



PARKS, PROPERTY AND STREETS COMMITTEE

MEETING AGENDA

Wednesday, July 1, 2015 at 2:15 P.M.
Sister Bay-Fire Station, 2258 Mill Road

For additional information check: www.sisterbaywi.gov

In order for everyone to hear the discussion please, turn off your cell phone. Thank you.

Call Meeting to Order

Deviations from the agenda order shown may occur.

Roll Call

1	Chair – Dave Lienau	2	John Clove
3	Sharon Doersching	4	Scott Baker
	Village Administrator – Zeke Jackson		Parks Manager – Steve Mann

Comments, correspondence and concerns from the public

Approval of minutes as published

Approval of Agenda

Business Items

1. Report from the Door County Sheriff's Department regarding patrols in the Village.
2. Discussion regarding the "Midwest Sunsplash" Festival; and consider a motion for action, if appropriate.
3. Discussion regarding a request from Connor MacDonald and Dan Jacobs to conduct an amplified music concert in the Performance Pavilion on July 31, 2015; and consider a motion for action if necessary.
4. Discussion on Ram Rojas' and Ron Myers' proposed fundraising project for the public art/ Boathouse Mural Project; and consider a motion for action if necessary.
5. Discussion regarding installation of event fencing in Waterfront Park; and consider a motion for action if necessary.
6. Discussion regarding the Operating Agreement between the Village of Sister Bay and the SBAA; and consider a motion for action, if appropriate.
7. Consider a motion to convene into Closed Session pursuant to Wis. Stats. §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.
8. Consider a motion to reconvene into Open Session.
9. Consider a motion to take action, if required.
10. Report from Steve Mann on activities.
11. Discussion regarding other parks and streets activities.
12. 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 Administration Building 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	Date	

1 **PARKS, PROPERTIES & STREETS COMMITTEE MEETING MINUTES**
2 **WEDNESDAY, JUNE 3, 2015**
3 **SISTER BAY PERFORMANCE PAVILION – 2364 MILL ROAD**
4 **(APPROVAL PENDING)**

5
6 *The June 3, 2015 meeting of the Parks, Properties and Streets Committee was called to order by*
7 *Committee Chair Dave Lienau at 2:20 P.M.*

8
9 **Present:** Committee Chair Dave Lienau and members John Clove, Sharon Doersching and Scott
10 Baker.

11
12 **Staff Members:** Village Administrator Zeke Jackson, Facilities Manager Steve Mann, and
13 Assistant Administrator Janal Suppanz.

14
15 **Others:** LeRoy Schram, Dawn Welter, Judith Stevenson, John Cain, Chris Rischke, Rod and
16 Sandy Sinnes, Pete Northard, Rick Wylie, Rob Zoschke, Mark Schuster, Ron Kane, Mary
17 Smythe, Kim Erzinger, Jackson Par and six other individuals.

18
19 **Comments, correspondence and concerns from the public:**

20 Lienau asked if anyone wished to comment regarding a non-agenda item.

21
22 Chris Rischke indicated that it is her understanding that *Midwest Sunsplash* will be conducted in
23 the Village on August 7 and 8, 2015 and asked if someone could please describe that festival in
24 detail. Jackson explained that *Midwest Sunsplash* will be a reggae, roots and rock fest which will
25 be conducted in conjunction with the Festival of the Arts. Complete information regarding the
26 festival schedule and activities can be accessed at <http://midwestsunsplash.com>. For the duration
27 of the festival a “zero tolerance” policy will be adhered to with respect to any and all illegal
28 activities, and drug use and underage drinking will strictly be prohibited. Further, all Village and
29 State laws will be enforced, and, to that end, there will be security personnel on site.

30
31 Rischke asked if *Midwest Sunsplash* is what Village officials originally envisioned when they
32 talked about sponsoring a “big” special event once the Performance Pavilion was completed.
33 Jackson responded that Village officials wanted some sort of special event to be conducted at the
34 Performance Pavilion during the upcoming season so that they could show everyone that even
35 though construction is going on and things may not necessarily “be pretty” in Sister Bay, “the
36 Village is still open for business”, and shops and businesses are all accessible.

