease warrants that they are authorized to sign on behalf of the Commercial Vendor.

b. The Attachment shall contain the name of the boat(s) if any for which this Lease is obtained along with a description of the boat(s) (manufacturer, length, and other identifying description), as well as state and federal identifying numbers including the state of registration or licensing as applicable (the "Boat"). *— not applicable, as this changes as boats sell*

c. The Attachment shall contain a description of services that the Commercial Vendor will provide, in as much detail as may be required by the Committee.

2. Rates and Time of Payment. The rate for the first year of this Lease shall be the amount established by the Committee. Lessee agrees to pay to the Village at such time or times as determined by the Committee but in no event less than bi-annually. After the first year, the rate shall be the amount established by the Committee annually no later than December 31 of the year immediately preceding each calendar year during the term of the Lease (the "Deadline"). In the event that the Committee has not established a new rate, or time or times of payment, by the Deadline, the rate and time or times of payment for the immediately preceding calendar year (i.e., the year ending on the Deadline) shall apply to the succeeding calendar year or years.

3. Term. The term of this Lease is not less than three (3) years as determined by the Committee in its granting of this Lease (the "Term"). The initial term of the lease shall run from January 1, 2011 through December 31, 2013. If the Lease is granted by the Committee on or after November 1 of a calendar year and before October 31 of the next succeeding calendar year, the first calendar year of the Term shall be the calendar year that begins during the time of the grant. The Term shall consist of

1 calendar years, but the Lease for the Boat(s) at the Marina is only for so much of each such calendar
2 year that the Marina is open for boating, i.e., the Boat(s) must be removed from the Marina for the
3 winter off season as established by the Marina Manager.

4 4. Extension of Term. At least six months prior to the end of any Term or extension of Term, the
5 Committee shall make a determination as to the extension of term in writing. In addition, notwith-
6 standing the term set forth in this Agreement, or the maximum set forth herein, the Committee may
7 terminate any Lease for cause, at any time on not less than six (6) months' notice to the Commercial
8 Vendor without liability for the remainder of any Term other than for the minimum time required to
9 provide such notice of termination to the Commercial Vendor.

10 5. Commercial Vendor Early Termination. If a new rate, or time of payment, is made by the Com-
11 mittee the Commercial Vendor shall have until January 31 of the year immediately following the
12 Deadline to notify the Village of the Commercial Vendor's election not to continue this Lease for the
13 remainder of the Term. Commercial Vendor is responsible to contact the Village after the Deadline to
14 obtain notice of any Committee changes. Failure of the Commercial Vendor to notify the Village in a
15 manner such that the Village receives the notice by January 31 shall be the Commercial Vendor's
16 agreement to continue this Lease and pay the new rate at such new time or times until the Lease is
17 terminated by the Village. In addition, at any time Commercial Vendor may request early termination
18 consideration by the Committee, which the Committee may grant or deny at its discretion.

19 6. Release, Indemnification and Required Insurance. The Lessee and the Commercial Vendor re-
20 leases, waives and discharges the Village from all liability by reason of this Lease, including any use
21 or occupancy of the Marina and services, and covenants never to bring any suit or action at law or in
22 equity against the Village related thereto. Lessee further agrees to indemnify the Village from and
23 against any claims, demands, costs (including attorneys' fees) or judgments arising from the Marina
24 or its use or occupancy, whether related to the Marina or elsewhere. Moreover, the Lessee and
25 Commercial Vendor shall have in place and furnish to the Village prior to placing the Boat or any oth-
26 er property on, or any use or occupancy of, the Marina for any calendar year, insurance for that year
27 as required on the attached Sister Bay Marina Contractor Insurance Requirements (the "Insurance"),
28 (as may be amended by the Village or Committee from time to time by the Deadline with the Com-
29 mercial Vendor having the same right and procedure for early termination of the Term by January 31
30 as indicated above); on the Insurance.

31 7. Marina Rules and Regulations. Lessee agrees to comply with all Marina rules and regulations
32 at all times except as modified by this Agreement.

33 8. Annual Report. In addition to all other Requirements, the Lessee shall prepare and submit to
34 the Village to be received no later than December 1 of each calendar year during this Lease, a report
35 on the Commercial Vendor's operations for that calendar year prior to November 1 of that calendar
36 year (the "Annual Report"). The Annual Report shall include an estimate of customer counts and any
37 issues the Lessee may seek the Village to be aware of, or have any desire for the Village to address.

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

46 10. Breach or Default. In the event of any breach or default in making any monetary payment to be
47 made to the Village, including payments required under this Section for breach or default, or any oth-
48 er payment such as the rate under the Lease, there shall also be paid to the Village an amount of one
49 percent (1%) of the total amount owing for each month or fraction thereof that payment is not made
50 as required as partial reimbursement for collection time and effort of the Village; and all amounts ow-
51 ing including under this Section shall further accrue interest at the rate of one and one-half percent
52 (1.5%) per month or fraction thereof, compounded monthly, until paid to the Village. The waiver or

- 1 failure to enforce any right or remedy shall not be a subsequent right or remedy to enforce any provi-
2 sion.
- 3 11. Guarantee. The Lessee, including any individual signing this Lease, notwithstanding signature
4 in a capacity as an agent or other fiduciary, personally guarantees all obligations of Commercial Ven-
5 dor and Lessee whether under this Lease or otherwise.
- 6 12. Boat and Slip Location. The Lessee shall conduct their operations only at the boats located at
7 the slips assigned by the Village. All related equipment necessary to provide the Commercial Ven-
8 dor's services shall be stored in such locations as are approved by the Village.
- 9 13. Dock Modification or Repair. No dock modifications may be made by the Lessee to any of the
10 assigned slip(s) without prior approval of the Marina Manager. The Marina Manager will determine if
11 the modification is appropriate, what materials may be used, who is to perform the modification and
12 the costs paid by the Lessee. The Marina is responsible for general maintenance of slips. Any repairs
13 required beyond normal wear and tear to the assigned slip(s) will be at the expense of the Lessee.
14 The Marina Manager reserves the right to determine what is beyond normal wear and tear.
- 15 14. Commercial Concession Building Usage. The Lessee is hereby granted permission to operate
16 a concession office inside the Village owned concession building. The Lessee shall share the con-
17 cession office space with the other commercial vendors granted leases by the Village. No modifica-
18 tions shall be made to the interior or exterior of the building without the Village's written permission.
19 All existing Lessee signage on the building as of April 1, 2011 shall be reviewed for approval. No
20 signage on the building or Village property is allowed without first obtaining a Village sign permit(s).
21 Any cost for telephone service shall be paid by the Lessee. If at any time air conditioning or electric
22 heat is added to the building the different Lessee's operating from the building shall become respon-
23 sible for the electric bill.
- 24 15. Vehicle Parking. The Lessee agrees that they and their employees, shall not park any personal
25 vehicle, commercial vehicle or truck used in the course of their business on the west side of Bay
26 Shore Drive between Sunset Drive and the Village Hall at any time.
- 27 16. Other Requirements. The Lessee agrees to maintain the area around the assigned slip(s),
28 grounds and concession building in a clean and neat manner at all time. The Lessee agrees to de-
29 posit all trash and waste in the dumpster next to the Marina Building. The Lessee agrees to recycle to
30 the extent possible and to deposit all recyclables in the appropriate dumpster next to the Marina
31 Building. The Lessee agrees to conduct their services consistent with the Wisconsin Department of
32 Natural Resources Clean Marina guidelines.
- 33 17. Customer Information. The Lessee agrees to provide the Village with copies of all sales, pro-
34 motion, instruction materials associated with the operation that are provided to individuals renting or
35 purchasing services from the Lessee.
- 36 18. Licenses and Permits. The Lessee agrees that each employee operating a boat or vessel shall
37 be properly licensed or certified by the United States Coast Guard. Copies of those licenses and or
38 permits shall be available for inspection at the Commercial Concession building. The Lessee agrees
39 that each boat or vessel as listed shall be properly licensed and certified as required by the United
40 States Coast Guard. Copies of those licenses or certifications shall be available for inspection at the
41 Commercial Concession Building.
- 42 19. Scope of Business Activities. While operating in the concession stand or within the Marina the
43 Commercial Vendor will not engage in any business or reservation activities for boats located at or
44 operating out of other marinas or locations. Reservations, rentals, charters, sales or other business
45 related activities shall be for the boats covered by this agreement.
- 46

