

MARINA COMMITTEE MEETING AGENDA

October 11, 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	<i>Marina Manager – Nicole Krauel</i>			<i>Administrator – Zeke Jackson</i>	

Approval of the Agenda as presented

Approval of minutes as published

Comments and Correspondence

New Business Items

1. Report from the Marina Manager
 - i. Discussion regarding the annual closing of the marina.
2. Discussion regarding Commercial Vendor Contracts and Terms; consider an appropriate motion for action if necessary.
3. Open bid packets and have a discussion regarding the renewal of Commercial Vendor Leases/RFP's; consider an appropriate motion for action if necessary.
4. Review of financial statements
5. 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.
6. Consider a motion to reconvene into Open Session.
7. Consider a motion to take action, if required.
8. Discussion regarding 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 **MARINA COMMITTEE MEETING MINUTES**
2 **TUESDAY, JUNE 27, 2016**
3 **Sister Bay-Liberty Grove Fire Station - 2258 Mill Road**
4 **(APPROVAL PENDING)**

5
6 The June 27, 2016 meeting of the Marina Committee was called to order by Chairperson John
7 Clove at 2:00 P.M.

8
9 **Present:** Chairperson Clove, and members Pat Duffy, Dwight Anderson, Dan Jungwirth and
10 Fuzzy Sunstrom.

11
12 **Staff Members:** Marina Manager Nicole Krauel and Assistant Administrator Janal Suppanz.

13
14 **Excused:** Scott Baker and Village Administrator Zeke Jackson

15
16 **Others:** David Schilling

17
18 **Approval of the agenda:**

19 *A motion was made by Duffy, seconded by Clove that the Agenda for the June 27, 2016 meeting of the*
20 *Marina Committee be approved as presented. Motion carried – All ayes.*

21
22 **Approval of minutes as published:**

23 **As to the minutes for the May 10, 2016 meeting of the Marina Committee:**

24 For some unknown reason Sunstrom, Jungwirth and Anderson did not receive the digital
25 meeting packets which were e-mailed to them, and, therefore, it was the consensus that
26 approval of the minutes for the May 10, 2016 meeting of the Marina Committee should not
27 be addressed at this meeting. The May 10, 2016 meeting minutes will be included in the
28 packets for the next meeting of the Marina Committee.

29
30 **Comments, correspondence and concerns from the public:**

31 Clove asked if anyone wished to comment regarding a non-agenda item. No one responded.

32
33 **Business Items:**

34 **Item No. 4. Marina Manager's report and discussion regarding that report:**

35 The Marina Manager's Report was included in the meeting packets, and the Committee
36 members jointly reviewed that document. During the review process Krauel noted that:

- 37 • She currently has plenty of staff members, and at this time filling shifts is not an issue
38 at all. Three staff members will be leaving for college in mid-August, and then there
39 will only be three full-time and two part-time staff members remaining. It is quite
40 likely that staffing issues will arise in September as Jill Jordan is the only person who
41 will be able to work weekdays.
- 42 • Collin Duffy has been promoted to Dock Master.
- 43 • The mobile pump-out cart is working well and staff members are able to "lug it
44 around" with moderate effort. In an attempt to incentivize promotion of pump-out
45 services staff members are not required to pool any tips they receive when
46 performing pump-outs.
- 47 • The Maintenance Department employees put a lot of time and effort into seeing that
48 all the lights are operational at the Marina, and Krauel noted that she would like to

1 publicly thank them for their efforts. She also requested that the Committee members
2 let the Maintenance Department employees know how much their assistance is
3 appreciated.

- 4 • The damage done by the siege in the beginning of the season gave her the perfect
5 opportunity to create another seasonal slip on “J” Dock. Mike Kahr of Death’s Door
6 Marina has been contracted to do the required work, which should cost
7 approximately \$1,500.00. Hopefully it will all be done by the 4th of July.
- 8 • Staff members are working hard to refresh the Marina’s picnic tables by sanding and
9 repainting them a color which matches the color the Marina Office Building is
10 painted. They are also working on repainting the parking bumpers at the Marina.
- 11 • In order to prevent ice damage, before it freezes work will have to be done on raising
12 “A” Dock.
- 13 • Peninsula Painters has nearly completed all the work on the Boathouse painting
14 project and it looks great!!!!
- 15 • The new software does a good job of keeping reservations in check. Some staff
16 members caught on to the software effortlessly while others still struggle, but they
17 continue to learn.
- 18 • At this time reservations are flooding in and staff members are doing their best to
19 keep up with them. They have already had a “full” weekend at the Marina, and
20 Krauel was able to “squeak in” three boats which were over 60’ in length.
- 21 • Now that all the work is done downtown she has been hearing a lot of favorable
22 comments about the Village and how nice everything looks.
- 23 • A typo. was made on one of the telephone numbers which is displayed in the Marina
24 brochure for 2016. The erroneous phone number has been removed from as many of
25 the brochures as possible.

26
27 Anderson noted that he recently utilized the launch ramp at the Marina, and was surprised
28 to see that even though there were five kids working none of them came out of the office to
29 help him. Anderson, Jungwirth and Sunstrom all indicated that this “is nothing new” at the
30 Marina, and they do not believe it is right. Krauel was asked to instruct all the staff members
31 that in the future they must be more observant and attentive to any customers who utilize
32 the launch ramp.

33
34 **Item No. 1. Consider a motion to convene into executive session pursuant to Wis. Stats.,**
35 **§19.85(1)(e) to deliberate or negotiate the purchase of public properties, the investment of**
36 **public funds, or conduct other specified public business, whenever competitive or**
37 **bargaining reasons require a closed session:**

38 *At 2:11 P.M. a motion was made by Clove, seconded by Duffy that the Marina Committee convene*
39 *into executive session pursuant to Wis. Stats., §19.85(1)(e) to deliberate or negotiate the purchase of*
40 *public properties, the investment of public funds, or conduct other specified public business, whenever*
41 *competitive or bargaining reasons require a closed session. A roll call vote was taken on that motion*
42 *and the Committee members voted in the following fashion:*

43
44 *Anderson – Aye; Clove – Aye; Duffy – Aye; Jungwirth – Aye; Sunstrom – Aye*

45
46 *Motion carried.*

47
48

1
2 **Item No. 2. Consider a motion to reconvene into open session:**

3 *At 3:20 P.M. a motion was made by Clove, seconded by Duffy that the Marina Committee reconvene*
4 *into open session. Another roll call vote was taken and the Committee members again voted in the*
5 *following fashion:*

6
7 *Anderson – Aye; Clove – Aye; Duffy – Aye; Jungwirth – Aye; Sunstrom – Aye*
8