37
38 Rischke asked if the beach will be in its current condition in August. Jackson responded, “We
39 hope not”, and explained that the work on the Beach Project is totally weather dependent.

40
41 Rischke asked what the attendance numbers for *Midwest Sunsplash* are projected to be, and
42 Jackson responded that the exact number is unknown at this time. To date there have been “zero”
43 pre-sales, but the estimated number of attendees which was shown in the grant application was
44 2,000.

45
46 Rod Sinnes asked if *Midwest Sunsplash* will be a one-time event, and Jackson responded that a
47 “wait and see” approach will be taken with respect to that question. If this year’s event is
48 successful it is possible that another grant application may be submitted for a similar event in the
49 future. Lienau noted that before any other large events are scheduled Village officials will
50 carefully evaluate all aspects of *Midwest Sunsplash*. Budgetary constraints will also have to be

1 taken into consideration.

2
3 Pete Northard, the Manager of Pheasant Park, stated that he is a member of the Convention
4 Bureau in Milwaukee. Before any new events are conducted in Milwaukee the local motel/hotel
5 owners are always asked to provide input, and he believes that should have happened here. To
6 Northard's knowledge none of the managers or owners of local lodging establishments were
7 consulted when plans were being made for *Midwest Sunsplash*. Instead, the decision was made to
8 allow camping at the Sports Complex during "the peak season", which will quite likely disturb a
9 number of the guests who are staying at local lodging establishments which are in close proximity
10 to the Sports Complex. It is Northard's opinion that an event such as *Midwest Sunsplash* should
11 have been conducted during the "off season" as that is when business owners would appreciate
12 having additional business.

13
14 Dawn Welter indicated that she is very concerned about the fact that Village officials will be
15 allowing camping at the Sports Complex during *Midwest Sunsplash*. She asked what
16 arrangements have actually been made for security, and Jackson responded that Deputies from the
17 Door County Sheriff's Department as well as security guards from a private security company
18 will be doing patrols and taking enforcement action for the duration of the festival.

19
20 Welter noted that she believes an event of this magnitude takes a tremendous amount of planning,
21 and much more time should have been devoted to the whole planning process before an actual
22 date was set.

23
24 Lienau responded that it is his understanding that the members of the SBAA Board of Directors
25 and the Marketing Committee felt the stated dates would be preferable, as an event such as
26 *Midwest Sunsplash* should complement *The Festival of the Arts*, which is scheduled for Saturday,
27 August 8, 2015.

28
29 Sandy Sinnes indicated that she and all the other residents of Woodcrest Village are very
30 concerned about the fact that primitive camping will be allowed out at the Sports Complex as
31 there is potential for a number of problems to arise in their neighborhood.

32
33 Judith Stevenson stated that she is very concerned that amplified music will be allowed during
34 *Midwest Sunsplash*. There are a number of people who live in close proximity to Waterfront Park,
35 and amplified music will be quite disruptive.

36
37 Rob Zoschke, who is the Manager of the Yacht Club at Sister Bay, stated that he "seconds" all of
38 Northard's comments. He also stated that he believes the first weekend in August is "the absolute
39 worst time" to plan an event such as *Midwest Sunsplash*. He was at a meeting where Clove stated
40 that the main reason an event such as *Midwest Sunsplash* was even being considered was to raise
41 revenues for the Village so taxes wouldn't have to be raised. He also recalls that Clove stated the
42 main revenue driver at such an event would be alcohol sales. Zoschke believes it is a very bad
43 idea to allow music to be played and alcohol to be sold in Waterfront Park until midnight on a
44 Saturday, and suggested that the regular park closure regulations be adhered to. It is his opinion
45 that if the time limits are relaxed Village officials "will only be asking for trouble".