1 **IN WITNESS WHEREOF**, the undersigned has executed the first extension of this Lease for the peri-
2 od January 1, 2014 to December 31, 2016 on the dates set forth opposite the signature.

3 **LESSEE** (individually and on behalf of Commercial Vendor):

4
5 Date signed: 11-26-13 Date signed: _____

6
7 (Signature) Connie Carlson (Signature) _____
8 Print Name CONNIE CARLSON Print Name

9 Date signed: _____

10
11 (Signature) _____
12 Print Name

13
14 Approved on behalf of the Village of Sister Bay

15
16 Date signed: 12-11-13

17
18 (Signature) Wendy L. Tatzel
19 Print Name Wendy L Tatzel

20
21 Assigned Slip Number(s): J12, J13, J28, D103
22

RECEIVED DEC 3 2013

VILLAGE OF SISTER BAY
MARINA COMMERCIAL VENDOR LESSEE ATTACHMENT
COMMERCIAL VENDOR:

Business Name: CAL MARINE LLC
Address: 10884 N BAY SHORE DR
SISTER BAY, WI 54234

Authorized CONNIE CARLSON Commercial Vendor Signer Contact:

Name of Individual (if different from Commercial Vendor): _____

Address (if different from Commercial Vendor): _____

Telephone Number(s): 920-854-4521 Email:
c.carlson@cal-marine.com

DESCRIPTION OF COMMERCIAL VENDOR SERVICES:

- Boat Sales
- Sales Events
- Demonstration Rides
- Driving Lessons
- Boat Service Repairs
- Temporary Broken vessels
- Towing/Rescue Service

BOAT: (attach sheet if necessary):

Name/Description: this information changes as boats are sold and traded

Identification Number: _____

Boat Ownership (include names, addresses or other indication of ownership):

<u>Dealer registration #s</u>	<u>7514 DD</u>	<u>7075 DD</u>
	<u>7994 DD</u>	
	<u>7995 DD</u>	
	<u>8349 DD</u>	

1 **SISTER BAY MARINA COMMERCIAL VENDOR**
2 **INSURANCE REQUIREMENTS**

3
4 Unless otherwise specified in this Agreement, the Commercial Vendor "Vendor" shall, at its sole ex-
5 pense, maintain in effect at all times during the performance of the services as described in the
6 Commercial Vendor Agreement, insurance coverage with limits not less than those set forth below
7 with insurers and under forms of policies set forth below.
8

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

10
11 **B. Boat Liability Insurance – Not Required**

12
13 **C. Automobile Liability Insurance** - The Vendor shall provide evidence that their vehicles meet
14 the minimum required automobile liability insurance for the State of Wisconsin. No automobile
15 insurance liability coverage is required if the Vendor's vehicles and service trucks never
16 drive on Marina or Waterfront Park property, which would include parking lots, sidewalks
17 and docks.
18

19 **D. Commercial General Liability Insurance** - The Vendor shall maintain limits no less than One
20 Million dollars (\$1,000,000) per occurrence for their premise and their operations at the Village
21 Marina.
22

23 The Vendor shall have and maintain insurance coverage as specified above which shall be in
24 full force and effect during such time as their boats are located in the Sister Bay Marina or they
25 are operating out of the Concession building.
26

27 **The Vendor shall provide the Village with a certificate of insurance with the Village of**
28 **Sister Bay named as an additional insured under such insurance contract.**
29
30

31
32 Name: h:\files\active\marina\2013\marina commercial vendor lease 2014-2016 v2.docx Created: 6/14/2013 12:14 PM Printed:
33 10/28/2013 11:49 AM Author: Robert Kufirin Last Saved By: Robert Kufirin Revision: 6



SISTER BAY MARINA RULES AND REGULATIONS
SISTER BAY MARINA RULES ON SLIP LEASES

1
2
3
4 The Lessee is responsible for complying with the current version of the Marina Rules and
5 Regulations as well as the Rules on Slip Leases, which are available on the Marina website at
6 www.sisterbaymarina.com. Any questions regarding those regulations should be directed to the
7 Marina Manager.
8
9
10

11 **Failure to comply with any of these regulations may result in boat owners being given**
12 **notice to leave the Marina and/or forfeiture of rental fees and slip holder rights and**
13 **privileges.**
14

15 Name: h:\files\active\marina\2013\marina commercial vendor lease 2014-2016 v2.docx Created: 6/14/2013 12:14 PM Printed: 10/28/2013
16 11:49 AM Author: Robert Kufirin Last Saved By: Robert Kufirin Revision: 6
17



SISTER BAY MARINA COMMERCIAL VENDOR AGREEMENT

2014-2016

3

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

7 **RECITALS**

8 A. The Village through its Village Board in the exercise of its authority over the Village Marina (the
9 "Marina") has established a Marina Committee (the "Committee") for certain matters relating to the
10 Marina, including this Contract, in order to protect the health, safety and welfare of the public that in
11 part includes benefit to the entire community by the stimulation of economic activity in the private sec-
12 tor.

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

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

18 **NOW, THEREFORE**, on the later of both (i) the Lessee's execution of this Contract with such At-
19 tachment, and (ii) the Committee's granting of this Lessee, the following provisions shall be applica-
20 ble and are agreed to by the Lessee:

21 1. Identification of Village, Commercial Vendor, Boat and Commercial Vendor Services. The Vil-
22 lage shall mean and include the Village and all of its organizational bodies, including the Village
23 Board and Committee, as well as all of the Village employees and agents. The Commercial Vendor,
24 Boat, and Commercial Vendor Services are as set forth on the Attachment hereto, and more specifi-
25 cally the Attachments shall set forth:

26 a. The Attachment shall contain the legal name and mailing address of the Commercial Vendor
27 for the purposes of any notice, and if the individual signing this Lease is not the same as the
28 Commercial Vendor, such individual by signing this Lease warrants that they are authorized to
29 sign on behalf of the Commercial Vendor.