9 *Motion carried.*

10
11 **Item No. 3. Consider a motion to take action, if required:**

12 *A motion was made by Duffy, seconded by Sunstrom that a formal contract shall be entered into*
13 *between the Village of Sister Bay and David Schilling of Sister Bay Scooters, LLC for the operation of*
14 *a scooter rental business at the Sister Bay Marina. That contract shall contain all the following terms,*
15 *and it shall be executed by the appropriate parties ASAP, but before it is actually executed the Village*
16 *Administrator must confirm that Schilling does have sufficient insurance coverage.*

17
18 CONTRACT TERMS:

- 19 • *Schilling’s scooters will primarily be intended for rental to Marina transient guests on a*
20 *trial basis for this season only.*
- 21 • *Schilling must do business at the entrance to “A” Dock at the Sister Bay Marina.*
- 22 • *Schilling will be allowed to designate his hours of operation.*
- 23 • *Schilling must provide proof of acceptable insurance coverage and licensing for all his*
24 *scooters to the employees in the Village Administration Office, and the Village of Sister*
25 *Bay and the Sister Bay Marina shall be named as Liability Insurance Certificate Holders.*
- 26 • *Marina staff members will not be expected to rent scooters out to anyone or answer any*
27 *inquiries about scooter availability.*
- 28 • *Schilling and/or his designee(s) must be at the Marina for check-in and check-out of any*
29 *and all scooters which are rented out.*
- 30 • *In October of 2016 the Marina Committee will meet with Schilling, at which time a*
31 *season-end review will be conducted.*
- 32 • *Schilling must pay 10% of his gross sales for the 2016 season to the Sister Bay Marina by*
33 *October 31, 2016.*
- 34 • *If Schilling wishes to continue to do business at the Marina in 2017 it is possible that he*
35 *may be required to submit an RFP.*
- 36 • *If Schilling wishes to expand his customer base considerably or ever desires to utilize*
37 *Village parklands for his scooter rental business, a formal referral must be made to the*
38 *Parks Committee.*

39
40 *Motion carried – All ayes.*
41

42 **Item No. 5. Consider a motion to discuss matters to be placed on a future agenda or**
43 **referred to a committee, official or employee:**

44 *The Marina Committee will not be meeting during the summer months. If a meeting is necessary a*
45 *special meeting will be scheduled.*
46
47
48

1

2 **Adjournment:**3 *A motion was made by Sunstrom, seconded by Anderson that the June 27, 2016 meeting of the*
4 *Marina Committee be adjourned at 3:41 P.M.*

5

6 Respectfully submitted,



8 Janal Suppanz,

9 Assistant Administrator

1 have tied his boat up.

2
3 Krauel acknowledged that she had received a letter from Bell, but stated that she had asked
4 him to provide an estimate for the damage to his boat. She also asked him to provide
5 pictures of the damage, but still has not received any documentation from him.

6
7 Bell responded that he does not recall that request being made at all, and reiterated that to
8 date neither Krauel or Clove have made any effort to address his damage claim.

9
10 Jackson asked if Bell could provide a copy of the letter he provided to Krauel as well as
11 photos of the damage to his boat to him, and Bell responded that he had given the only copy
12 of his letter to Krauel. He could try to get the photos off his phone. At that point Jackson
13 asked for Bell's telephone number, and informed him that he would do some research
14 regarding this issue and contact him in a day or two.

15
16 **Item No. 2. Discussion on the Marina PILOT; Consider an appropriate motion for action if**
17 **necessary:**

18 Documentation regarding the Marina and Utility PILOTS was included in the meeting
19 packets, and the Committee members jointly reviewed all of it. Clove noted that based upon
20 the audit findings he believes the Marina PILOT for 2017 should be \$56,497.00. In 2016 the
21 Marina PILOT was \$126,356.00.

22
23 *A motion was made by Duffy, seconded by Baker that the members of the Marina Committee have*
24 *reviewed the audit findings for the Village of Sister Bay, and made the determination that in 2015 the*
25 *net asset value for the Sister Bay Marina was \$5,687,426. Based upon that valuation the Committee is*
26 *recommending that the Marina PILOT for 2017 be \$56,497.00. The Committee is also recommending*
27 *that future Marina PILOTS be based upon the net asset value of the Marina as shown in the Village's*
28 *audited financial statements, and when those PILOTS are calculated, that the same metrics which*
29 *come into play when the Water PILOT is calculated be utilized. Motion carried - All ayes.*

30
31 Duffy noted that it is his understanding that there has been some conversation that the
32 Marina Committee wants to eliminate the Marina PILOT in its entirety. He stressed that this
33 definitely is not the case.

34
35 *A motion was made by Baker, seconded by Duffy that the Marina Committee is asking that any and*
36 *all future PILOT calculations be determined equitably across all enterprise funds. Motion carried -*
37 *All ayes.*

38
39 *A motion was made by Duffy, seconded by Anderson that the Marina Committee believes the Marina*
40 *PILOT has been over-calculated in the past, and is not asking for a lump sum payment, but is asking*
41 *that the Finance Committee recommend that the Village consider issuing some type of credit for the*
42 *overcharges which were made during the past six years. One opportunity to achieve this may be*
43 *utilization of "debt leveling" in future years when general debt service obligation payments decline for*
44 *the Village and increase for the Marina, (in about four years). The credits would be used to restore the*
45 *Marina's Capital Improvement Program, and the Marina Committee is recommending that if they are*
46 *calculated the previously mentioned formula be utilized. Motion carried - All ayes.*

1 **Item No. 3. Discussion on general slip rates for 2017 and the 2016 rate study; Consider an**
2 **appropriate motion for action:**

3 At the last meeting discussion took place regarding slip rates, and the suggestion was made
4 that seasonal slip rates increase by 5% this year and increase another 2.5% in each of the
5 following two years. The suggestion was also made that transient fees increase to \$2.00 per
6 foot. The Marina Manager was asked to prepare a rate proposal for 2017, and documentation
7 on which proposed rate changes were delineated had been included in the meeting packets.
8 The Committee members jointly reviewed all of that documentation.

9
10 Eric Lundquist suggested that a progressive rate scale be utilized, as larger boats would pay
11 a higher rate.

12
13 Mark Matson noted that it is his understanding that the Marina is full. From a marketing
14 standpoint it appears that the slip rates are too low and the market could definitely bear an
15 increase.

16
17 *A motion was made by Duffy, seconded by Baker that the Marina Committee is recommending that*
18 *the seasonal slip rates at the Sister Bay Marina for 2017 increase by 5%. The recommendation is also*
19 *made that the seasonal slip rates for 2018 increase by 2.5% and increase by another 2.5% in 2019.*
20 *Motion carried – All ayes.*

21
22 *A motion was made by Baker, seconded by Anderson that the Marina Committee is recommending*
23 *that the transient dockage fee for 2017 increase to \$2.00 per foot. Motion carried – All ayes.*
24

25 The suggestion was also made at the last meeting that commercial vendor lease fees increase
26 by 10% in 2017. If such an increase is approved rates would increase from \$129.00 per foot to
27 \$142.00 per foot. In the past contracts were entered into with commercial vendors for three
28 year periods.

