



## MARINA COMMITTEE MEETING AGENDA

November 9, 2016 at 3:00 p.m.

Sister Bay Fire Station - 2258 Mill Road

**For additional information check:** [www.sisterbaywi.gov](http://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>	
	<i>Enterprise Clerk – Anastasia Bell</i>				

**Approval of the Agenda as presented**

**Approval of minutes as published**

**Comments and Correspondence**

**New Business Items**

1. Consider a motion to approve the following Commercial Vendor Contracts.
  - a. Sister Bay Boat Rentals – Eric Lundquist
  - b. Sister Bay Scenic Boat Tours – Eric Lundquist
  - c. Beacon Marine – Mark Matson
  - d. Sail Door County – Peder Nelson
2. Discussion regarding parking and slip assignments for Commercial Vendors; consider an appropriate motion if relevant.
3. Review of financial statements.
  - a. Discussion regarding the Financials from Marina Fest.
4. Report from the Marina Manager
5. 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](mailto: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   **THURSDAY, OCTOBER 20, 2016**  
3                                   **Sister Bay-Liberty Grove Fire Station – 2258 Mill Road**  
4   **(APPROVAL PENDING)**

5  
6 The October 20, 2016 meeting of the Marina Committee was called to order by Chairperson  
7 John Clove at 11:02 A.M.

8  
9 **Present:** Chairperson John Clove, and Committee members Scott Baker, Pat Duffy, Dwight  
10 Anderson and Greg Sunstrom

11  
12 **Excused:** Dan Jungwirth

13  
14 **Staff Members:** Village Administrator Zeke Jackson, Finance Director Tasha Rass, Marina  
15 Manager Nicole Krauel and Enterprise Clerk Anastasia Bell.

16  
17 **Others:** Cory Diltz, Eric Lundquist, Mark Matson, and Jim Robinson

18  
19 **Approval of the agenda:**

20 *A motion was made by Baker, seconded by Sunstrom that the Agenda for the October 20, 2016*  
21 *meeting of the Marina Committee be approved as presented. Motion carried – All Ayes.*

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

24 **As to the minutes for the June 27, 2016 meeting of the Marina Committee:**

25 *A motion was made by Anderson, seconded by Sunstrom that the minutes for the June 27, 2016*  
26 *meeting of the Marina Committee be approved as presented. Motion carried – All Ayes.*

27  
28 **As to the minutes for the October 11, 2016 meeting of the Marina Committee:**

29 *A motion was made by Sunstrom, seconded by Baker that the minutes for the October 11, 2016*  
30 *meeting of the Marina Committee be approved as presented. Motion carried – All Ayes.*

31  
32 **Comments, correspondence and concerns from the public:**

33 Clove asked if anyone wished to comment regarding a non-agenda item.

34  
35 Jim Robinson stated that he would like to withdraw the RFP he had submitted for Shoreline  
36 Scenic Tours and Charters, and thanked the members of the Marina Committee for doing  
37 business with him for 10 years. He then left the meeting.

38  
39 **Business Items:**

40 **Item No. 2. Review of RFPs and recommend approval to the Village Board/Plan**  
41 **Commission for consideration of commercial vendor parking requirements. Consider an**  
42 **appropriate motion for action if necessary:**

43 Clove noted that it is possible that parking and foot traffic issues could arise at the Marina if  
44 all the proposals which have been submitted are accepted. He suggested that the Committee  
45 members be prepared to discuss those issues during the RFP review process.

46  
47 Discussion then turned to possible placement for all the vessels which were the subject of the  
48 remaining proposals, and Krauel noted that any forced changes in seasonal tenant slip

1 assignments could result in tenants becoming upset or leaving the Marina. Eric Lundquist  
2 informed her that if Sister Bay Scenic Boat Tours' proposal is accepted he would need a slip  
3 which can accommodate a 64' boat with a starboard stern tie. Slip 103 would meet his needs.  
4

5 Clove confirmed that Lundquist would like to bring in an additional vessel and do business  
6 as Sister Bay Scenic Boat Tours, and asked the Committee members what size boat and  
7 related foot traffic they believe the Marina could accommodate. Duffy responded that this is  
8 difficult to assess at this time. Lundquist commented that although the new boat has a large  
9 capacity, he would expect customer counts to resemble those which he experiences in Fish  
10 Creek. (He currently averages 43 passengers per trip in Fish Creek.) He also is willing to  
11 negotiate a daily capacity limit as long as a specified number of "over capacity" days are  
12 designated for special trips or occasions. Clove commented that such an agreement would  
13 have to be re-evaluated in one year.  
14

15 Lengthy discussion took place regarding the parking needs for the Commercial Vendors'  
16 customers and employees, and Clove stated that he believes it would behoove the Marina  
17 Committee to address parking at the committee level instead of taking that issue to the  
18 Village Board and/or Plan Commission. Jackson responded that such actions may present  
19 issues since the Commercial Vendors are technically doing business on parkland and are  
20 there by virtue of a Conditional Use Permit. Jackson cautioned that the Village and any of its  
21 operations are not immune from local zoning. Any change in intensity of use should be  
22 reviewed by the Plan Commission, and before any contracts are actually executed a  
23 recommendation should be made to the Village Board. Jackson pointed out that given how  
24 strongly some of the Marina Committee members appear to feel about determining parking  
25 needs at the Committee level, he "feels like the wicked step-child" who is caught between  
26 two parents. He believes he has performed his required duties by advising the Committee of  
27 his opinions, but ultimately this is a political decision. There are three Trustees sitting on the  
28 Marina Committee, and it would ultimately be the responsibility of those Trustees to impress  
29 upon the other members of the Board how important it is for the Marina Committee to make  
30 a self-determination. Duffy commented that the best solution at this time might be to create a  
31 "Commercial Vendor" parking area in the back portion of the Short-Term Marina Parking  
32 Lot. This alternative would only require a walk-through to determine the number of  
33 available spaces and re-painting in the spring. Clove suggested that a "Commercial Vendor  
34 Parking" sign be created, and Jackson noted that the Highway Department could be asked to  
35 stripe the lot when they are painting streets throughout the Village in spring. The  
36 Committee would then have to designate "per space" fees. Cory Diltz asked if signs could be  
37 erected on Mill road which direct people to the parking area due to traffic patterns, and  
38 Jackson responded that off-site signage which is not part of the Village's way-finding signage  
39 system is not compliant with the Village's Sign Code. It was the consensus that Duffy's  
40 suggestion would be a great first step to address the parking issue, as long as there is an  
41 applicable provision included in each vendor's contract.  
42

43 Clove asked that each of the Committee members express their opinions about traffic,  
44 aesthetics and the overall impact Sister Bay Scenic Boat Tour's proposal would have on the  
45 Village, and the Committee members responded in the following fashion:  
46

- 47 • Anderson stated that he was worried about parking, but with Robinson "backing out"  
48 and the numbers which are being proposed by Lundquist, he believes Sister Bay

1 Scenic Boat Tours is offering something which is needed here.

- 2 • Sunstrom stated that he likes the idea that Lundquist is willing to compromise  
3 regarding boat capacity and negotiate the number of days on which he will be  
4 allowed to exceed that limit, since we already have a parking problem. He also  
5 believes it will help if Slips 103 or 104, which are inside, are utilized.
- 6 • Duffy stated that he would like to accept Sister Bay Scenic Boat Tour's proposal, and  
7 Baker concurred.
- 8 • Clove stated that he also is in favor of accepting Sister Bay Scenic Boat Tour's  
9 proposal.