30 b. The Attachment shall contain the name of the boat(s) if any for which this Lease is obtained
31 along with a description of the boat(s) (manufacturer, length, and other identifying description),
32 as well as state and federal identifying numbers including the state of registration or licensing
33 as applicable (the "Boat").

34 c. The Attachment shall contain a description of services that the Commercial Vendor will provide,
35 in as much detail as may be required by the Committee.

36 2. Rates and Time of Payment. The rate for the first year of this Lease shall be the amount estab-
37 lished by the Committee. Lessee agrees to pay to the Village at such time or times as determined by
38 the Committee but in no event less than bi-annually. After the first year, the rate shall be the amount
39 established by the Committee annually no later than December 31 of the year immediately preceding
40 each calendar year during the term of the Lease (the "Deadline"). In the event that the Committee
41 has not established a new rate, or time or times of payment, by the Deadline, the rate and time or
42 times of payment for the immediately preceding calendar year (i.e., the year ending on the Deadline)
43 shall apply to the succeeding calendar year or years.

44 3. Term. The term of this Lease is not less than three (3) years as determined by the Committee
45 in its granting of this Lease (the "Term"). The initial term of the lease shall run from January 1, 2011
46 through December 31, 2013. If the Lease is granted by the Committee on or after November 1 of a
47 calendar year and before October 31 of the next succeeding calendar year, the first calendar year of
48 the Term shall be the calendar year that begins during the time of the grant. The Term shall consist of

1 calendar years, but the Lease for the Boat(s) at the Marina is only for so much of each such calendar
2 year that the Marina is open for boating, i.e., the Boat(s) must be removed from the Marina for the
3 winter off season as established by the Marina Manager.

4 4. Extension of Term. At least six months prior to the end of any Term or extension of Term, the
5 Committee shall make a determination as to the extension of term in writing. In addition, notwith-
6 standing the term set forth in this Agreement, or the maximum set forth herein, the Committee may
7 terminate any Lease for cause, at any time on not less than six (6) months' notice to the Commercial
8 Vendor without liability for the remainder of any Term other than for the minimum time required to
9 provide such notice of termination to the Commercial Vendor.

10 5. Commercial Vendor Early Termination. If a new rate, or time of payment, is made by the Com-
11 mittee the Commercial Vendor shall have until January 31 of the year immediately following the
12 Deadline to notify the Village of the Commercial Vendor's election not to continue this Lease for the
13 remainder of the Term. Commercial Vendor is responsible to contact the Village after the Deadline to
14 obtain notice of any Committee changes. Failure of the Commercial Vendor to notify the Village in a
15 manner such that the Village receives the notice by January 31 shall be the Commercial Vendor's
16 agreement to continue this Lease and pay the new rate at such new time or times until the Lease is
17 terminated by the Village. In addition, at any time Commercial Vendor may request early termination
18 consideration by the Committee, which the Committee may grant or deny at its discretion.

19 6. Release, Indemnification and Required Insurance. The Lessee and the Commercial Vendor re-
20 leases, waives and discharges the Village from all liability by reason of this Lease, including any use
21 or occupancy of the Marina and services, and covenants never to bring any suit or action at law or in
22 equity against the Village related thereto. Lessee further agrees to indemnify the Village from and
23 against any claims, demands, costs (including attorneys' fees) or judgments arising from the Marina
24 or its use or occupancy, whether related to the Marina or elsewhere. Moreover, the Lessee and
25 Commercial Vendor shall have in place and furnish to the Village prior to placing the Boat or any oth-
26 er property on, or any use or occupancy of, the Marina for any calendar year, insurance for that year
27 as required on the attached Sister Bay Marina Contractor Insurance Requirements (the "Insurance"),
28 (as may be amended by the Village or Committee from time to time by the Deadline with the Com-
29 mercial Vendor having the same right and procedure for early termination of the Term by January 31
30 as indicated above); on the Insurance.

31 7. Marina Rules and Regulations. Lessee agrees to comply with all Marina rules and regulations
32 at all times except as modified by this Agreement.

33 8. Annual Report. In addition to all other Requirements, the Lessee shall prepare and submit to
34 the Village to be received no later than December 1 of each calendar year during this Lease, a report
35 on the Commercial Vendor's operations for that calendar year prior to November 1 of that calendar
36 year (the "Annual Report"). The Annual Report shall include an estimate of customer counts and any
37 issues the Lessee may seek the Village to be aware of, or have any desire for the Village to address.

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

46 10. Breach or Default. In the event of any breach or default in making any monetary payment to be
47 made to the Village, including payments required under this Section for breach or default, or any oth-
48 er payment such as the rate under the Lease, there shall also be paid to the Village an amount of one
49 percent (1%) of the total amount owing for each month or fraction thereof that payment is not made
50 as required as partial reimbursement for collection time and effort of the Village; and all amounts ow-
51 ing including under this Section shall further accrue interest at the rate of one and one-half percent
52 (1.5%) per month or fraction thereof, compounded monthly, until paid to the Village. The waiver or