29
30 Clove stated that he does not believe it is appropriate to lock the Village into the same rate
31 structure for commercial vendors for three years, and would like that issue to be addressed
32 when the terms of the new contracts are negotiated.

33
34 *A motion was made by Clove, seconded by Duffy that the Marina Committee is recommending that*
35 *the commercial vendor lease fees at the Marina increase by 10% in 2017. Motion carried – All ayes.*
36

37 **Item No. 4. Discussion regarding renewal of Commercial Vendor Leases/RFP's for**
38 **commercial vendors; Consider an appropriate motion for action if necessary:**

39 Discussion took place regarding renewal of Commercial Vendor Leases at the Marina and
40 the requirement that RFP's must be issued, and it was the consensus that the RFP's shall
41 clearly delineate what the already established commercial vendor slip rental fee will be. It
42 was also the consensus that Clove and Duffy shall meet with Jackson and Krauel to draft the
43 terms of the RFP and see that it is distributed in a timely fashion as vendor advertising
44 deadlines will come into play soon. The deadline for submission of proposals shall be
45 October 11, 2016.

46

1 Jim Robinson noted that in the past contracts for existing commercial vendors were simply
2 extended. Duffy and Jackson responded that that will no longer be possible.

3
4 *A motion was made by Duffy, seconded by Baker that staff is directed to prepare an RFP for*
5 *Commercial Vendor Leases at the Marina and see that the RFP is published and distributed in a*
6 *timely fashion. Motion carried – All ayes.*

7
8 Discussion took place regarding the possibility of imposing late payment fees for commercial
9 vendors in the new contracts, and it was the consensus that those documents shall contain a
10 late payment penalty clause.

11
12 **Item No. 5. Review of the draft 2017 budget for the Sister Bay Marina and discussion**
13 **regarding that document; Consider a motion to recommend approval to the Finance**
14 **Committee:**

15 A draft of the 2017 budget for the Sister Bay Marina was included in the meeting packets,
16 and the Committee members jointly reviewed that document. During the review process
17 Clove noted that in 2016 the budgeted amount for charges made for Administrative staff
18 wages was greatly exceeded. He also stated that he does not believe the proposed allocation
19 for administrative time in the 2017 Marina Budget is fair.

20
21 *It was the consensus that the Marina Budget for 2017 which was reviewed at this meeting shall be*
22 *amended in such fashion that Account Number 55105 – Wages, Admin. is reduced to \$18,945.*

23
24 *A motion was made by Clove, seconded by Anderson that the Marina Committee recommends that the*
25 *Marina Budget for 2017 which was reviewed at this meeting be approved as amended. Motion carried*
26 *– All ayes.*

27
28 *The Marina Committee members requested that in the future see that “Budget To Actual”*
29 *Reports are provided to them on at least a quarterly basis. It was also the consensus that even though*
30 *everyone is very busy during the summer, monthly Marina Committee Meetings should still be*
31 *conducted. If necessary, those meetings could be scheduled for early mornings or evenings.*

32
33 • **Discussion regarding an RFP for engineering services for a fuel dock at the Sister Bay**
34 **Marina:**

35 *A motion was made by Duffy, seconded by Anderson that discussion regarding an RFP for*
36 *engineering services for a fuel dock at the Sister Bay Marina shall be tabled until a future meeting of*
37 *the Marina Committee. Motion carried – All ayes.*

38
39 **Item No. 5. Consider a motion to convene into executive session pursuant to Wis. Stats.,**
40 **§19.85(1)(f) to discuss personnel matters and consider financial, medical, social or personal**
41 **histories or disciplinary data with respect to specific persons, and preliminarily consider**
42 **specific personnel problems or investigation of charges against specific persons, which, if**
43 **discussed in public would be likely to have a substantial adverse effect on the reputation**
44 **of any person mentioned in such histories or data or involved in such problems or**
45 **investigations, and §19.85(1)(e) to deliberate or negotiate the purchase of public**
46 **properties, the investment of public funds, or conduct other specified public business,**
47 **whenever competitive or bargaining reasons require a closed session:**

Minutes of the September 21, 2016 Meeting of the Marina Committee

1 At 4:27 P.M. a motion was made by Clove, seconded by Duffy that the Marina Committee convene
 2 into executive session pursuant to Wis. Stats., §19.85(1)(f) to discuss personnel matters and consider
 3 financial, medical, social or personal histories or disciplinary data with respect to specific persons, and
 4 preliminarily consider specific personnel problems or investigate charges against specific persons,
 5 which, if discussed in public would be likely to have a substantial adverse effect on the reputation of
 6 any person mentioned in such histories or data or involved in such problems or investigations, and
 7 §19.85(1)(e) to deliberate or negotiate the purchase of public properties, the investment of public
 8 funds, or conduct other specified public business, whenever competitive or bargaining reasons require
 9 a closed session.

10
 11 A roll call vote was taken on that motion, and the Committee members voted in the following fashion:

12
 13 Anderson – Aye; Baker – Aye; Clove – Aye; Duffy – Aye; Jungwirth – Aye.

14
 15 Motion carried.

16
 17 **Item No. 5. Consider a motion to reconvene into open session:**

18 At 4:21 P.M. a motion was made by Clove, seconded by Duffy that the Marina Committee reconvene
 19 into open session. Another roll call vote was taken, and the Committee members again voted in the
 20 following fashion:

21
 22 Anderson – Aye; Baker – Aye; Clove – Aye; Duffy – Aye; Jungwirth – Aye.

23
 24 Motion carried.

25
 26 **Item No. 6. Consider a motion to take action, if required:**

27 No formal action was taken.

28
 29 **Item No. 7. Consider a motion to discuss matters to be placed on a future agenda or
 30 referred to a committee, official or employee:**

31 There were no matters to be placed on a future agenda or referred to a committee, official or employee.

32
 33 **Adjournment:**

34 A motion was made by Duffy, seconded by Anderson that the September 21, 2016 meeting of the
 35 Marina Committee be adjourned at 5:28 P.M. Motion carried – All ayes.

36
 37 Respectfully submitted,



39 Janal Suppanz,
 40 Assistant Administrator

September 22, 2016

TO: Zeke Jackson
John Clove
Pat Duffy

RE: Commercial Vendor Contracts

Gentleman,

Since I talked to all three of you concerning renewing this contract months ago I feel these comments should be directed to you. As mentioned to each of you then, in person and via e-mail, the discussion for these contracts should take place in the spring with the acceptance and signing by July as many organizations and tourism booklets such as the Door County Visitors Bureau (DCVB) and others have their membership and advertising deadlines from late July and into September. Spring is when the contracts were discussed in the past so the vendors had time to design, place orders and pay before the membership and advertising deadlines. For example our membership to the DCVB had to be received in July and our advertising contract and our \$2,375.00 ad payment was sent in dated 08/24/2016 and our membership payment of \$400 or \$500 something was sent in a month before. Our 2016 contract and \$500 plus payment with Door County Navigator was due in July and I could go on and on with more and furnish paid receipts.