10  
11 *A motion was made by Clove, seconded by Baker that the Marina Committee awards a Commercial*  
12 *Vendor Contract to Sister Bay Boat Rentals in accord with the proposal which was reviewed at this*  
13 *meeting. Motion carried - All Ayes.*

14  
15 *A motion was made by Clove, seconded by Anderson that the Marina Committee awards a*  
16 *Commercial Vendor Contract to Sail Door County in accord with the proposal which was reviewed at*  
17 *this meeting. Motion carried - All Ayes.*

18  
19 *A motion was made by Sunstrom, seconded by Duffy that the Marina Committee awards a*  
20 *Commercial Vendor Contract to Sister Bay Scenic Boat Tours in accord with the proposal which was*  
21 *reviewed at this meeting on the condition that a review of traffic flow for that business shall be*  
22 *conducted in one-year. A provision shall be added to the contract with Sister Bay Scenic Boat Tours*  
23 *that there will be an 80-person trip limit per day, but that limit may be exceeded for 16 days out of the*  
24 *year. Motion carried - All Ayes*

25  
26 Krauel noted that to date Beacon Marine has not paid their 2016 commercial vendor fees,  
27 and, therefore, she would be uncomfortable with awarding a new Commercial Vendor  
28 Contract to that company. Jackson responded that Mark Matson has been in contact with  
29 him and is attempting to satisfy the obligation. Anderson commented that the person who is  
30 in charge of financials for Beacon has been out of town for a significant amount of time and  
31 will be back in the office on Monday.

32  
33 *A motion was made by Clove, seconded by Baker that the Marina Committee awards a Commercial*  
34 *Vendor Contract to Beacon Marine in accord with the proposal which was reviewed at this meeting,*  
35 *on the condition that any and all fees related to the 2016 contract must be paid in full by October 31,*  
36 *2016. Motion carried - All Ayes.*

37  
38 Eric Lundquist asked when he would be able to get his copy of the Sister Bay Scenic Boat Tours  
39 contract. He also asked if it would be o.k. for him to purchase the 160 seat boat at this time. Jackson  
40 responded that he believed it would be in Lundquist's best interest to have a signed contract in hand  
41 prior to making any financial outlays. He also stated that President Lienau and Christy Sully are the  
42 only Village officials authorized to execute a document of this nature. Lienau will be out of the country  
43 until the last week of October.

44  
45 Clove stated, "But the Committee has approved your boat", to which Anderson replied, "But he  
46 doesn't want to go out and purchase a big boat . . .", and Clove responded, "It's subject to figuring out  
47 slip assignments, but you know you have it, and you're going to be able to run the operation next  
48 year.". Duffy then stated, "In any situation, before you make a large expenditure, it would be wise for

1 anybody to have a signed contract. That's not going to limit your ability to use said purchased asset.  
 2 There has not been any history of that signature changing things drastically, but I can't tell you that  
 3 that couldn't happen."  
 4

5 **Item No. 1. Review of the draft contract for Commercial Vendors. Consider an**  
 6 **appropriate motion for action if necessary.**

7 The boilerplate for the new Commercial Vendor Contract was revised in accord with the  
 8 Committee's directives, and a draft of the revised version of that document was included in  
 9 the meeting packets. During the review process Clove clarified that the new contracts will be  
 10 valid for three (3) years.

11  
 12 *A motion was made by Duffy, seconded by Sunstrom that the Marina Committee approves the*  
 13 *"boilerplate" version of the Commercial Vendor Contract which was reviewed at this meeting as*  
 14 *amended. Staff members are directed to utilize the boilerplate when drafting contracts for Sister Bay*  
 15 *Boat Rentals, Sail Door County, Sister Bay Scenic Boat Tours and Beacon Marina, and see that the*  
 16 *contracts are executed. The previously mentioned conditions shall be added to Sister Bay Scenic Boat*  
 17 *Tours' contract, and the Beacon Marina contract shall not be executed unless and until any and all*  
 18 *2016 commercial vendor fees have been paid. Motion carried – All Ayes.*  
 19

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

29 *At 12:30 P.M. a motion was made by Clove, seconded by Baker that the Marina Committee convene*  
 30 *into executive session pursuant to Wis. Stats., §19.85(1)(f) to discuss personnel matters, consider*  
 31 *financial, medical, social or personal histories or disciplinary data with respect to specific persons, and*  
 32 *preliminarily consider specific personnel problems or investigate charges against specific persons,*  
 33 *which, if discussed in public would be likely to have a substantial adverse effect on the reputation of*  
 34 *any person mentioned in such histories or data or involved in such problems or investigations, and*  
 35 *§19.85(1)(e) to deliberate or negotiate the purchase of public properties, the investment of public*  
 36 *funds, or conduct other specified public business, whenever competitive or bargaining reasons require*  
 37 *a closed session.*  
 38

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

40 *Anderson – Aye; Baker – Aye; Clove – Aye; Duffy – Aye; Sunstrom – Aye*

41 *Motion carried.*  
 42

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

44 *At 1:15 P.M. a motion was made by Clove, seconded by Anderson that the Marina Committee*  
 45 *reconvene into open session. Another roll call vote was taken, and the Committee members again voted*  
 46 *in the following fashion:*

47 *Anderson – Aye; Baker – Aye; Clove – Aye; Duffy – Aye; Sunstrom – Aye*

48 *Motion carried.*  
 49

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

*A motion was made by Duffy, seconded by Baker that the issue which was discussed in closed session shall be referred to the Personnel Committee. Motion carried - All Ayes.*

**Item No. 3. Update regarding the internet upgrades for the Marina; consider an appropriate motion for action if necessary.**

*Krauel noted that as part of the 2017 proposed budget \$3,500.00 has been budgeted for internet upgrades at the Marina. Applicable documentation was included in the meeting packets and the Committee members jointly reviewed it. It was the consensus that this issue shall be fully addressed at a future meeting of the Marina Committee.*

**Item No. 7. Review of Financial Statements:**

Financial reports for the period of January 1, 2016 to October 17, 2016 were included in the meeting packets, and the Committee members jointly reviewed those documents.