- 1 failure to enforce any right or remedy shall not be a subsequent right or remedy to enforce any provi-
2 sion.
- 3 11. Guarantee. The Lessee, including any individual signing this Lease, notwithstanding signature
4 in a capacity as an agent or other fiduciary, personally guarantees all obligations of Commercial Ven-
5 dor and Lessee whether under this Lease or otherwise.
- 6 12. Boat and Slip Location. The Lessee shall conduct their operations only at the boats located at
7 the slips assigned by the Village. All related equipment necessary to provide the Commercial Ven-
8 dor's services shall be stored in such locations as are approved by the Village.
- 9 13. Dock Modification or Repair. No dock modifications may be made by the Lessee to any of the
10 assigned slip(s) without prior approval of the Marina Manager. The Marina Manager will determine if
11 the modification is appropriate, what materials may be used, who is to perform the modification and
12 the costs paid by the Lessee. The Marina is responsible for general maintenance of slips. Any repairs
13 required beyond normal wear and tear to the assigned slip(s) will be at the expense of the Lessee.
14 The Marina Manager reserves the right to determine what is beyond normal wear and tear.
- 15 14. Commercial Concession Building Usage. The Lessee is hereby granted permission to operate
16 a concession office inside the Village owned concession building. The Lessee shall share the con-
17 cession office space with the other commercial vendors granted leases by the Village. No modifica-
18 tions shall be made to the interior or exterior of the building without the Village's written permission.
19 All existing Lessee signage on the building as of April 1, 2011 shall be reviewed for approval. No
20 signage on the building or Village property is allowed without first obtaining a Village sign permit(s).
21 Any cost for telephone service shall be paid by the Lessee. If at any time air conditioning or electric
22 heat is added to the building the different Lessee's operating from the building shall become respon-
23 sible for the electric bill.
- 24 15. Vehicle Parking. The Lessee agrees that they and their employees, shall not park any personal
25 vehicle, commercial vehicle or truck used in the course of their business on the west side of Bay
26 Shore Drive between Sunset Drive and the Village Hall at any time.
- 27 16. Other Requirements. The Lessee agrees to maintain the area around the assigned slip(s),
28 grounds and concession building in a clean and neat manner at all time. The Lessee agrees to de-
29 posit all trash and waste in the dumpster next to the Marina Building. The Lessee agrees to recycle to
30 the extent possible and to deposit all recyclables in the appropriate dumpster next to the Marina
31 Building. The Lessee agrees to conduct their services consistent with the Wisconsin Department of
32 Natural Resources Clean Marina guidelines.
- 33 17. Customer Information. The Lessee agrees to provide the Village with copies of all sales, pro-
34 motion, instruction materials associated with the operation that are provided to individuals renting or
35 purchasing services from the Lessee.
- 36 18. Licenses and Permits. The Lessee agrees that each employee operating a boat or vessel shall
37 be properly licensed or certified by the United States Coast Guard. Copies of those licenses and or
38 permits shall be available for inspection at the Commercial Concession building. The Lessee agrees
39 that each boat or vessel as listed shall be properly licensed and certified as required by the United
40 States Coast Guard. Copies of those licenses or certifications shall be available for inspection at the
41 Commercial Concession Building.
- 42 19. Scope of Business Activities. While operating in the concession stand or within the Marina the
43 Commercial Vendor will not engage in any business or reservation activities for boats located at or
44 operating out of other marinas or locations. Reservations, rentals, charters, sales or other business
45 related activities shall be for the boats covered by this agreement.
- 46

1 **IN WITNESS WHEREOF**, the undersigned has executed the first extension of this Lease for the peri-
2 od January 1, 2014 to December 31, 2016 on the dates set forth opposite the signature.

3 **LESSEE** (individually and on behalf of Commercial Vendor):

4
5 Date signed: Sept. 6, 2013 Date signed: _____

6
7 (Signature) James Robinson (Signature) _____
8 Print Name James Robinson Print Name

9 Date signed: _____

10
11 (Signature) _____
12 Print Name

13
14 Approved on behalf of the Village of Sister Bay

15
16 Date signed: 11-13-13

17
18 (Signature) Wendy Tatzel
19 Print Name Wendy Tatzel

20
21 Assigned Slip Number(s): D110 - entire slip (separate rates for
22 front and back of slip) - WT

VILLAGE OF SISTER BAY
MARINA COMMERCIAL VENDOR LESSEE ATTACHMENT
COMMERCIAL VENDOR:

Business Name: Shorelike Charters LLC

Address: P.O. Box 946
Sister Bay, WI 54234

Authorized Commercial Vendor Signer Contact:
Jim Robinson

Name of Individual (if different from Commercial Vendor): _____

Address (if different from Commercial Vendor): _____

Telephone Number(s): cell-421-0948 home-854-4872 Email: goboating@shorelikecharters.net
Kiosk-854-4707

DESCRIPTION OF COMMERCIAL VENDOR SERVICES:

Narrated sightseeing cruises and
private charters aboard motorized vessels

BOAT: (attach sheet if necessary):

Name/Description: see next page

Identification Number: _____

1 Boat Ownership (include names, addresses or other indication of ownership:
2 _____
3 _____
4 _____

5 Name: h:\files\active\marina\2013\marina commercial vendor lease 2014-2016 v2.docx Created: 6/14/2013 12:14 PM Printed: 9/3/2013
6 11:15 AM Author: Robert Kufirin Last Saved By: Robert Kufirin Revision: 6
7

Vessel 1.) Water Taxi # 1094348

2.) Shoreline Adventurer # 1225477

3.) The Shoreline # 561145

see:- Federal Documentation Papers
- U.S. Coast Guard Certificates of
Inspection (C.O.I.)
- Insurance Declarations

All provided to Village
G.R.

1 **SISTER BAY MARINA COMMERCIAL VENDOR**
2 **INSURANCE REQUIREMENTS**

3
4 Unless otherwise specified in this Agreement, the Commercial Vendor "Vendor" shall, at its sole ex-
5 pense, maintain in effect at all times during the performance of the services as described in the
6 Commercial Vendor Agreement, insurance coverage with limits not less than those set forth below
7 with insurers and under forms of policies set forth below.

8
9 **A. Worker's Compensation, Jones Act, and Employers Liability Insurance – Not Required**

10
11 **B. Boat Liability Insurance – Not Required**

12
13 **C. Automobile Liability Insurance** - The Vendor shall provide evidence that their vehicles meet
14 the minimum required automobile liability insurance for the State of Wisconsin. No automobile
15 insurance liability coverage is required if the Vendor's vehicles and service trucks never
16 drive on Marina or Waterfront Park property, which would include parking lots, sidewalks
17 and docks.

18
19 **D. Commercial General Liability Insurance** - The Vendor shall maintain limits no less than One
20 Million dollars (\$1,000,000) per occurrence for their premise and their operations at the Village
21 Marina.

22
23 The Vendor shall have and maintain insurance coverage as specified above which shall be in
24 full force and effect during such time as their boats are located in the Sister Bay Marina or they
25 are operating out of the Concession building.

26
27 **The Vendor shall provide the Village with a certificate of insurance with the Village of**
28 **Sister Bay named as an additional insured under such insurance contract.**

29
30
31
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SISTER BAY MARINA RULES AND REGULATIONS
SISTER BAY MARINA RULES ON SLIP LEASES

4 The Lessee is responsible for complying with the current version of the Marina Rules and
5 Regulations as well as the Rules on Slip Leases, which are available on the Marina website at
6 www.sisterbaymarina.com. Any questions regarding those regulations should be directed to the
7 Marina Manager.

8

9

10

11 **Failure to comply with any of these regulations may result in boat owners being given**
12 **notice to leave the Marina and/or forfeiture of rental fees and slip holder rights and**
13 **privileges.**

14

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17



SISTER BAY MARINA COMMERCIAL VENDOR AGREEMENT

2014-2016

3

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

7 **RECITALS**

8 A. The Village through its Village Board in the exercise of its authority over the Village Marina (the
9 "Marina") has established a Marina Committee (the "Committee") for certain matters relating to the
10 Marina, including this Contract, in order to protect the health, safety and welfare of the public that in
11 part includes benefit to the entire community by the stimulation of economic activity in the private sec-
12 tor.