Each of you indicated that there were no problems verbally and via e-mail, the committee and Village were very happy with the vendors and did not see any problem in proceeding with advertising as usual. That is why yesterday at the marina committee meeting I was totally surprised when informed none of us had a contract and the whole process was to go to RFP's. This is after we have already signed several advertising contracts and spent several thousand dollars promoting Sister Bay for 2017.

We have heard that Eric Lundquist, as far back as a month ago in the Kiosk and on the dock, told people he was bringing the Quo Vadis to Sister Bay next year as he would get the contract through the RFP process? With that fact this whole process is looking quite questionable especially since our signed contract says 2017 on it and questionable is being polite. How did this happen? I suspect you are being given false information and not dealing with facts.

Time has already passed for contracts we have signed and the several thousand already paid out for 2017 advertising. It is far too late into the season to start an RFP process now with no notice. I urge the committee to at least extend the contracts through 2017 as signed. If indeed this RFP process has to be done in the future the meetings for this should take place this coming spring to give all concerned enough time to submit RFP's and get their advertising and memberships in place in plenty of time for the next season.

We are hard working honest people with a dedicated staff and provide a very fine product to the public. We promote the Village throughout our cruises and thank the good people of Sister Bay for their investment in making Sister Bay the finest destination in Door County. We sacrifice quantity and profit to provide an above average quality product and the results can be seen in the compliments and thanks we receive which can be seen in the testimonials, Facebook

comments, Trip Advisor comments and letters we receive including from numerous civic associations and non-profit groups.

Thank you for your time and consideration in this most urgent matter. I hope you can work with us and the other commercial vendors to honor the 2017 contract date and re-look at the RFP and any other new requirements this Spring well in advance of the deadlines we have to live with. We came into Sister Bay in the beginning 10 years ago as the first commercial vendor and have dealt with downturns in the economy, construction, road closures, severe medical issues, building a business from the ground up and every obstacle imaginable and now to have this low hand dealt to us after spending thousands of dollars promoting Sister Bay for 2017 is hard to believe. I hope the committee can look at this honestly and fairly and re-look at this in the Spring when it should be done and everyone has time to properly address this in an open honest forum. As time is of the essence I am available today or any time to discuss this very important issue. Gentlemen, this is a serious situation regarding my future and I need answers now.

Sincerely,

Jim Robinson
Shoreline Scenic Cruises
goboating@shorelinecharters.net
(920) 421-0948

-----Original Message-----

From: Greg Diltz [<mailto:greg@doorcellular.com>]

Sent: Thursday, September 22, 2016 1:36 PM

To: Janal Suppanz

Subject: Village of Sister Bay Contact: Marina Website Info

To:

Webmaster

Name:

Greg Diltz

Email:

greg@doorcellular.com

Phone:

920-854-4800

Subject:

Marina Website Info

Message:

Attn: Zeke Jackson, Marina Cmte.

Who is responsible for the information listed on the marina website?

Viewing under "shopping", I find a dozen, or more vital errors:

businesses gone for 5, or more years, name changes, non-listed businesses. The same is true of "where to eat". People dislike being provided the wrong information. Pamida is no longer...Julie's moved to Ephraim 5 years ago...Gage is gone...Ecology has moved....Cal's was changed several years ago. Sister Bay Café (and, gift shop) is gone...so is Inn at Kristopher's. There are more. Northern Door Communications has not been listed at all. Please bring this to the attention of whoever is responsible for maintaining this site. For as much as I hear about having the "very best marina on the western shore of Green Bay", this is a sad revelation. Thank you, Greg Diltz



Village of Sister Bay

MARINA MANAGER REPORT

Meeting Date 10/11/16
Item No.: 1

Closing Operations

The marina will begin decommission after Fall Fest. We do have a number of transients that would like to stay with us Fall Fest weekend. Tenant's boats are permitted to stay in the slips until October 31st, 2016. Port o Pier has been contacted and will begin pulling docks the first week in November. We have already started taking garbage cans and picnic tables away, but are sure to leave a few for patron use. The uprights on A Dock posed a threat for ice damage over the winter. To rectify the issue, Public Works spent an estimate of 40 man hours cutting the old bolts, raising the wood, and securing the uprights with new bolts. The cost for the new bolts was \$150.00.

Slabas Request

See attached Documentation

Nicole Krauel
Marina Manager

From: Nicole Krauel [<mailto:Nicole.Krauel@sisterbaywi.gov>]
Sent: Wednesday, July 20, 2016 11:32 AM
To: Slabas, Stan
Subject: RE: Slip C71

Good Morning Stan,

After speaking with Public Works and getting a background history on how the marina has handled tenant requests for cleat removals and/or additions, there is a way that we are going to consistently handle this going forward. Because tenants are leasing the slip from the Village and don't have property rights to the infrastructure, any change requests made by tenants will first be reviewed by the marina manager for approval. This step is complete as I have approved the removal of the last cleat on dock C 71. The next step is for me is to inform our Public Works crew or the competent staff of the request, this step has been completed as well. The last step is to inform the tenant requesting of the estimated cost of additions and/or removals to the dock and gain approval from the tenant to make the changes, provided he or she understands they will be billed for the labor and materials.

Please understand the process in which this must be accomplished, you are aware of your one request and I am aware of the other 100 tenants asking for various things to be modified on their docks, such as rollers, fender boards, cleats, etc. Also understand that the marina is a constant hubbub of slip change season to season and these modifications to slips can be overwhelming as tenants move around the marina each year. If equipment is purchased by the tenant such as cleats and rollers, it will remain forever the property of the village as it is attached to our infrastructure. Our policies also state that tenants may not make their own modifications to the docks without marina manager approval.

With all the above explained, please let me know if you have any future questions and I would be happy to answer them for you. If you wish to go forward with the removal of the cleat, attached is the estimate for the request, and I will await your approval.

Nicole Krauel

Sister Bay Marina Manager
Nicole.krauel@sisterbaywi.gov
www.sisterbaymarina.com
Office: 920-854-4457
Cell: 920-421-4458

10733 N. Bay Shore Drive
PO BOX 769
Sister Bay WI 54234

From: Slabas, Stan
Sent: Wednesday, July 20, 2016 3:13 PM
To: 'Nicole Krauel' <Nicole.Krauel@sisterbaywi.gov>
Subject: RE: Slip C71

Hi Nicole:

When I said that it sounded bureaucratic in my previous email, I didn't realize what an understatement that was! When I initially rented the slip, eight years ago, I asked the then marina manager (Steve Mann) about installing a corner bumper on my slip. He told me what kind to order and to have it shipped directly to him. Two weeks later it was installed, no charge. I only paid for the material. I'm sorry that my request, which I made last season, has become such a big deal. Although I don't agree with it, I respect the process, and certainly respect your position. However, I must take issue with, and appeal, the estimate for doing the removal. I think \$50 to take out the cleat is reasonable. But I don't think it is justified to collect a \$100 fee, in advance, to reinstall the cleat after my lease is up, whenever that may be. There are enough cleats on the slip to tie up any boat my size or slightly larger without the extra cleat. So I seriously doubt that the Village will rush out there to reinstall the cleat if I decide to give up the slip. And if I do surrender my slip, and a new boater takes it and requests an additional cleat, I'm quite confident the Village will charge that slip renter whatever it costs to add the cleat. So I respectfully request that you appeal to the powers to be to reduce the charge to \$50.