Clove requested that a report be prepared which delineates the fees each of the Marina Fest vendors paid to the Village. Rass confirmed that this information will be included in the packets for a future Marina Committee Meeting after all the required information has been compiled. Clove requested clarification of the wages which were paid to Village employees who worked at Marina Fest, and Rass stated that she intends to re-code those items as the Parks Department is under a flat fee arrangement, and the Dockhands who worked at Marina Fest would be under their normal wage category. Janal Suppanz volunteered to work at the Wooden Boat Show registration table during Marina Fest and did not include any of her volunteer hours on her Village time sheet, but since she is salaried she technically "exceeded her normal working hours".

**Item No. 8. Discussion regarding matters to be placed on a future agenda or referred to a Committee, Official, or Employee.**

*The next meeting of the Marina Committee has been scheduled for Wednesday, November 9, 2016 at 3:00 P.M.*

*It was the consensus that the following issues shall be addressed at a future meeting of the Marina Committee:*

- *Consider a motion to approve the following Commercial Vendor Contracts.*
  - *Sister Bay Boat Rentals – Eric Lundquist*
  - *Sister Bay Scenic Boat Tours – Eric Lundquist*
  - *Beacon Marine – Mark Matson*
  - *Sail Door County – Peder Nelson*
- *Discussion regarding parking and slip assignments for the Marina Commercial Vendors; consider a motion for action if necessary;*
- *Update regarding the internet upgrades for the Marina; consider an appropriate motion for action if necessary.*
- *Review of Marina Fest, 2016 financials.*

**Adjournment:**

*A motion was made by Duffy, seconded by Anderson that the October 20, 2016 meeting of the Marina Committee be adjourned at 1:24P.M.*

## Minutes for the October 20, 2016 Meeting of the Marina Committee

1 Respectfully submitted,

2 *Anastasia Bell*

3 Anastasia Bell

4 Enterprise Clerk



**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](mailto: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.



3 **SISTER BAY MARINA**  
 4 **COMMERCIAL VENDOR AGREEMENT**  
 5 **2017-2019**

6 The undersigned, individually and on behalf of the Commercial Vendor (the "Lessee"), jointly and sev-  
 7 erally agree to the following with the Village of Sister Bay, a municipality located in Door County, Wis-  
 8 consin, P.O. Box 769, Sister Bay, WI 54234 (the "Village").

9 **RECITALS**

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

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

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

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

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

27 a. The Attachment shall contain the legal name or names in the event of a partnership and mailing  
 28 address of the Commercial Vendor for the purposes of any notice. b. The Attachment shall  
 29 contain the name of the boat(s) if any for which this Lease is obtained along with a description of  
 30 the boat(s) (manufacturer, length, and other identifying description), as well as state and federal  
 31 identifying numbers including the state of registration or licensing as applicable (the "Boat").

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

34 2. Rates and Time of Payment. The rate for the first year of this Lease shall be the amount established  
 35 by the Committee. Vendor shall pay for space furnished by the Village of Sister Bay in accordance with  
 36 the rates established by the Marina Committee within 30 days of the date of invoice. The Village of Sis-  
 37 ter Bay will provide the vendor with two payment options.

38 1. Option 1 – Vendor will pay in full on or before May 1<sup>st</sup> of the season year. The Vendor will re-  
 39 ceive a 2 percent discount for selecting option 1.

40 2. Option 2 – Vendor will pay the first half of the total amount due, as invoiced on or before May 1<sup>st</sup>  
 41 of the season year and the remainder of the invoice be paid on or before August 1<sup>st</sup> of the season  
 42 year. The rate shall be the amount established by the Committee annually no later than Decem-  
 43 ber 31 of the year immediately preceding each calendar year during the term of the Lease (the  
 44 "Deadline"). In the event that the Committee has not established a new rate, or time or times of  
 45 payment, by the Deadline, the rate and time or times of payment for the immediately preceding

- 1 calendar year (i.e., the year ending on the Deadline) shall apply to the succeeding calendar year  
2 or years.
- 3 3. Term. The term of this Lease is not less than three (3) years. This contract shall commence as of  
4 the commencement date and shall be valid until October 31, 2019. This contract will automatically ex-  
5 tend for an additional 2 years until October 31, 2021 with the written consent of both parties. .The  
6 Term shall consist of calendar years, but the Lease for the Boat(s) at the Marina is only for so much of  
7 each such calendar year that the Marina is open for boating, i.e., the Boat(s) must be removed from the  
8 Marina for the winter off season as established by the Marina Manager.
- 9 4. Extension of Term. At least six months prior to the end of any Term or extension of Term, the  
10 Committee shall make a determination as to the extension of term in writing. In addition, notwithstand-  
11 ing the term set forth in this Agreement, or the maximum set forth herein, the Committee may terminate  
12 any Lease for cause, at any time without liability for the remainder of any Term on not less than six (6)  
13 months' notice to the Commercial Vendor5. Commercial Vendor Early Termination. If a new rate,  
14 or time of payment, is made by the Committee the Commercial Vendor shall have until January 31 of  
15 the year immediately following the Deadline to notify the Village of the Commercial Vendor's election  
16 not to continue this Lease for the remainder of the Term. Commercial Vendor is responsible to contact  
17 the Village after the Deadline to obtain notice of any Committee changes. Failure of the Commercial  
18 Vendor to notify the Village in a manner such that the Village receives the notice by January 31 shall be  
19 the Commercial Vendor's agreement to continue this Lease and pay the new rate at such new time or  
20 times until the Lease is terminated by the Village. In addition, at any time Commercial Vendor may re-  
21 quest early termination consideration by the Committee, which the Committee may grant or deny at its  
22 discretion.
- 23 6. Release, Indemnification and Required Insurance. The Lessee and the Commercial Vendor releas-  
24 es, waives and discharges the Village from all liability by reason of this Lease, including any use or oc-  
25 cupancy of the Marina and services, and covenants never to bring any suit or action at law or in equity  
26 against the Village related thereto. Lessee further agrees to indemnify the Village from and against any  
27 claims, demands, costs (including attorneys' fees) or judgments arising from the Marina or its use or oc-  
28 cupancy, whether related to the Marina or elsewhere. Moreover, the Lessee and Commercial Vendor  
29 shall have in place and furnish to the Village prior to placing the Boat(s) or any other property on or in  
30 the Sister Bay Marina, or any use or occupancy of, the Marina for any calendar year, proof of insurance  
31 for that year as required on the attached 2011 Sister Bay Marina Contractor Insurance Requirements (the  
32 "Insurance"), (as may be amended by the Village or Committee from time to time by the Deadline with  
33 the Commercial Vendor having the same right and procedure for early termination of the Term by Janu-  
34 ary 31 as indicated above); on the Insurance.
- 35 7. Marina Rules and Regulations. Lessee agrees to comply with all Marina Procedure and Usage  
36 Rules at all times except as modified by this Agreement. Signature of the document signifies the Vendor  
37 has received, agrees with, will obey, and understands Sister Bay Marina Procedure and Usage Rules (at-  
38 tached).
- 39 8. Annual Report. In addition to all other Requirements, the Lessee shall prepare and submit to the  
40 Village to be received no later than December 1 of each calendar year during this Lease, a report on the  
41 Commercial Vendor's operations for that calendar year prior to November 1 of that calendar year (the  
42 "Annual Report"). The Annual Report shall include an estimate of customer counts and any issues the  
43 Lessee may seek the Village to be aware of, or have any desire for the Village to address.
- 44 9. Effective Change of Ownership. The words "Effective Change of Ownership" shall mean any cu-  
45 mulative change of fifty percent (50%) or more of the ownership of the Commercial Vendor, or any  
46 change in the authority of any individual that signs the Lease on behalf of the Commercial Vendor.  
47 Within ten (10) days after any Effective Change in Ownership, the Lessee shall notify the Village in writ-  
48 ing with a notice specifying the changes in the Marina Commercial Vendor Lease Attachment. The  
49 Committee may terminate the Lease at any time after an Effective Change of Ownership by giving not  
50 less than thirty (30) days advance written notice of the termination to the Commercial Vendor. This  
51 Lease is not assignable.