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

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

18 **NOW, THEREFORE**, on the later of both (i) the Lessee's execution of this Contract with such At-
19 tachment, and (ii) the Committee's granting of this Lessee, the following provisions shall be applica-
20 ble and are agreed to by the Lessee:

21 1. Identification of Village, Commercial Vendor, Boat and Commercial Vendor Services. The Vil-
22 lage shall mean and include the Village and all of its organizational bodies, including the Village
23 Board and Committee, as well as all of the Village employees and agents. The Commercial Vendor,
24 Boat, and Commercial Vendor Services are as set forth on the Attachment hereto, and more specifi-
25 cally the Attachments shall set forth:

26 a. The Attachment shall contain the legal name and mailing address of the Commercial Vendor
27 for the purposes of any notice, and if the individual signing this Lease is not the same as the
28 Commercial Vendor, such individual by signing this Lease warrants that they are authorized to
29 sign on behalf of the Commercial Vendor.

30 b. The Attachment shall contain the name of the boat(s) if any for which this Lease is obtained
31 along with a description of the boat(s) (manufacturer, length, and other identifying description),
32 as well as state and federal identifying numbers including the state of registration or licensing
33 as applicable (the "Boat").

34 c. The Attachment shall contain a description of services that the Commercial Vendor will provide,
35 in as much detail as may be required by the Committee.

36 2. Rates and Time of Payment. The rate for the first year of this Lease shall be the amount estab-
37 lished by the Committee. Lessee agrees to pay to the Village at such time or times as determined by
38 the Committee but in no event less than bi-annually. After the first year, the rate shall be the amount
39 established by the Committee annually no later than December 31 of the year immediately preceding
40 each calendar year during the term of the Lease (the "Deadline"). In the event that the Committee
41 has not established a new rate, or time or times of payment, by the Deadline, the rate and time or
42 times of payment for the immediately preceding calendar year (i.e., the year ending on the Deadline)
43 shall apply to the succeeding calendar year or years.

44 3. Term. The term of this Lease is not less than three (3) years as determined by the Committee
45 in its granting of this Lease (the "Term"). The initial term of the lease shall run from January 1, 2011
46 through December 31, 2013. If the Lease is granted by the Committee on or after November 1 of a
47 calendar year and before October 31 of the next succeeding calendar year, the first calendar year of
48 the Term shall be the calendar year that begins during the time of the grant. The Term shall consist of

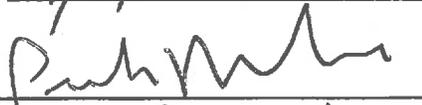
- 1 calendar years, but the Lease for the Boat(s) at the Marina is only for so much of each such calendar
2 year that the Marina is open for boating, i.e., the Boat(s) must be removed from the Marina for the
3 winter off season as established by the Marina Manager.
- 4 4. Extension of Term. At least six months prior to the end of any Term or extension of Term, the
5 Committee shall make a determination as to the extension of term in writing. In addition, notwith-
6 standing the term set forth in this Agreement, or the maximum set forth herein, the Committee may
7 terminate any Lease for cause, at any time on not less than six (6) months' notice to the Commercial
8 Vendor without liability for the remainder of any Term other than for the minimum time required to
9 provide such notice of termination to the Commercial Vendor.
- 10 5. Commercial Vendor Early Termination. If a new rate, or time of payment, is made by the Com-
11 mittee the Commercial Vendor shall have until January 31 of the year immediately following the
12 Deadline to notify the Village of the Commercial Vendor's election not to continue this Lease for the
13 remainder of the Term. Commercial Vendor is responsible to contact the Village after the Deadline to
14 obtain notice of any Committee changes. Failure of the Commercial Vendor to notify the Village in a
15 manner such that the Village receives the notice by January 31 shall be the Commercial Vendor's
16 agreement to continue this Lease and pay the new rate at such new time or times until the Lease is
17 terminated by the Village. In addition, at any time Commercial Vendor may request early termination
18 consideration by the Committee, which the Committee may grant or deny at its discretion.
- 19 6. Release, Indemnification and Required Insurance. The Lessee and the Commercial Vendor re-
20 leases, waives and discharges the Village from all liability by reason of this Lease, including any use
21 or occupancy of the Marina and services, and covenants never to bring any suit or action at law or in
22 equity against the Village related thereto. Lessee further agrees to indemnify the Village from and
23 against any claims, demands, costs (including attorneys' fees) or judgments arising from the Marina
24 or its use or occupancy, whether related to the Marina or elsewhere. Moreover, the Lessee and
25 Commercial Vendor shall have in place and furnish to the Village prior to placing the Boat or any oth-
26 er property on, or any use or occupancy of, the Marina for any calendar year, insurance for that year
27 as required on the attached Sister Bay Marina Contractor Insurance Requirements (the "Insurance"),
28 (as may be amended by the Village or Committee from time to time by the Deadline with the Com-
29 mercial Vendor having the same right and procedure for early termination of the Term by January 31
30 as indicated above); on the Insurance.
- 31 7. Marina Rules and Regulations. Lessee agrees to comply with all Marina rules and regulations
32 at all times except as modified by this Agreement.
- 33 8. Annual Report. In addition to all other Requirements, the Lessee shall prepare and submit to
34 the Village to be received no later than December 1 of each calendar year during this Lease, a report
35 on the Commercial Vendor's operations for that calendar year prior to November 1 of that calendar
36 year (the "Annual Report"). The Annual Report shall include an estimate of customer counts and any
37 issues the Lessee may seek the Village to be aware of, or have any desire for the Village to address.
- 38 9. Effective Change of Ownership. The words "Effective Change of Ownership" shall mean any
39 cumulative change of fifty percent (50%) or more of the ownership of the Commercial Vendor, or any
40 change in the authority of any individual that signs the Lease on behalf of the Commercial Vendor.
41 Within ten (10) days after any Effective Change in Ownership, the Lessee shall notify the Village in
42 writing with a notice specifying the changes in the Marina Commercial Vendor Lease Attachment.
43 The Committee may terminate the Lease at any time after an Effective Change of Ownership by giv-
44 ing not less than thirty (30) days advance written notice of the termination to the Commercial Vendor.
45 This Lease is not assignable.
- 46 10. Breach or Default. In the event of any breach or default in making any monetary payment to be
47 made to the Village, including payments required under this Section for breach or default, or any oth-
48 er payment such as the rate under the Lease, there shall also be paid to the Village an amount of one
49 percent (1%) of the total amount owing for each month or fraction thereof that payment is not made
50 as required as partial reimbursement for collection time and effort of the Village; and all amounts ow-
51 ing including under this Section shall further accrue interest at the rate of one and one-half percent
52 (1.5%) per month or fraction thereof, compounded monthly, until paid to the Village. The waiver or