Thanks and I look forward to hearing back.

Stan Slabas
847 204-7048

IT CZAR LLC

931 Cottage Rd
Ellison Bay, WI 54210

17 Quote

Date	Quote #
7/28/2016	74

Name / Address
Sister Bay Marina Nicole Krauel 10733 N. Bay Shore Drive Sister Bay, WI 54234 USA

Rep	Project
MCS	

Description	Qty	U/M	Total
ePMP2000: Lite, AP Filtering, Sync, FCC	1	ea	372.00T
ePMP 2000: 5GHz Ant, 90/120 Mounting Kit C050900D021A	1	ea	210.00T
ePMP 5 GHz Force 180 Integrated Radio	4	ea	480.00T
Ubiquiti UAP-OUTDOOR+US UniFi AP, 2.4GHz 2x2 MIMO RF US version	4	ea	796.00T
Ubiquiti UC-CK UniFi Controller Cloud Key	1	ea	90.00T
Miscellaneous	1		200.00T
CABLE DROP	5	ea	500.00
NETWORKING TIME & LABOR	12	hr	900.00
SHIPPING AND HANDLING			150.00
Sales Tax			118.14
Total			\$3,816.14

IT CZAR LLC

931 Cottage Rd
Ellison Bay, WI 54210

18 Quote

Date	Quote #
7/28/2016	75

Name / Address
Sister Bay Marina Nicole Krauel 10733 N. Bay Shore Drive Sister Bay, WI 54234 USA

Rep	Project
MCS	

Description	Qty	U/M	Total
ePMP2000: Lite, AP Filtering, Sync, FCC	1	ea	372.00T
ePMP 2000: 5GHz Ant, 90/120 Mounting Kit C050900D021A	1	ea	210.00T
ePMP 5 GHz Force 180 Integrated Radio	2	ea	200.00T
Ubiquiti UAP-OUTDOOR+US UniFi AP, 2.4GHz 2x2 MIMO RF US version	3	ea	597.00T
RF Elements SEC-CC-2-14 CARRIER CLASS 2.4GHz 2x14dB (2x2) H+V	3	ea	405.00T
Universal Mounts	1		40.00T
Ubiquiti UC-CK UniFi Controller Cloud Key	1	ea	90.00T
Miscellaneous			200.00T
CABLE DROP	1	ea	100.00
NETWORKING TIME & LABOR	8	hr	600.00
SHIPPING AND HANDLING			185.00
Sales Tax			116.27
Total			\$3,115.27



VILLAGE OF SISTER BAY MARINA COMMITTEE

Meeting Date: 10/11/16
Item No. 2

Recommendation 1: Terms & Duration

The total Duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years. This contract shall commence as of the commencement date and shall be valid until the year end of 2019. The Village of Sister Bay will reserve the right to extend this contract for two additional years by written mutual agreement.

Fiscal Impact: Over the next three years: **\$92,676.58**

Recommendation 2: Terms of Payment

Vendor shall pay for space furnished by the Village of Sister Bay in accordance with the charges of the contract within 30 days of the date of invoice. The Village of Sister Bay will provide the vendor with two payment options. Option 1 – Vendor will pay in full on or before May 1st of the season year with incentive of a 2 percent discount. Option 2 – Vendor must pay first half of invoice on or before May 1st of the season year and the remainder of the invoice be paid on or before August 1st of the season year. Interest will be charged on all accounts not paid when due at a rate of one percent per month, or, if less, the maximum rate allowed by law. In the event the Vendor fails to pay all amounts which become due under the contract and the Village of Sister Bay refers such matter to an attorney or collection agency, Vendor agrees to pay, in addition to the amounts due, any and all cost incurred by the Village as a result of such action, including attorney fees.

Fiscal Impact: Over the next three years: **\$Unknown**

Respectfully Submitted,

Nicole Krauel
Sister Bay Marina Manager



**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 ownership): 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#
8	2008	Sea Doo GTI 130(chaseboat)	PWC	10'	YDV07298C808
13	2010	Sweetwater 2286	Pontoon	22'	GDY3033TE010
14	2010	Sweetwater 2286	Pontoon	22'	GDY3040TE010
15	2006	Four Winns 203	Runabout	20'	GFNMG0371506
16	2000	Cobalt 226	Runabout	22'	FGEE62068G900
17	2011	Sweetwater 2086	Pontoon	20'	GDY2769TC111
18	2011	Sweetwater 2486	Pontoon	25'	GDY2777TC111
19	2004	Cobalt 246	Runabout	24'	FGEE64013F304
20	2012	Sweetwater SW2086BF3	Pontoon	20'	GDY2964TC212
21	2012	Sweetwater 2486	Pontoon	25'	GDY2968TC212
22	2008	Four Winns 210 w/trl	Runabout	21'	GFNMMW184J708
23	2011	Sea Doo GTI 130	PWC	11'4"	YDV30924F111
24	2011	Sea Doo GTI 130	PWC	11'4"	YDV20946C111
25	2013	Sea Doo GTI 130	PWC	11'4"	YDV35534D313
26	2013	Sea Doo GTI 130	PWC	10'	YDV35531D313
27	2013	Sea Doo GTI 130	PWC	10'	YDV30724C313
28	2013	Sea Doo GTI 130	PWC	10'	YDV35579D313
30	2013	Sweetwater SW2486C3	Tritoon	24'3"	GDY16358E313
31	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.

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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.

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32 at all times except as modified by this Agreement.

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34 the Village to be received no later than December 1 of each calendar year during this Lease, a report
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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.