- 1 10. Breach or Default. In the event of any breach or default in making any monetary payment to be  
2 made to the Village, including payments required under this Section for breach or default, or any other  
3 payment such as the rate under the Lease, Interest will be charged on all accounts not paid when due at  
4 a rate of one percent per month, or, ~~if less,~~ the maximum rate allowed by law, whichever is greater. In  
5 the event the Vendor fails to pay all amounts which become due under the contract and the Village of  
6 Sister Bay refers such matter to an attorney or collection agency, Vendor agrees to pay, in addition to  
7 the amounts due, any and all cost incurred by the Village as a result of such action, including attorney  
8 fees.
- 9 11. Guarantee. The Lessee, including any individual signing this Lease, notwithstanding signature in a  
10 capacity as an agent or other fiduciary, personally guarantees all obligations of Commercial Vendor and  
11 Lessee whether under this Lease or otherwise.
- 12 12. Boat and Slip Location. The Lessee shall conduct their operations only at the boats located at the  
13 slips assigned by the Village. All related equipment necessary to provide the Commercial Vendor's ser-  
14 vices shall be stored in such locations as are approved by the Marina Manager.
- 15 13. Dock Modification or Repair. No dock modifications may be made by the Lessee to any of the  
16 assigned slip(s) without prior approval of the Marina Manager. The Marina Manager will determine if  
17 the modification is appropriate, what materials may be used and who is to perform the modification.  
18 The Marina is responsible for general maintenance of slips. Any repairs required beyond normal wear  
19 and tear to the assigned slip(s) will be at the expense of the Lessee. The Marina Manager reserves the  
20 right to determine what is beyond normal wear and tear.
- 21 14. Commercial Concession Building Usage. The Lessee is hereby granted permission to operate a con-  
22 cession office inside the Village owned concession building. The Lessee shall share the concession of-  
23 fice space with the other commercial vendors granted leases by the Village. No modifications shall be  
24 made to the interior or exterior of the building without the Village's written permission. All existing Les-  
25 see signage on the building shall be reviewed for approval. No signage on the building or Village prop-  
26 erty is allowed without first obtaining a Village sign permit(s). Any cost for telephone service shall be  
27 paid by the Lessee. If at any time air conditioning or electric heat is added to the building the different  
28 Lessee's operating from the building shall become responsible for the electric bill.
- 29 15. Vehicle Parking. The Lessee agrees that they and their employees, shall not park any personal ve-  
30 hicle, commercial vehicle or truck used in the course of their business on the either side of Bay Shore  
31 Drive between Sunset Drive and the Village Hall at any time. A parking area for employees and/or cus-  
32 tomers will be determined by the Village. Vendors may be assessed a fee determined by the Village as  
33 a payment in leu of creation of necessary parking spaces. The rate and quantity shall be determined by  
34 the Village at is's sole discretion.
- 35 16. Other Requirements. The Lessee agrees to maintain the area around the assigned slip(s), grounds  
36 and concession building in a clean and neat manner at all time. The Lessee agrees to deposit all trash  
37 and waste in the dumpster next to the Marina Building. The Lessee agrees to recycle to the extent possi-  
38 ble and to deposit all recyclables in the appropriate dumpster next to the Marina Building. The Lessee  
39 agrees to conduct their services consistent with the Wisconsin Department of Natural Resources Clean  
40 Marina guidelines.
- 41 17. Customer Information. The Lessee agrees to provide the Village with copies of all sales, promo-  
42 tion, instruction materials associated with the operation that are provided to individuals renting or pur-  
43 chasing services from the Lessee.
- 44 18. Licenses and Permits. The Lessee agrees that each employee operating a boat or vessel shall be  
45 properly licensed or certified by the United States Coast Guard. Copies of those licenses and or permits  
46 shall be available for inspection at the Commercial Concession building. The Lessee agrees that each  
47 boat or vessel as listed shall be properly licensed and certified as required by the United States Coast  
48 Guard. Copies of those licenses or certifications shall be available for inspection at the Commercial  
49 Concession Building.