46
47 Clove stated that he doesn't recall making the comments quite as Zoschke relayed them, and also
48 indicated that it is his understanding that the SBAA would like to be the sole alcohol purveyor at
49 *Midwest Sunsplash*. Jackson and Lienau confirmed that this action is being considered, but noted
50 that a formal written agreement concerning who will pay for product and how profits will be split
51 would have to be executed by representatives of the Village and the SBAA. The final decision as

1 to the provisions of such an agreement would lie with the Marketing Committee as well as the
2 Village Board.

3
4 John Cain stated that he walks in and around the Sports Complex on a regular basis. That facility
5 is adjacent to an orchard, and quite frequently chemical “drift” is present. Also, on occasion there
6 is a horrible stench coming from the Wastewater Treatment Plant, and Cain believes Village
7 officials must take both of these factors into consideration before making a final decision on
8 where festival attendees should be allowed to camp. He is also concerned that the Community
9 Garden will be vandalized by campers, or that produce will be stolen.

10
11 Mary Smythe indicated that she believes Village officials should seriously consider the
12 demographic *Midwest Sunsplash* will attract. Such an event is definitely not something she or any
13 of her friends and visitors would consider attending.

14
15 Zoschke reiterated Smythe’s comments about demographics and pointed out that a number of
16 “grandparents” live in or visit Sister Bay on a regular basis. He stressed that persons in that age
17 group regularly spend a considerable amount of money in and around Sister Bay on themselves as
18 well as their children and grandchildren, and he firmly believes those persons’ wants and needs
19 must be taken into consideration. Zoschke contends that many times grandparents are the only
20 ones who spend money in the Village when families are up here.

21
22 LeRoy Schram stated that he is not opposed to *Midwest Sunsplash* being conducted, but is
23 definitely opposed to the fact that Village officials are even considering allowing primitive
24 camping within the Village limits as a number of problems could arise.

25
26 Lienau asked if anyone else wished to comment regarding a non-agenda item, and when no one
27 responded he thanked all those present for attending this meeting. He also noted that no
28 correspondence had been received.

29
30 **Approval of Agenda:**

31 *A motion was made by Clove, seconded by Baker that the Agenda for the June 3, 2015 meeting of*
32 *the Parks Committee be approved as presented. Motion carried – All ayes.*

33
34 **Approval of minutes as published:**

35 *A motion was made by Clove, seconded by Baker that the minutes for the May 6, 2015 meeting of*
36 *the Parks, Properties & Street Committee be approved as presented. Motion carried – All ayes.*

37
38 **Business Items:**

39 **Item No. 1. Discussion regarding the designated silent sports launch area in Waterfront**
40 **Park and the designated location for silent sports contractors to do business out of that**
41 **location; consider a motion for action if necessary:**

42 Jackson explained that he and Rick Wylie and Mark Schuster of Bay Shore Outdoor have had a
43 considerable amount of dialogue concerning the preferred location for the commercial silent
44 sports business operations. Basically three temporary options have been considered – The old
45 beach area, the west end of the beach next to the rock groin, and the middle of the new beach.
46 (The west end of the beach, next to the rock groin was where the commercial operations had been
47 conducted in the past.) A permanent location will be designated for the commercial silent sports
48 business operations once all the work on the Beach Reconstruction Project has been completed.

49
50 Doersching noted that she believes the west end of the beach, next to the rock groin is preferred
51 and is the most safe. The other two areas are way too crowded.

1 Rick Wylie stated that he and his associates want to conduct their business operations out of their
2 former location, and asked why Village officials only want to designate a temporary location at
3 this time. A number of years ago Village officials approached him about doing business in
4 Waterfront Park, and he would like some sort of guarantee as to what location he will be using on
5 a long term basis as he will have to expend a considerable amount of money on watercraft and
6 appurtenances which are suited for whatever location is designated for his use.

7
8 Lienau responded that Village officials want to provide long term placement for the commercial
9 quiet craft operations ASAP, but do not believe it would be prudent to designate a permanent
10 location now as it is simply too difficult to visualize what the beach will look like when
11 everything is done or know what areas will get the most use.

12
13 At 3:05 P.M. the Committee members and several of those who were present walked down to the
14 beach and actually viewed all three of the previously mentioned locations. They returned to the
15 Performance Pavilion at 3:29 P.M.