- 1 failure to enforce any right or remedy shall not be a subsequent right or remedy to enforce any provi-
2 sion.
- 3 11. Guarantee. The Lessee, including any individual signing this Lease, notwithstanding signature
4 in a capacity as an agent or other fiduciary, personally guarantees all obligations of Commercial Ven-
5 dor and Lessee whether under this Lease or otherwise.
- 6 12. Boat and Slip Location. The Lessee shall conduct their operations only at the boats located at
7 the slips assigned by the Village. All related equipment necessary to provide the Commercial Ven-
8 dor's services shall be stored in such locations as are approved by the Village.
- 9 13. Dock Modification or Repair. No dock modifications may be made by the Lessee to any of the
10 assigned slip(s) without prior approval of the Marina Manager. The Marina Manager will determine if
11 the modification is appropriate, what materials may be used, who is to perform the modification and
12 the costs paid by the Lessee. The Marina is responsible for general maintenance of slips. Any repairs
13 required beyond normal wear and tear to the assigned slip(s) will be at the expense of the Lessee.
14 The Marina Manager reserves the right to determine what is beyond normal wear and tear.
- 15 14. Commercial Concession Building Usage. The Lessee is hereby granted permission to operate
16 a concession office inside the Village owned concession building. The Lessee shall share the con-
17 cession office space with the other commercial vendors granted leases by the Village. No modifica-
18 tions shall be made to the interior or exterior of the building without the Village's written permission.
19 All existing Lessee signage on the building as of April 1, 2011 shall be reviewed for approval. No
20 signage on the building or Village property is allowed without first obtaining a Village sign permit(s).
21 Any cost for telephone service shall be paid by the Lessee. If at any time air conditioning or electric
22 heat is added to the building the different Lessee's operating from the building shall become respon-
23 sible for the electric bill.
- 24 15. Vehicle Parking. The Lessee agrees that they and their employees, shall not park any personal
25 vehicle, commercial vehicle or truck used in the course of their business on the west side of Bay
26 Shore Drive between Sunset Drive and the Village Hall at any time.
- 27 16. Other Requirements. The Lessee agrees to maintain the area around the assigned slip(s),
28 grounds and concession building in a clean and neat manner at all time. The Lessee agrees to de-
29 posit all trash and waste in the dumpster next to the Marina Building. The Lessee agrees to recycle to
30 the extent possible and to deposit all recyclables in the appropriate dumpster next to the Marina
31 Building. The Lessee agrees to conduct their services consistent with the Wisconsin Department of
32 Natural Resources Clean Marina guidelines.
- 33 17. Customer Information. The Lessee agrees to provide the Village with copies of all sales, pro-
34 motion, instruction materials associated with the operation that are provided to individuals renting or
35 purchasing services from the Lessee.
- 36 18. Licenses and Permits. The Lessee agrees that each employee operating a boat or vessel shall
37 be properly licensed or certified by the United States Coast Guard. Copies of those licenses and or
38 permits shall be available for inspection at the Commercial Concession building. The Lessee agrees
39 that each boat or vessel as listed shall be properly licensed and certified as required by the United
40 States Coast Guard. Copies of those licenses or certifications shall be available for inspection at the
41 Commercial Concession Building.
- 42 19. Scope of Business Activities. While operating in the concession stand or within the Marina the
43 Commercial Vendor will not engage in any business or reservation activities for boats located at or
44 operating out of other marinas or locations. Reservations, rentals, charters, sales or other business
45 related activities shall be for the boats covered by this agreement.
- 46

1 **IN WITNESS WHEREOF**, the undersigned has executed the first extension of this Lease for the peri-
2 od January 1, 2014 to December 31, 2016 on the dates set forth opposite the signature.

3 **LESSEE** (individually and on behalf of Commercial Vendor):

4
5 Date signed: 9/19/13 Date signed: _____

6
7 (Signature)  (Signature) _____
8 Print Name PETER NELSON Print Name

9 Date signed: _____

10
11 (Signature) _____
12 Print Name

13
14 Approved on behalf of the Village of Sister Bay

15
16 Date signed: 12/11/13

17
18 (Signature) 
19 Print Name Wendy L. Datzel

20
21 Assigned Slip Number(s): 100 AND 111

22

VILLAGE OF SISTER BAY
MARINA COMMERCIAL VENDOR LESSEE ATTACHMENT
COMMERCIAL VENDOR:

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Business Name: SAIL DOOR COUNTY

Address: PO BOX 1048

SISTER BAY, WI 54234

Authorized Commercial Vendor Signer Contact:

Name of Individual (if different from Commercial Vendor): _____

Address (if different from Commercial Vendor): _____

Telephone Number(s): 920 559 7644 920 495 7245 Email: _____

DESCRIPTION OF COMMERCIAL VENDOR SERVICES:

SAILING CHARTER BUSINESSES

BOAT: (attach sheet if necessary):

Name/Description: SCHOONER - EDITH M. BECKEN / CAL 40 - PASSAGE NORTH

Identification Number: NONE

1 Boat Ownership (include names, addresses or other indication of ownership:

2 _____

3 _____

4

5 Name: h:\files\active\marina\2013\marina commercial vendor lease 2014-2016 v2.docx Created: 6/14/2013 12:14 PM Printed: 9/9/2013
6 3:01 PM Author: Robert Kufirin Last Saved By: Robert Kufirin Revision: 6

7

1 **SISTER BAY MARINA COMMERCIAL VENDOR**
2 **INSURANCE REQUIREMENTS**

3
4 Unless otherwise specified in this Agreement, the Commercial Vendor "Vendor" shall, at its sole ex-
5 pense, maintain in effect at all times during the performance of the services as described in the
6 Commercial Vendor Agreement, insurance coverage with limits not less than those set forth below
7 with insurers and under forms of policies set forth below.

8
9 **A. Worker's Compensation, Jones Act, and Employers Liability Insurance – Not Required**

10
11 **B. Boat Liability Insurance – Not Required**

12
13 **C. Automobile Liability Insurance -** The Vendor shall provide evidence that their vehicles meet
14 the minimum required automobile liability insurance for the State of Wisconsin. No automobile
15 insurance liability coverage is required if the Vendor's vehicles and service trucks never
16 drive on Marina or Waterfront Park property, which would include parking lots, sidewalks
17 and docks.

18
19 **D. Commercial General Liability Insurance -** The Vendor shall maintain limits no less than One
20 Million dollars (\$1,000,000) per occurrence for their premise and their operations at the Village
21 Marina.
22

23 The Vendor shall have and maintain insurance coverage as specified above which shall be in
24 full force and effect during such time as their boats are located in the Sister Bay Marina or they
25 are operating out of the Concession building.

26
27 **The Vendor shall provide the Village with a certificate of insurance with the Village of**
28 **Sister Bay named as an additional insured under such insurance contract.**

29
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31
32 Name: h:\files\active\marina\2013\marina commercial vendor lease 2014-2016 v2.docx Created: 6/14/2013 12:14 PM Printed:
33 9/9/2013 3:01 PM Author: Robert Kufirin Last Saved By: Robert Kufirin Revision: 6



SISTER BAY MARINA RULES AND REGULATIONS
SISTER BAY MARINA RULES ON SLIP LEASES

4 The Lessee is responsible for complying with the current version of the Marina Rules and
5 Regulations as well as the Rules on Slip Leases, which are available on the Marina website at
6 www.sisterbaymarina.com. Any questions regarding those regulations should be directed to the
7 Marina Manager.