1 19. Scope of Business Activities. While operating in the concession stand or within the Marina the  
2 Commercial Vendor will not engage in any business or reservation activities for boats located at or op-  
3 erating out of other marinas or locations. Reservations, rentals, charters, sales or other business related  
4 activities shall be for the boats covered by this agreement.  
5

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

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

4

5 Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_

6

7 (Signature) \_\_\_\_\_

(Signature) \_\_\_\_\_

8 Print Name

Print Name

9 Date signed: \_\_\_\_\_

10

11 (Signature) \_\_\_\_\_

12 Print Name

13

14 Approved on behalf of the Village of Sister Bay

15

16 Date signed: \_\_\_\_\_

17

18 (Signature) \_\_\_\_\_

19 Print Name

20

21 Assigned Slip Number(s): \_\_\_\_\_

22

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

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Business Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Authorized Commercial Vendor Signer Contact: \_\_\_\_\_

Name of Individual (if different from Commercial Vendor): \_\_\_\_\_

Address (if different from Commercial Vendor): \_\_\_\_\_  
\_\_\_\_\_

Telephone Number(s): \_\_\_\_\_ Email: \_\_\_\_\_

**DESCRIPTION OF COMMERCIAL VENDOR SERVICES:** \_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_

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

Name/Description: \_\_\_\_\_

Identification Number: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

29  
30  
31  
32 Name: \\sbs01.local.sisterbay.com\users\rlkufrin\files\active\marina\2011\marina commercial vendor lease v11.docx Created:  
33 5/19/2011 12:55 PM Printed: 11/1/2016 4:12 PM Author: Robert Kufrin Last Saved By: Robert Kufrin Revision: 7



4

5

## Sister Bay Marina Procedure and Usage Regulations

6

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

7

8

1. You or your designated launcher must notify the Marina Manager 24 hours in advance of initial launching. This rule must be strictly followed. In order to keep overall costs down you must let the Dock Master know when you will be away from your slip overnight or longer. The Village reserves the right to collect a fee for daily rental of your slip when you are away from it for an extended period. Failure to notify the Dock Master of your intent to be away from your slip overnight or longer may result in you being charged the daily rental fee for the length of time you are gone.

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13

2. All lessees will be responsible for the safe and proper mooring of their boats. Boats breaking their moorings may be removed at the expense of the owner. Please check your line inventory, etc. before docking.

14

15

3. The Village will not be responsible for damage to or theft of the lessee's property or boat(s) regardless of the cause.

16

4. The speed limit in the harbor, when approaching or leaving will be DEAD SLOW.

17

5. Pets will only be allowed in designated areas on the Marina grounds and within Marina Park if they are on a leash. No pets will be allowed to commit a nuisance on or around the docks. You must clean up after your pet anywhere within the Village limits. Cleanup containers are available at the Marina Office. No dogs are allowed in Waterfront Park. The dog park is located at the Sports Complex.

18

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6. Grilles are provided by the Marina and available for guests to use on the Marina grounds. Grilling is prohibited on vessels, docks and walkways.

22

23

7. No swimming, water skiing or racing will be allowed within the harbor. Fishing will be permitted in designated areas only.

24

25

8. Skateboarding and/or rollerblading will not be allowed on the docks or Marina grounds.

26

9. Vehicles parked longer than the limits noted on parking signs, (including the temporary loading spaces on Bay Shore Drive), must be parked in the Village lots and not in the dock parking area. Please observe this rule at all times as improperly parked vehicles may be removed at the owner's expense or may be ticketed.

27

28

29

10. Garbage dumpsters are located on the west side of the Marina Office. Please do not leave garbage on the docks or in the small cans on the Marina grounds. The dumpsters may only be used for disposal of refuse generated at the Marina.

30

31

32

11. Recycling is encouraged throughout the entire Village. Recycling containers will be provided for you. We ask that you help to protect the environment by recycling whenever possible.

33

34

12. The Village is concerned about all forms of pollution in the harbor. Please take necessary precautions to prevent contamination of the water at all times.

35

36

13. Seasonal and transient slips must be vacated by October 31<sup>st</sup>, unless otherwise prearranged. All boats must be removed from the Marina by October 31<sup>st</sup>, or they may be forcibly removed at the owner's expense. (Enforcement of this rule allows for timely and orderly winterization of the Marina.)

37

38

- 1 14. All persons using the Sister Bay Marina must conduct themselves with discretion and be considerate of their  
2 neighbors. NO EXCESSIVE DISTURBANCES OF ANY SORT WILL BE ALLOWED BETWEEN 10:00 P.M. AND 7:00  
3 A.M.
- 4 15. Any individual(s) behaving in a disruptive fashion at the Marina, or who is/are abusive to Marina employees, other  
5 boaters or citizens will initially be warned by the Marina Manager or staff that such activity is not permissible. If  
6 he/she/they fail to heed the warning, or if he/she/they have exhibited similar behavior in the past, the Manager does  
7 have the authority to permanently ban the individual(s) from the Marina. Any fees or lease amount paid to the Marina  
8 shall be forfeited at that time.
- 9 16. All visitors, lessees and users of the Marina, Marina Park, other Village parks and property are required to comply  
10 with Chapter 38 of the Village code. Chapter 38 includes regulations related to: boating, park rules, dogs, alcoholic  
11 beverages, vehicles, littering, curfew, launching fees, fires, hunting and trapping. The complete regulations are availa-  
12 ble on line at [www.sisterbaymarina.com](http://www.sisterbaymarina.com)
- 13 17. The application for a slip must be completed in its entirety including the proof of ownership (boat title and registra-  
14 tion) and submitted along with a non-refundable \$500.00 deposit by (December 31<sup>st</sup>). Payment for seasonal dockage  
15 may be made in two installments. The first installment for seasonal dockage will be made by March 1<sup>st</sup> – second and  
16 final installment for seasonal dockage must be made by May 1<sup>st</sup>. Payments postmarked after May 1<sup>st</sup> will be considered  
17 late and the slip may be awarded to the next person on the list.
- 18 18. If you are unable to produce your registration and boat title by December 31<sup>st</sup>, a copy of the boat title and registra-  
19 tion must be on file prior to placing the boat in the If the information on the boat registration and title does not match the  
20 application, the Marina Manager can reassign the slip and refund the annual rental fee according to the refund policy  
21 below.
- 22 19. In order to qualify for the Village property owner rate you must own real property in the Village and provide the Vil-  
23 lage with the property identification number. The name on the property records maintained by Door County must match  
24 the name on the application in order to qualify for the Village property owner rate.
- 25 20. A deposit of \$200 must accompany a request to be placed on the waiting list. Being placed on the waiting list does  
26 not guarantee assignment of a slip. There are two waiting lists – one for Village property owners and one for non-  
27 property owners. Owners of property in the Village will be offered any available seasonal slips before non-property  
28 owners.
- 29 21. The Village cannot guarantee year-to-year leasing of individual slips, but the prior lessee will have priority. If you  
30 have been assigned a seasonal slip and wish to purchase a new boat of a different size, you must confirm in writing  
31 that the new boat will fit in your existing slip. If you purchase a new boat and it does not fit in your existing slip, you will  
32 lose your slip without any refund.
- 33 22. There will be no subletting or exchanging of slips by lessees. The boat must be owned by the slip lessee. The  
34 transfer of boat ownership does not confer any rights to the use of a seasonal slip.
- 35 23. Proof of ownership of all boats, which occupy a seasonal slip, must be provided to the Marina Manager.
- 36 24. There shall be no signage on boats other than a temporary for sale sign less than two square feet in size. No sign-  
37 age including a “for sale” sign is permitted on any boat owned by a dealer other than the permitted commercial opera-  
38 tors. No commercial activity, boat sales or signage is permitted on boats other than the permitted commercial opera-  
39 tors. The commercial operators shall comply with such other or additional regulations that the Marina may establish.
- 40 25. When and if you become eligible for a seasonal slip you will be notified by the Village. If you decline a seasonal  
41 slip which is a reasonable fit for your boat as determined by the Marina Manager your name will remain on the waiting