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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 Commercial Vendor Signer Contact:
CONNIE CARLSON

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



1
2
3

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: 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
32 Name: h:\files\active\marina\2013\marina commercial vendor lease 2014-2016 v2.docx Created: 6/14/2013 12:14 PM Printed:
33 9/3/2013 11:15 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
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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

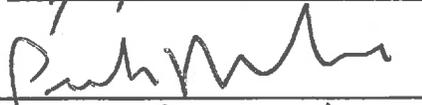
- 1 calendar years, but the Lease for the Boat(s) at the Marina is only for so much of each such calendar
2 year that the Marina is open for boating, i.e., the Boat(s) must be removed from the Marina for the
3 winter off season as established by the Marina Manager.
- 4 4. Extension of Term. At least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

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

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

2 _____

3 _____

4

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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
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 9/9/2013 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
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: 9/9/2013
16 3:01 PM Author: Robert Kufirin Last Saved By: Robert Kufirin Revision: 6

17



Sister Bay Marina

RFP for Commercial Vendor Services Evaluation Form

Rating Factor	Respondant Names				
	Weight	1 _____	2 _____	3 _____	4 _____
Novelty of Business	0.25	Score	Score	Score	Score
Prior Experience (history, references)	0.05				
Quality of Equipment (age,maintenance)	0.2				
Marketing Content (Social Media, page views, dollars spent)	0.1				
Sister Bay Property Owner	0.1				
Existing Operator	0.1				
Duration of Operation (how long is the Vendor open in the season/day)	0.1				
Quality of Service (Customer Experience)	0.1				
SUM=					

Scores of 0-5 should be given in each rating category. The score will be multiplied by the weighting factor. A sum will be calculated of weighted rating factor scores, providing a ranking for respondents

0- item not present

1-Item substantially absent, or low in value.

2 - Item partially present or low in value

3- Item partially present or moderate in value

4 - Item substantially present or of substantial value

5 - Item fully present and of the most value imaginable



**REQUEST FOR PROPOSAL
MARINA COMMERCIAL VENDORS**

SUBMISSION DEADLINE: OCTOBER 11, 2016 AT 2:00pm, submitted to the Administrative Offices of the Village of Sister Bay, 2383 Maple Dr. Sister Bay WI, 54234.

All questions concerning this solicitation should be directed to Zeke Jackson, Village Administrator at zeke.jackson@sisterbaywi.gov no later than October 10, 2016 at Noon.

Introduction

The Village of Sister Bay is soliciting proposals for commercial vendor services at the Sister Bay Marina. The Marina leases dockage for commercial vessels, as well as provides kiosk space to commercial tenants in order to provide casual visitor access to the water to the non-boat owning public.

Examples of Commercial Vendor services could include: Dinner Cruises, Sight Seeing Tours, Boat/Jetski rental, Parasailing, Jetpack/Jetboard rental, Scuba Diving, Glass Bottom Boat tours, or other novel water experiences designed to facilitate casual use of or experience on the waters of Green Bay.

I. Instruction to Bidders

- All respondents must submit contact information including: Business Name, Contact Person, Corporate Ownership, Address, Phone Number, Email, website.
- All costs associated with submission of this RFP are the sole responsibility of the respondent.
- It is assumed that multiple awards of space will be granted. The Village reserves the right to add commercial slips, or to take slips away from the total number available in FY 2016.
- All submissions are considered public record, and as such, may be searched or requested by members of the public.
- The Village of Sister Bay offers no guarantee of financial success to the respondents, and respondents should use their own business acumen to determine if they are endeavoring in a financially viable enterprise. The Village will not provide additional accommodations, waiver of regulations, or marketing support.
- This is a Request for Proposals, not an invitation to BID: Responses will be evaluated on the basis of the relative merits of the proposal.

II. Submission Materials

The following should be incorporated into each submission:

1. **General Information.** Business Name, Contact Person, Corporate Ownership, Address, Phone Number, Email, website, insurance information (if you are awarded, you will be required to name the Village as an additional insured). Please include a narrative introducing the company, its history of operation, captains/relevant staff, total number employed, average wage rates paid to employees, capacity to service the public, and projected number of customers to be served each month of operation for the 3 year length of the contract (plus auto renewals).
2. **Novelty.** A narrative explaining how your business proposal is new to Sister Bay. This component is measured on a proposed concept being new to Sister Bay. Respondants should communicate how the new business or service CONCEPT to the Sister Bay Marina is a unique experience not currently offered. If you do not offer a new AND unique experience, please write N/A.
3. **Prior Experience.** A narrative explaining prior experience with Marina Commercial services, and/or other similar business activities which would demonstrate proficiency with operating a marina commercial service business.
4. **Quality of Equipment.** A narrative and photographs demonstrating quality of equipment.
 - Information regarding slip requirements should be included in this section, including length, birth, draft, and any other considerations in the physical placement of your vessel/vessels that we should be aware of.
 - Vessel capacity, as well as the means by which your service can load, travel, unload, clean, and be ready for a subsequent loading should be provided (total available seats/day)
5. **Marketing Commitment.** A narrative, graphs, and objective data demonstrating a commitment to marketing of the Marina Commercial Vending operation. Please include the following information:
 - Your proposed 2017 marketing plan, including your marketing budget.
 - Samples of rack cards, print ads, radio spots, or web based advertising materials.
 - Social Media marketing campaign, demonstrated by page likes, shares, and page views. This should be included if you are an existing business operator in Sister Bay or elsewhere.
 - Online booking is encouraged.
6. **Sister Bay Property Owner.** A record showing ownership in YOUR NAME of real property in the incorporated limits of the Village of Sister Bay.
7. **Existing Operator.** A verifiable statement that you were a Commercial Vendor with the Marina during the 2016 season.
8. **Duration of Operation.** A schedule showing Seasonality, days of the week, and hours of operation. You will be expected to operate under all of these hours unless inclement weather is shown to have occurred prohibiting operation during these hours (as confirmed by the national weather service).
9. **Quality of Service.** A narrative demonstrating the quality of the customer experience. Please provide the following as evidence of the quality of service that your operation will deliver:
 - A narrative on the customer experience. Describe wait times, booking practices, availability of seats/equipment, and a summary of “what happens” when the customer is aboard. Where do you go? What do you do? How long do you do it? should all be answered.

- Yelp Reviews, Facebook Comments, Satisfaction Surveys or other customer feedback would be indicative of the objective material sought. Please provide at least 10 customer reviews.
- Please provide pricing information, any seasonal rate adjustments, marketing discounts, and other financial information which the selection committee may use to determine if the operation provides “value” to the Marina.
- Please provide information regarding competence of staff, training you provide to them (such as the Door County Tourism Ambassador Certification), and levels of licensing, certification, or education they hold.

III. Contract Period

Successful respondents will be offered an award of a **3 year contract, with an automatic 2 year renewal.**

IV. Rates:

Rates for Commercial Leases will be reviewed on an annual basis by the Marina Committee, and any adjustments will be confirmed by the Village Board. Rates are subject to change. Any increases in rates will not be grounds for termination of a contract to provide Commercial Marina Vendor.

V. Evaluation and Selection

The Village has established a proposal evaluation instrument which measures objective criteria on a weighted basis on a scale of 0-5 for each rating category. Each Committee member will be an evaluator, and an average will be calculated based on the scores assigned by the Committee members. The Average score will be evaluated against the average scores from other submissions to determine whom to award a contract.

Competition: The Committee may assign similar operators contracts. Subjective ideas such as “sail tour operator” may not be the same idea categories that the Committee chooses to assign during this award period. We may also choose to award contracts to more than one operator of a particular type of vessel, if that vessel is or is not used in a different manner. An example would be a motor tour operator and a dive tour operator. Both use a motor vessel, but conduct their tours in slightly different ways. Motor operators that use different draws may be another example, such as a “dancing cruise” versus a “sightseeing cruise”.