8
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11 **Failure to comply with any of these regulations may result in boat owners being given**
12 **notice to leave the Marina and/or forfeiture of rental fees and slip holder rights and**
13 **privileges.**

14
15 Name: h:\files\active\marina\2013\marina commercial vendor lease 2014-2016 v2.docx Created: 6/14/2013 12:14 PM Printed: 9/9/2013
16 3:01 PM Author: Robert Kufirin Last Saved By: Robert Kufirin Revision: 6

17

Hi Zeke,

Our commercial contracts are up at the end of this season. I would like to discuss the future of the powered tour boat spot in Sister Bay. Over the years I've watched Shoreline Charters change operators from Jim to Jeff. I've watched the business run unprofessionally and inefficient with a sub-par boat bringing a below average product to the consumer for years.

We, at Fish Creek Scenic Boat Tours will take out over 13,000 guests on the Quo Vadis in Fish Creek this season. We continuously sell out the 60 passenger boat. Things are going very well. We are the most popular tour boat in Door County behind the Washington Island ferry's. We offer 24/7 online booking, a courteous and professional staff, onsite management, a comfortable boat, adequate size to accommodate buses and weddings, a stable boat in seas, live music, refreshments onboard etc..

I believe if given the opportunity I can bring a much bigger, nicer boat, a more professional business and presentation to the tour customer of Sister Bay. I pay \$14,000 rent in FC and am happy to do so. I believe in 2 seasons I could get tour numbers in excess of 10,000 in Sister Bay. If the powered tour boat is going to continue running the way it does in Sister Bay I hope the Village will consider a new operator for the new contract. I believe that I bring much more to the table. Ultimately giving Sister Bay a better product, attracting more visitors and offering a superior experience on the water.

Thank you for your consideration.

Eric Lundquist
920-333-0217

Village of Sister Bay 2017 Annual Budget

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		2014	2015	2016	2016	2017
	Fund 201 / Department 55	Actual	Actual	Budget	Estimate	Budget
Marina Enterprise Fund						
Revenues						
Public Charges for Services						
46741	Festivals (Marina Fest)	5,869	49,898	17,500	24,602	0
46751	Seasonal Fees	313,728	338,982	345,000	352,741	362,250
46752	Transient Fees	109,259	119,518	112,000	130,889	127,000
46753	Launch Fees	12,018	11,758	12,000	13,986	14,000
46754	Bike Rental	0	0	0	0	0
46755	Marina Services	228	626	200	1,351	1,500
46759	Discounted Sales		0	-7,500	0	-5,000
	Subtotal	\$441,101	\$520,782	\$479,200	\$523,569	\$499,750
Commercial Revenues						
46761	Commercial Docking	76,733	76,733	76,730	81,765	89,000
46764	Product Sales (incl. ice)	1,942	2,271	2,200	3,160	3,200
46767	Vending Sales (Soda)	566	0	350	101	100
46768	Washer/Dryer	231	726	300	453	500
46900	Misc. Charges	0	129	25	0	0
	Subtotal	\$79,471	\$79,859	\$79,605	\$85,479	\$92,800
Miscellaneous Revenues						
48110	Interest on Investments	812	580	670	582	650
48260	Boathouse Rental	13,291	14,053	19,500	18,550	18,500
48265	Boathouse TV & Utility Charges	0	150		900	900
48500	Donations	83	259	0	195	250
48990	Miscellaneous Other Revenues	264	1,949	200	113	200
	Subtotal	\$14,449	\$9,603	\$20,370	\$20,340	\$20,500
Other Financing Sources & Transfers						
49210	Transfer from General Fund	0	0	0	0	0
49240	Transfer from CIP Fund	25,000	0	0	0	0
	Subtotal	\$25,000	\$0	\$0	\$0	\$0
	Total Revenues	\$560,021	\$610,244	\$579,175	\$629,388	\$613,050

Village of Sister Bay 2017 Annual Budget

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		2014	2015	2016	2016	2017
Fund 201 / Department 55		Actual	Actual	Budget	Estimate	Budget
Marina Enterprise Fund						
Expenditures						
Direct Employee Costs						
55101	Wages, Manager	25,610	33,209	40,000	40,000	47,500
55101	Manager, Parks				0	0
55105	Wages, Admin	8,737	9,495	10,159	41,518	27,890
55105	Maintenance, Parks	7,919	11,039	8,498	8,498	11,449
55105	Wages, Seasonal	31,101	42,545	39,466	37,502	58,370
55110	Wages, Overtime	8	172	223	2,074	2,265
55111	Bonuses	465	750	5,807	3,877	2,350
55115	Retirement	1,137	1,066	3,871	5,941	6,309
55120	Social Security	5,536	5,388	7,968	10,010	11,462
55125	Insurance, Medical	1,657	5,982	9,281	9,834	7,694
55127	HSA Expense	0	0	0	3,807	3,723
55130	Insurance, Dental	244	566	725	1,118	874
55135	Insurance, Disability	117	216	480	586	458
55140	Insurance, Group Life	38	38	48	128	93
55145	Insurance, Work Comp	3,180	5,017	6,659	6,003	10,854
55150	Unemployment Costs	0	0	0	905	1,000
55155	Transfer to TKH	0	0	0	0	0
55190	Benefit Fees & Penalties	0	31		18	0
	Subtotal	\$85,748	\$115,514	\$133,185	\$171,800	\$192,291
Indirect Employee						
55201	Travel/Training	1,073	2,248	500	1,039	1,500
55205	Recruitment/Testing/Physicals	10	430	200	132	350
55210	Expense Allowance	122	6	200	200	200
55215	Uniforms and Clothing	285	493	900	935	1,000
55225	Recognition	0	0	0	0	750
	Subtotal	\$1,490	\$3,177	\$1,800	\$2,306	\$3,800
Utility Costs						
55340	Marina Utility Costs	22,061	22,444	24,000	19,983	20,000
55341	Boathouse Utilities	1,348	1,818	1,350	844	1,000
55360	Telephone	735	735	750	696	750
55365	Cellphones	932	861	900	748	900
55370	Internet	4,092	1,751	2,000	1,450	5,300
55375	Charter TV	1,868	1,046	567	414	420
55380	Holding Tank Expense					150
	Subtotal	\$31,036	\$28,655	\$29,567	\$24,135	\$28,520
Supplies						
55401	Office Supplies	257	0	400	574	600
55405	Computer Hardware/Software	1,507	8,411	5,000	294	500
55410	Printing and Copying	296	613	500	29	500
55415	Postage	266	581	500	142	500
55420	Dues and Publications	125	290	300	0	300
55430	Custodial Supplies	1,831	1,545	2,500	1,874	2,000
55434	Supplies For Resale	1,227	1,746	1,500	1,042	1,500
55435	Vending Supplies (Soda)	436	0	0	0	0
55440	Medical and Safety	0	0	100	277	300
55460	Minor Equipment	73	51	500	1,911	1,750
55465	Service Equipment	0	612	200	5,000	500
55470	Recreation Equip/Supplies	57	54	500	0	500
55475	Bicycles	0	0	50	0	2,000
55490	Amenities (coffee & shower supplies)	598	621	750	406	750
55495	Miscellaneous Other Supplies	119	-62	200	931	300
	Subtotal	\$6,791	\$14,462	\$13,000	\$12,479	\$12,000
Other Services						
55501	Audit	1,920	3,210	3,210	3,391	3,400