1 list, but go to the bottom of that list. If you are offered a slip, in which your boat will not reasonably fit as determined by  
2 the Marina Manager your name will remain in its current location on the waiting list.

3 26. The lease of a slip is to an individual located at a particular property. The annual slip lease fee is dependent upon  
4 owning or not owning property in the Village. If an individual lessee moves to a different location then the fee is adjust-  
5 ed. If a slip holder decides not to renew his/her seasonal rental, written verification shall be provided to the Village at  
6 P.O. Box 769, Sister Bay, WI 54234.

7 27. Refund Policy: If, after paying your annual slip rental fee, the Village is notified in writing by March 15th of your de-  
8 sire to release the slip, 75% of that fee will be refunded. If notification is received between May 1st and June 1st, 50%  
9 of the fee will be refunded, and, after June 1st no refunds will be allowed.

10 28. Boat Removal Policy: Your boat must be removed from the Marina by October 24th, or you will be charged the out  
11 of season dockage fee of \$2.00 per foot of boat per day.

12 29. The Village reserves the right to assign boat slips and dock ties. Vessels assigned a seasonal slip will appropriate-  
13 ly fit the slip assigned inclusive of all attachments fore and aft. Vessels may be considered non-compliant based on  
14 any number of factors, and may result in a slip move, additional fees, or slip lease termination; at the discretion of the  
15 marina manager.

16 30. At the discretion of the Marina Manager, slip privileges may be terminated if non occupancy of a slip for two entire  
17 seasons occurs. A slip may not be considered "occupied" by a seasonal tenant by placing or purchasing a larger,  
18 smaller, or unapproved vessel in the assigned slip. Slip transfers and assignments are at the sole discretion of the Ma-  
19 rina Manager.

20 31. The break wall and all floating and fixed piers are considered public walkways and should remain free of gear,  
21 chairs, tables, bicycles, inflatables and similar items for patron safety and access. Likewise, shore power cords and wa-  
22 ter hoses should not create a trip hazard. No attachments can be made to the break wall, floating and fixed piers with-  
23 out the approval of the marina manager.

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

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## Village of Sister Bay COMMITTEE REPORT

Meeting Date 11/9/16  
Item No.:

**Recommendation:**

That the Committee refer the parking requirements along with a recommendation to the Plan Commission for final approval.

**Background:**

The Marina is located in the P-1 District, Parks. Under Sec. 66.0311, the Marina is a Conditional Use in the P-1, as are Vendors associated with the operations of the Marina. Under a conditional use permit, changes in use or intensity of use triggers a review by the Plan Commission. In the strictest sense, the Plan Commission would choose to send this item to public hearing for an amendment to the original CUP which would be published as a Class II notice, along with a mailed notice to all property owners within 300’.

Given that this is not a change in use, but merely a change in intensity, I would not recommend a public hearing for this amendment. Plan Commission should consider the recommendations from the Marina Committee, and determine any fees in lieu of parking that should be assessed. This would be forwarded to the Village Board for final action.

I was asked to research for our upcoming Board meeting as to whether or not the Marina Short term lot has been calculated as an asset in the Pilot Calculations. It appears that it was not. Further, President Lienau was asked at our October 25<sup>th</sup> Plan Commission meeting if the “Short term Marina Lot was Marina Parking or Village Parking” by Tim Cross of the “Boathouse” restaurant. He wondered if they would be able to use that parking area for employee or customer parking. President Lienau replied that it was “Village Parking” but that “no, they couldn’t designate any Village Parking for a specific business”.

Given that this item is being discussed at length by various Village Boards, Commissions and Committees, it would be logical to submit the parking requirements of the Commercial Operators and Marina to those Committees as a part of the overall Parking Analysis that Plan Commission has ordered me to conduct, and to allow the broad language in our proposed Commercial Vendor Contracts to remedy the Parking issue once a solution has been developed and approved by the Village Board.

**Fiscal Impact:** Unknown at this time.

Respectfully submitted,

Zeke Jackson  
Village Administrator



**VILLAGE OF SISTER BAY**  
**REVENUES WITH COMPARISON TO BUDGET**  
**FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016**

**MARINA FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET	
<u>PUBLIC CHARGES</u>						
201-46741-00-0000		.00	25,504.29	17,500.00	8,004.29	145.74
201-46751-00-0000		.00	352,551.40	345,000.00	7,551.40	102.19
201-46752-00-0000		.00	129,251.85	112,000.00	17,251.85	115.40
201-46753-00-0000		.00	14,463.94	12,000.00	2,463.94	120.53
201-46755-00-0000		.00	1,464.66	200.00	1,264.66	732.33
201-46759-00-0000		.00	.00	( 7,500.00 )	7,500.00	.00
201-46761-00-0000	( 3,298.35 )	76,679.11	76,730.00	( 50.89 )	99.93	
201-46764-00-0000		.00	3,178.20	2,200.00	978.20	144.46
201-46767-00-0000		.00	185.99	350.00	( 164.01 )	53.14
201-46768-00-0000		.00	658.99	300.00	358.99	219.66
201-46900-00-0000		.00	.00	25.00	( 25.00 )	.00
		<u>( 3,298.35 )</u>	<u>603,938.43</u>	<u>558,805.00</u>	<u>45,133.43</u>	<u>108.08</u>
<u>MISCELLANEOUS REVENUES</u>						
201-48110-00-0000		.00	691.23	670.00	21.23	103.17
201-48260-00-0000		.00	18,525.00	19,500.00	( 975.00 )	95.00
201-48500-00-0000		.00	220.00	.00	220.00	.00
201-48990-00-0000		.00	294.88	200.00	94.88	147.44
		<u>.00</u>	<u>19,731.11</u>	<u>20,370.00</u>	<u>( 638.89 )</u>	<u>96.86</u>
		<u>( 3,298.35 )</u>	<u>623,669.54</u>	<u>579,175.00</u>	<u>44,494.54</u>	<u>107.68</u>