Selection Criteria

The following are the criteria used as rating categories:

1. Novelty of Business: 25%
2. Prior Experience: 5%
3. Quality of Equipment: 20%
4. Marketing Content: 10%
5. Sister Bay Property Owner: 10%
6. Existing Operator: 10%
7. Duration of Operation: 10%
8. Quality of Service: 10%

Each of the preceding will be evaluated according to the attached rubric.

Upon final selection, all respondents will be notified by the Village, via mail.

The Village reserves the right to accept or reject any or all responses, to award on the basis of merit alone, and to act in its best interests and the interests of the public.

If at any point in the review process, any proposal found to be substantially non-responsive will be dropped from further consideration.

The Village, at its sole election, may require presentations by respondents clearly in consideration for award. Other submissions, certifications, or affirmations may be required, as appropriate.

The Village reserves the right to make an award, or multiple awards to the same party, or to reject any or all proposals based on what it considers to be its best interests.

VILLAGE OF SISTER BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

MARINA FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET	
<u>PUBLIC CHARGES</u>						
201-46741-00-0000	MARINA FEST	25,068.89	25,268.89	17,500.00	7,768.89	144.39
201-46751-00-0000	SEASONAL SLIP FEES	(189.57)	352,551.40	345,000.00	7,551.40	102.19
201-46752-00-0000	DAILY DOCKING/TRANSIENT FEES	14,622.13	125,397.36	112,000.00	13,397.36	111.96
201-46753-00-0000	LAUNCH FEES	1,349.59	13,119.89	12,000.00	1,119.89	109.33
201-46755-00-0000	MARINA SERVICES	270.18	1,450.44	200.00	1,250.44	725.22
201-46759-00-0000	DISCOUNTED SALES	.00	.00	(7,500.00)	7,500.00	.00
201-46761-00-0000	COMMERCIAL DOCKING	.00	34,515.35	76,730.00	(42,214.65)	44.98
201-46764-00-0000	PRODUCT SALES	373.80	3,178.20	2,200.00	978.20	144.46
201-46767-00-0000	VENDING SALES	.00	72.41	350.00	(277.59)	20.69
201-46768-00-0000	WASHER/DRYER	193.36	593.35	300.00	293.35	197.78
201-46900-00-0000	MISC CHARGES FOR SERVICES	.00	.00	25.00	(25.00)	.00
	TOTAL PUBLIC CHARGES	41,688.38	556,147.29	558,805.00	(2,657.71)	99.52
<u>MISCELLANEOUS REVENUES</u>						
201-48110-00-0000	INTEREST ON INVESTMENTS	.00	535.98	670.00	(134.02)	80.00
201-48260-00-0000	BLDG RENTAL - BOATHOUSE	.00	13,900.00	19,500.00	(5,600.00)	71.28
201-48500-00-0000	DONATIONS	(18,477.00)	220.00	.00	220.00	.00
201-48990-00-0000	MISC OTHER REVENUE	(18.13)	114.09	200.00	(85.91)	57.05
	TOTAL MISCELLANEOUS REVENUES	(18,495.13)	14,770.07	20,370.00	(5,599.93)	72.51
	TOTAL FUND REVENUE	23,193.25	570,917.36	579,175.00	(8,257.64)	98.57

VILLAGE OF SISTER BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

MARINA FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>MARINA EXP</u>					
201-55101-00-0000	WAGES, MANAGER	2,461.54	27,740.37	40,000.00	12,259.63 69.35
201-55101-32-0000	MANAGER, MARINA FEST	615.39	615.39	.00 (615.39)	.00
201-55105-00-0000	WAGES, ADMIN	3,046.75	24,776.01	10,159.00 (14,617.01)	243.88
201-55105-04-0000	MAINTENANCE, PARKS	347.17	9,966.57	8,498.00 (1,468.57)	117.28
201-55105-08-0000	DOCKMASTERS, PART-TIME	3,743.63	36,328.83	39,466.00	3,137.17 92.05
201-55105-32-0000	WAGES, MARINA FEST	3,350.77	3,428.88	.00 (3,428.88)	.00
201-55110-00-0000	OVERTIME, MANAGER	.00	.00	223.00	223.00 .00
201-55110-08-0000	OVERTIME, DOCKMASTERS	31.50	1,759.44	.00 (1,759.44)	.00
201-55110-32-0000	OVERTIME, MARINA FEST	233.25	233.25	.00 (233.25)	.00
201-55111-00-0000	BONUSES, DOCKMASTERS	600.00	1,976.51	5,807.00	3,830.49 34.04
201-55112-00-0000	UNWORKED WAGES	.00	875.00	.00 (875.00)	.00
201-55115-00-0000	RETIREMENT	560.03	4,337.38	3,871.00 (466.38)	112.05
201-55120-00-0000	SOCIAL SECURITY	1,090.81	8,041.06	7,968.00 (73.06)	100.92
201-55125-00-0000	INSURANCE, MEDICAL	893.92	7,484.30	9,281.00	1,796.70 80.64
201-55127-00-0000	HSA EXPENSE MARINA	396.78	3,844.17	.00 (3,844.17)	.00
201-55130-00-0000	INSURANCE, DENTAL	93.40	854.04	725.00 (129.04)	117.80
201-55135-00-0000	INSURANCE, DISABILITY	44.27	442.20	480.00	37.80 92.12
201-55140-00-0000	INSURANCE, GROUP LIFE	12.74	102.09	48.00 (54.09)	212.69
201-55145-00-0000	INSURANCE, WORK COMP	2,724.85	5,433.61	6,659.00	1,225.39 81.60
201-55150-00-0000	UNEMPLOYMENT COSTS	.00	904.59	.00 (904.59)	.00
201-55190-00-0000	BENEFIT FEES AND PENALTIES	.00	17.86	.00 (17.86)	.00
	PERSONNEL	20,246.80	139,161.55	133,185.00 (5,976.55)	104.49
201-55201-00-0000	TRAVEL/TRAINING	.00	1,039.15	500.00 (539.15)	207.83
201-55205-00-0000	RECRUIT/TESTING/PHYSICALS	.00	132.00	200.00	68.00 66.00
201-55210-00-0000	EXPENSE ALLOWANCE	.00	.00	200.00	200.00 .00
201-55215-00-0000	UNIFORMS & CLOTHING	.00	935.05	900.00 (35.05)	103.89
	INDIRECT EMPLOYEE	.00	2,106.20	1,800.00 (306.20)	117.01
201-55340-00-0000	MARINA UTILITIES	1,164.48	13,147.39	24,000.00	10,852.61 54.78
201-55341-00-0000	BOATHOUSE UTILITIES	25.00	634.81	1,350.00	715.19 47.02
201-55360-00-0000	TELEPHONE	70.03	552.81	750.00	197.19 43.71
201-55365-00-0000	CELL PHONES	38.29	527.97	900.00	372.03 58.66
201-55370-00-0000	INTERNET	145.00	1,160.00	2,000.00	840.00 58.00
201-55375-00-0000	CHARTER TV	.00	207.40	567.00	359.60 36.58
	UTILITY COSTS	1,442.80	16,230.38	29,567.00	13,336.62 54.89