Village of Sister Bay 2017 Annual Budget

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		2014	2015	2016	2016	2017
Fund 201 / Department 55		Actual	Actual	Budget	Estimate	Budget
Marina Enterprise Fund						
55502	Accounting Support	1,745	1,630	1,900	1,309	3,000
55503	Credit Card Fees	6,787	8,149	7,800	8,323	8,500
55504	Information Technology	470	1,002	600	2,076	600
55510	Consulting Services	350	1,225	350	859	1,500
55515	Legal Services	476	535	500	0	500
55525	Property/Liability Insurance	5,769	7,622	7,750	6,112	7,622
55530	Legal Notices (formerly ads)	14	0	100	0	50
55532	Marketing/Publicity (events)	2,146	6,297	8,000	1,053	1,500
55535	Website Support	184	507	500	95	250
55551	Rubbish Disposal	1,550	2,165	1,800	1,623	1,920
55552	Recycling	319	147	300	164	320
55565	Marina Committee	400	160	800	0	500
55567	Festival/Event Costs	16,510	68,772	25,000	31,258	0
55570	Permits & Fees	220	227	250	110	225
55595	Misc. Other Services	0	0	100	0	100
	Subtotal	\$38,860	\$101,648	\$58,960	\$56,372	\$29,987
Maintenance						
55601	Office Equip Maint/Postage Meter	240	345	300	10	300
55605	Computer Maintenance	0	0	0	0	200
55615	Grounds Maintenance	213	74	250	711	800
55635	Weed Control Services	3,178	3,178	3,200	0	3,200
55640	Building Maintenance	3,840	2,616	2,000	1,235	2,000
55641	Boathouse Maintenance	332	1,425	1,000	5,986	2,000
55647	Dock Maintenance	11,027	15,863	15,000	12,557	17,000
55675	Equipment Rental	0	0	150	0	200
	Subtotal	\$18,831	\$23,501	\$21,900	\$20,498	\$25,700
Vehicles and Other						
55701	Vehicle Maintenance.	36	124	100	0	200
55705	Equipment Maintenance	457	879	450	276	1,000
55710	Gas/Oil/Fluids	367	422	400	242	400
	Subtotal	\$859	\$1,425	\$950	\$518	\$1,600
Non-Operating Expenses						
55910	Bad Debt Exp	0	277	0	506	0
55920	Penalties & Fines	0	0	0	0	0
55930	Bank Fees & Finance Charges	30	101	50	170	200
55950	Miscellaneous Other Exp.	0	20	100	0	100
55971	Depreciation Expense	202,311	203,934	200,000	200,000	202,000
55975	Other Non Operating Expenditures	0	0	0	0	0
	Subtotal	\$202,341	\$204,332	\$200,150	\$200,676	\$202,300
Debt						
55986	Interest on Long-Term Debt	78,385	77,440	76,694	76,694	75,436
55986	Interest payable to TID Fund for Loan	15,587	14,859	14,116	14,116	13,359
	Subtotal	\$93,972	\$92,299	\$90,810	\$90,810	\$88,795
Transfers						
55991	Transfer to General Fund for Marina Fest Sponsorship	0	0	0	0	10,000
55992	PILOT Payment	161,905	128,380	126,356	126,356	126,356
	Subtotal	\$161,905	\$128,380	\$126,356	\$126,356	\$136,356
	Total Expenses	\$641,833	\$713,393	\$676,678	\$705,952	\$721,348
Expense Summary						
	Operating Expenses & Taxes	183,616	288,780	259,362	288,786	293,898
	Depreciation & other Non-Operating Exp	202,341	203,934	200,150	200,000	202,300
	Debt Service	93,972	92,299	90,810	90,810	88,795
	Capital, Other Transfers	161,905	128,380	126,356	126,356	136,356

Village of Sister Bay 2017 Annual Budget

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	2014	2015	2016	2016	2017
Fund 201 / Department 55	Actual	Actual	Budget	Estimate	Budget
Marina Enterprise Fund					
Total	\$641,833	\$713,393	\$676,678	\$705,952	\$721,348
Net Income/(Loss)	(\$81,812)	(\$103,149)	(\$97,503)	(\$76,563)	(\$108,298)
Net Income/(Loss) without Non-Cash	\$26,612	(\$15,128)	\$29,630	\$50,570	\$11,327
Beginning Net Asset Balance	1,854,347	1,778,492	1,679,470	1,675,343	1,649,350
Prior period adjustment					
Ending Net Asset Balance	\$1,772,535	\$1,675,343	\$1,581,967	\$1,649,350	\$1,541,052
<i>Proof to Audit (p. 15)</i>	<i>1,689,453</i>	<i>1,592,257</i>			
Cumulative change in accting prin.	5,957	-4			
Ending Net Asset Balance, restated	1,778,492	1,675,339			
Adjust for Other Sources and Uses of Cash					
Add Depreciation	202,311	203,934	200,000	200,000	202,000
Add back Replacement Funds Used					0
Subtract Capital Expenses	-31,240	-43,789	0	0	0
Subtract Replacement Fund Addition					-75,000
Add: Loans					0
Long-Term Advance from TIF @2%)	-36,397	-37,124	-37,867	-37,867	-38,624
Subtract Debt Principal	-26,250	-35,000	-35,000	-35,000	-43,750
Subtotal	\$171,071	\$160,145	\$127,133	\$127,133	\$44,626
Net Change in Cash Position	\$89,259	\$56,996	\$29,630	\$50,570	-\$63,673
Estimated Net Cash Available					
Beginning of Year	\$269,481	\$296,093	\$280,965	\$280,965	\$331,535
At Year-End	\$358,740	\$280,965	\$310,595	\$331,535	\$267,862
Available Net Assets Balance	\$1,943,606	\$1,835,488	\$1,709,100	\$1,776,483	\$1,585,677
(after loan payments and capital exp, but before depreciation)					
Capital Expense Projections					
	Replacement Year	Estimated Cost			
roof replacement	2019	29,000			
Marina Building	Low Priority	600,000			
A Dock Repairs and Pier Replacement	2018/2019	900,000			
B Dock Repairs	2019	250,000			
D Dock Floating Piers	2019	100,000			
J Dock Floating Piers	2020	150,000			
J Dock Bulkhead	2020	200,000			
Fuel Dock	2017	250,000			
future projects subtotal					