**VILLAGE OF SISTER BAY**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016**

**MARINA FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET	
<u>MARINA EXP</u>						
201-55101-00-0000	WAGES, MANAGER	.00	31,510.79	40,000.00	8,489.21	78.78
201-55105-00-0000	WAGES, ADMIN	.00	10,159.00	10,159.00	.00	100.00
201-55105-04-0000	MAINTENANCE, PARKS	.00	8,498.00	8,498.00	.00	100.00
201-55105-08-0000	DOCKMASTERS, PART-TIME	.00	39,279.08	39,466.00	186.92	99.53
201-55110-00-0000	OVERTIME, MANAGER	.00	.00	223.00	223.00	.00
201-55110-08-0000	OVERTIME, DOCKMASTERS	.00	1,992.69	.00 (	1,992.69)	.00
201-55111-00-0000	BONUSES, DOCKMASTERS	.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	.00	3,637.24	3,871.00	233.76	93.96
201-55120-00-0000	SOCIAL SECURITY	.00	7,379.18	7,968.00	588.82	92.61
201-55125-00-0000	INSURANCE, MEDICAL	.00	6,404.69	9,281.00	2,876.31	69.01
201-55127-00-0000	HSA EXPENSE MARINA	.00	3,319.21	.00 (	3,319.21)	.00
201-55130-00-0000	INSURANCE, DENTAL	.00	698.21	725.00	26.79	96.30
201-55135-00-0000	INSURANCE, DISABILITY	.00	370.21	480.00	109.79	77.13
201-55140-00-0000	INSURANCE, GROUP LIFE	.00	77.64	48.00 (	29.64)	161.75
201-55145-00-0000	INSURANCE, WORK COMP	.00	5,388.64	6,659.00	1,270.36	80.92
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
	<b>PERSONNEL</b>	<b>.00</b>	<b>122,488.54</b>	<b>133,185.00</b>	<b>10,696.46</b>	<b>91.97</b>
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	39.07	200.00	160.93	19.54
201-55215-00-0000	UNIFORMS & CLOTHING	.00	935.05	900.00 (	35.05)	103.89
	<b>INDIRECT EMPLOYEE</b>	<b>.00</b>	<b>2,145.27</b>	<b>1,800.00 (</b>	<b>345.27)</b>	<b>119.18</b>
201-55340-00-0000	MARINA UTILITIES	1,086.48	17,742.00	24,000.00	6,258.00	73.92
201-55341-00-0000	BOATHOUSE UTILITIES	.00	634.81	1,350.00	715.19	47.02
201-55360-00-0000	TELEPHONE	.00	617.23	750.00	132.77	82.30
201-55365-00-0000	CELL PHONES	.00	566.18	900.00	333.82	62.91
201-55370-00-0000	INTERNET	145.00	1,305.00	2,000.00	695.00	65.25
201-55375-00-0000	CHARTER TV	.00	207.40	567.00	359.60	36.58
	<b>UTILITY COSTS</b>	<b>1,231.48</b>	<b>21,072.62</b>	<b>29,567.00</b>	<b>8,494.38</b>	<b>71.27</b>

**VILLAGE OF SISTER BAY**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 11 MONTHS ENDING NOVEMBER 30, 2016**

**MARINA FUND**

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
201-55401-00-0000 OFFICE SUPPLIES	.00	690.62	400.00	( 290.62 )	172.66
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	.00	462.21	500.00	37.79	92.44
201-55415-00-0000 POSTAGE	.00	85.37	500.00	414.63	17.07
201-55420-00-0000 DUES & PUBLICATIONS	.00	62.50	300.00	237.50	20.83
201-55430-00-0000 CUSTODIAL SUPPLIES	.00	2,063.98	2,500.00	436.02	82.56
201-55434-00-0000 SUPPLIES FOR RESALE	.00	1,435.30	1,500.00	64.70	95.69
201-55440-00-0000 MEDICAL & SAFETY	.00	277.47	100.00	( 177.47 )	277.47
201-55460-00-0000 MINOR EQUIPMENT	.00	2,412.36	500.00	( 1,912.36 )	482.47
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	.00	525.27	750.00	224.73	70.04
201-55495-00-0000 MISCELLANEOUS SUPPLIES	.00	931.15	200.00	( 731.15 )	465.57
	<u>.00</u>	<u>9,252.21</u>	<u>13,000.00</u>	<u>3,747.79</u>	<u>71.17</u>
<b>SUPPLIES</b>					
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	8,003.63	7,800.00	( 203.63 )	102.61
201-55504-00-0000 INFORMATION TECHNOLOGY	.00	2,129.27	600.00	( 1,529.27 )	354.88
201-55510-00-0000 CONSULTING	.00	1,163.50	350.00	( 813.50 )	332.43
201-55515-00-0000 LEGAL SERVICES	.00	265.00	500.00	235.00	53.00
201-55525-00-0000 PROPERTY/LIABILITY INSURANCE	.00	2,726.52	7,750.00	5,023.48	35.18
201-55530-00-0000 LEGAL NOTICES	.00	262.00	100.00	( 162.00 )	262.00
201-55532-00-0000 MARKETING/PUBLICITY	.00	1,555.56	8,000.00	6,444.44	19.44
201-55535-00-0000 WEBSITE SUPPORT	.00	95.40	500.00	404.60	19.08
201-55551-00-0000 GARBAGE PICKUP	.00	1,619.26	1,800.00	180.74	89.96
201-55552-00-0000 RECYCLING	.00	204.50	300.00	95.50	68.17
201-55565-00-0000 MARINA COMMITTEE	.00	.00	800.00	800.00	.00
201-55567-00-0000 FESTIVAL/EVENT COSTS	.00	20,057.63	25,000.00	4,942.37	80.23
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
	<u>.00</u>	<u>41,768.70</u>	<u>58,960.00</u>	<u>17,191.30</u>	<u>70.84</u>
<b>SERVICES</b>					
201-55601-00-0000 OFFICE EQUIPMENT	.00	7.91	300.00	292.09	2.64
201-55615-00-0000 GROUNDS MAINTENANCE	.00	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	.00	690.82	2,000.00	1,309.18	34.54
201-55641-00-0000 BOATHOUSE MAINTENANCE	.00	5,986.02	1,000.00	( 4,986.02 )	598.60
201-55647-00-0000 DOCK MAINTENANCE	.00	11,274.37	15,000.00	3,725.63	75.16
201-55675-00-0000 EQUIPMENT RENTAL	.00	.00	150.00	150.00	.00
	<u>.00</u>	<u>18,834.17</u>	<u>21,900.00</u>	<u>3,065.83</u>	<u>86.00</u>
<b>MAINTENANCE</b>					