VILLAGE OF SISTER BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

MARINA FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
201-55401-00-0000 OFFICE SUPPLIES	81.02	682.63	400.00	(282.63)	170.66
201-55405-00-0000 COMPUTER HARDWARE/SOFTWARE	.00	146.98	5,000.00	4,853.02	2.94
201-55410-00-0000 PRINTING AND COPYING	52.04	431.29	500.00	68.71	86.26
201-55415-00-0000 POSTAGE	.00	70.95	500.00	429.05	14.19
201-55420-00-0000 DUES & PUBLICATIONS	.00	.00	300.00	300.00	.00
201-55430-00-0000 CUSTODIAL SUPPLIES	357.67	1,881.72	2,500.00	618.28	75.27
201-55434-00-0000 SUPPLIES FOR RESALE	458.10	1,282.30	1,500.00	217.70	85.49
201-55440-00-0000 MEDICAL & SAFETY	.00	277.47	100.00	(177.47)	277.47
201-55460-00-0000 MINOR EQUIPMENT	71.47	1,982.37	500.00	(1,482.37)	396.47
201-55465-00-0000 SERVICE EQUIPMENT	.00	159.00	200.00	41.00	79.50
201-55470-00-0000 RECREATION EQUIP/SUPPLIES	.00	.00	500.00	500.00	.00
201-55475-00-0000 BICYCLES	.00	.00	50.00	50.00	.00
201-55490-00-0000 AMENITIES	225.59	432.09	750.00	317.91	57.61
201-55495-00-0000 MISCELLANEOUS SUPPLIES	.00	931.15	200.00	(731.15)	465.57
SUPPLIES	1,245.89	8,277.95	13,000.00	4,722.05	63.68
201-55501-00-0000 AUDIT	.00	3,390.83	3,210.00	(180.83)	105.63
201-55502-00-0000 ACCOUNTING SUPPORT	.00	185.60	1,900.00	1,714.40	9.77
201-55503-00-0000 CREDIT CARD FEES	.00	5,334.24	7,800.00	2,465.76	68.39
201-55504-00-0000 INFORMATION TECHNOLOGY	.00	1,776.15	600.00	(1,176.15)	296.03
201-55510-00-0000 CONSULTING	20.00	1,163.50	350.00	(813.50)	332.43
201-55515-00-0000 LEGAL SERVICES	265.00	265.00	500.00	235.00	53.00
201-55525-00-0000 PROPERTY/LIABILITY INSURANCE	847.49	2,726.52	7,750.00	5,023.48	35.18
201-55530-00-0000 LEGAL NOTICES	.00	.00	100.00	100.00	.00
201-55532-00-0000 MARKETING/PUBLICITY	.00	1,053.40	8,000.00	6,946.60	13.17
201-55535-00-0000 WEBSITE SUPPORT	.00	95.40	500.00	404.60	19.08
201-55551-00-0000 GARBAGE PICKUP	341.55	1,448.48	1,800.00	351.52	80.47
201-55552-00-0000 RECYCLING	40.90	163.60	300.00	136.40	54.53
201-55565-00-0000 MARINA COMMITTEE	.00	.00	800.00	800.00	.00
201-55567-00-0000 FESTIVAL/EVENT COSTS	13,335.46	15,488.50	25,000.00	9,511.50	61.95
201-55570-00-0000 PERMITS & FEES	.00	110.00	250.00	140.00	44.00
201-55595-00-0000 MISC SERVICES	.00	.00	100.00	100.00	.00
SERVICES	14,850.40	33,201.22	58,960.00	25,758.78	56.31
201-55601-00-0000 OFFICE EQUIPMENT	1.52	7.91	300.00	292.09	2.64
201-55615-00-0000 GROUNDS MAINTENANCE	20.36	875.05	250.00	(625.05)	350.02
201-55635-00-0000 WEED CONTROL SERVICES	.00	.00	3,200.00	3,200.00	.00
201-55640-00-0000 BUILDING MAINTENANCE	194.22	605.82	2,000.00	1,394.18	30.29
201-55641-00-0000 BOATHOUSE MAINTENANCE	.00	5,986.02	1,000.00	(4,986.02)	598.60
201-55647-00-0000 DOCK MAINTENANCE	429.79	8,174.78	15,000.00	6,825.22	54.50
201-55675-00-0000 EQUIPMENT RENTAL	.00	.00	150.00	150.00	.00
MAINTENANCE	645.89	15,649.58	21,900.00	6,250.42	71.46

VILLAGE OF SISTER BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 9 MONTHS ENDING SEPTEMBER 30, 2016

MARINA FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
201-55701-00-0000 VEHICLE MAINTENANCE	.00	.00	100.00	100.00	.00
201-55705-00-0000 EQUIPMENT MAINTENANCE	.00	151.03	450.00	298.97	33.56
201-55710-00-0000 GAS/OIL/FLUIDS	48.43	190.80	400.00	209.20	47.70
VEHICLES AND EQUIPMENT	<u>48.43</u>	<u>341.83</u>	<u>950.00</u>	<u>608.17</u>	<u>35.98</u>
201-55930-00-0000 BANK FEES & FINANCE CHARGES	.00	125.03	50.00	(75.03)	250.06
201-55950-00-0000 MISC OTHER EXP	.00	.00	100.00	100.00	.00
201-55971-00-0000 DEPRECIATION EXPENSE	16,666.67	150,000.03	200,000.00	49,999.97	75.00
201-55986-00-0000 INTEREST ON LONG-TERM DEBT	.00	52,736.57	90,810.00	38,073.43	58.07
201-55992-00-0000 MARINA PILOT TRANSFER	10,529.67	94,767.03	126,356.00	31,588.97	75.00
MISCELLANEOUS	<u>27,196.34</u>	<u>297,628.66</u>	<u>417,316.00</u>	<u>119,687.34</u>	<u>71.32</u>
TOTAL MARINA EXP	<u>65,676.55</u>	<u>512,597.37</u>	<u>676,678.00</u>	<u>164,080.63</u>	<u>75.75</u>
TOTAL FUND EXPENDITURES	<u>65,676.55</u>	<u>512,597.37</u>	<u>676,678.00</u>	<u>164,080.63</u>	<u>75.75</u>
NET REVENUES OVER EXPENDITURES	<u>(42,483.30)</u>	<u>58,319.99</u>	<u>(97,503.00)</u>	<u>(172,338.27)</u>	<u>59.81</u>