**VILLAGE OF SISTER BAY**  
**EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 11 MONTHS ENDING NOVEMBER 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	.00	190.80	400.00	209.20	47.70
VEHICLES AND EQUIPMENT	.00	341.83	950.00	608.17	35.98
201-55910-00-0000 BAD DEBT EXP	.00	506.40	.00 (	506.40 )	.00
201-55930-00-0000 BANK FEES & FINANCE CHARGES	.00	157.65	50.00 (	107.65 )	315.30
201-55950-00-0000 MISC OTHER EXP	.00	.00	100.00	100.00	.00
201-55971-00-0000 DEPRECIATION EXPENSE	.00	166,666.70	200,000.00	33,333.30	83.33
201-55986-00-0000 INTEREST ON LONG-TERM DEBT	.00	90,810.01	90,810.00 (	.01 )	100.00
201-55992-00-0000 MARINA PILOT TRANSFER	.00	105,296.70	126,356.00	21,059.30	83.33
MISCELLANEOUS	.00	363,437.46	417,316.00	53,878.54	87.09
TOTAL MARINA EXP	1,231.48	579,340.80	676,678.00	97,337.20	85.62
TOTAL FUND EXPENDITURES	1,231.48	579,340.80	676,678.00	97,337.20	85.62
NET REVENUES OVER EXPENDITURES	( 4,529.83 )	44,328.74	( 97,503.00 )	( 52,842.66 )	45.46

## MARINA FEST HISTORY

## Budget vs Actual

	2014		2015		2016	
	<u>Budget</u>	<u>Actual to date</u>	<u>Budget</u>	<u>Actual to date</u>	<u>Budget</u>	<u>Actual to date</u>
<b>Revenues</b>						
Fireworks donations		3,990.00		12,025.00		21,572.00
Rackcard/poster donations		-		57.00		
Nonprofit fundraising (10%)		1,878.56		3,295.07		647.29
For-Profit Vendors						1,395.00
Net Token Proceeds				413.00		
Bouncy House Proceeds				3,300.00		1,820.00
Poker Run Entry Fees						70.00
<b>subtotal:</b>	<b>8,500</b>	<b>5,868.56</b>	<b>8,500</b>	<b>19,199.55</b>	<b>17,500</b>	<b>25,504.29</b>
<b>Expenses</b>						
Entertainment:						
After Dark/Replica		3,000.00		3,000.00		3,500.00
Bouncers (Jumping Bean Bouncers)				2,495.07		
River City Six		850.00		850.00		
Shanty Singer		400.00				
Timberwork Lumberjacks				5,900.00		
Viking Ship expenses				27.86		
Waterboard Warriors		3,000.00		3,000.00		3,000.00
Last Man Standing						500.00
Advertising/Printing		493.50		1,799.58		2,140.32
Postage						705.00
Fireworks		5,500.00		9,580.00		5,500.00
Garbage collection		350.00		315.76		295.63
Gift certificates/Prizes		100.00		-		132.94
Lighting/Electrical work		90.00		55.80		272.00
Lodging for Performers				639.36		
Porta Potties		631.00		1,300.00		700.00
SBAA				264.00		
Sheriff's services						1,565.46
Supplies		70.82		430.88		23.00
Tents		2,025.00		1,600.00		1,050.00
<b>Festival Costs</b>	<b>18,500</b>	<b>13,510.32</b>	<b>18,500</b>	<b>31,258.31</b>	<b>25,000</b>	<b>19,384.35</b>
<b>Net Revenues/(Losses)</b>	<b>(10,000)</b>	<b>(7,641.76)</b>	<b>(10,000)</b>	<b>(12,058.76)</b>	<b>(7,500)</b>	<b>6,119.94</b>
<i>Over Budget / (Under Budget)</i>		<i>(2,358.24)</i>		<i>2,058.76</i>		
<b>Labor (contributed)</b>						
Marina staff		415.08		58.06		0
Village staff		2026.09		4191.23		0.00
<b>Total Labor</b>		<b>2,441.17</b>		<b>4,249.29</b>		<b>-</b>



## Village of Sister Bay COMMITTEE REPORT

Meeting Date 11/9/16  
Item No.:

### Administrator's Report

- The Marina Manager is on leave. We will explain more to the Committee at a later date when appropriate.
- The Parks Crew has worked diligently to winterize the Marina, and has successfully been doing so. Water has been shut off and dock removal is almost complete as of this writing.
- The year end financial close out is substantially completed, though a few loose items need to be buttoned down yet. We know that we are owed monies from a few tenants, but Nicole did not book those charges in our system for us to be able to bill them. We will continue to look through files to see if she documented elsewhere. For example, we know Kevin Grant owes for pump outs, but we do not see charges in our new software system (being able to handle items such as these is one of the reasons we got the software), so we will have to settle with him in some other fashion. We also believe we are owed monies by at least 1 transient boater that held his boat in the marina for the season, but we can find no record of the boater being billed, nor any record of length of stay or rate to charge.
- All commercial vendors have paid in full for the 2016 season.
- The Village will be issuing a refund to Shoreline Charters in the amount of \$3298.45 for seasonal dockage. Nicole instituted a policy change this year that was not supported by contract documents or previous Committee Action, and Jim Robinson has requested a refund of these funds. The 2016 contracts should state that the Commercial tenant is to be billed for the entire area of dockage that they use, plus any area of dockage that they cause to be unusable/undesirable due to their vessel's placement.
- Invoices for 2017 were recently initiated against my instruction, which had been to 1. Wait until rates were approved at the November 3 Board meeting, and 2. Utilize Administrative Staff to ensure they were entered and processed correctly. Marina staff chose to disregard those instructions and began entering invoices for 2017 customer charges some time at the beginning of October. Marina staff did not update the rates to the ones recently approved by the Committee and Board. Administrative Staff have worked to move those files created by Marina Staff off book, and have updated the rate list in anticipation of approval so that we can invoice correctly.

**Fiscal Impact:** Unknown at this time.

Respectfully submitted,

Zeke Jackson  
Village Administrator