16
17 *A motion was made by Doersching, seconded by Baker that the designated temporary location for*
18 *the silent sports commercial operations is the west end of the beach, next to the rock groin. That*
19 *location designation is renewable, subject to approval of a written contract with a commercial*
20 *silent sports vendor. Motion carried – All ayes.*

21
22 **Item No. 2. Presentation of artifacts which were found on the Old Blacksmith Shop Site in**
23 **Waterfront Park by the State Archaeologist; consider a motion to indefinitely loan said**
24 **artifacts to the Sister Bay Historical Society for display:**

25 The State Archaeologist found a number of artifacts on the Old Blacksmith Shop Site in
26 Waterfront Park, and those items have all been turned over to the employees in the Village
27 Office. The members of the Sister Bay Historical Society Board of Directors have indicated that
28 they would like to have the artifacts.

29
30 *A motion was made by Clove, seconded by Doersching that the artifacts which were found on the*
31 *Old Blacksmith Shop Site in Waterfront Park by the State Archaeologist shall all be turned over*
32 *to the Sister Bay Historical Society. Motion carried – All ayes.*

33
34 **Item No. 3. Presentation of a Change Order for a reclaimed sidewalk at the Sister Bay**
35 **Beach:**

36 Jackson explained that he had received plans depicting the location of a reclaimed sidewalk at the
37 Sister Bay Beach via e-mail and attempted to print hard copies of those plans, but encountered
38 technical difficulties. Basically the brick pavers will be removed from the parking lot on the
39 former Helm's property and repurposed as a 3' wide walkway on the beach side of the rain
40 gardens. [Later Jackson was able to report that the DNR had actually approved a 6' walkway.]

41
42 Lienau indicated that he would actually like to view the plans Jackson had referred to, and,
43 therefore, it was the consensus that this agenda item shall be tabled and re-addressed at the
44 Village Office at the end of the meeting.

45
46 *A motion was made by Lienau, seconded by Baker that Agenda Item No. 3 – Presentation of a*
47 *Change Order for a reclaimed walkway at the Sister Bay Beach, shall be tabled until the end of*
48 *this meeting and re-addressed at the Village Administration Office so that the Committee*
49 *members will have an opportunity to review the digital version of the revised Beach plans.*
50 *Motion carried – All ayes.*

51

1 **Item No. 5. Report from staff on parks and properties activities:**

2 Mann gave an oral report regarding the following issues:

- 3
- 4 • The Maintenance Department employees have been working very hard on the site
 - 5 restoration work in the downtown area.
 - 6 • At the present time there is a “skeleton crew” working in the Maintenance
 - 7 Department as two employees are off on medical/workmen’s comp. leave.
 - 8 • Ron MacDonald informed Mann that he has been having back troubles, and he also
 - 9 stated that he and his family members are no longer active in the Skate Park Group.
 - 10 Therefore, he will no longer act as the project leader when the skate park equipment
 - 11 is taken out of storage and re-assembled on the cement slab at the Sports Complex.

12

13 *Lienau pointed out that the Village had agreed to purchase skate park equipment*

14 *and see that it was placed at the Sports Complex on the condition that the members*

15 *of the Skate Park Group would attempt to raise matching funds and provide*

16 *assistance with seasonal placement of the equipment. The Committee members*

17 *indicated that there are still kids who use the skate park equipment, and, therefore,*

18 *the suggestion was made that the employees in the Village Office attempt to contact*

19 *the other members of the Skate Park Group to see if they would be willing to help*

20 *with seasonal installation of the equipment. If no one else from the group is willing*

21 *or able to help, assistance shall be solicited from the members of the Sturgeon Bay*

22 *Skate Park Group or one of the service groups at Gibraltar High School.*

23

24 *The Committee members publicly thanked Mann and the other Maintenance Department*

25 *workers for all the site restoration work they have done lately, and indicated that they*

26 *believe all of them deserve “At-A-Boys”. They also asked that Mann pass “Get Well Soon”*

27 *wishes on to the ill and injured employees ASAP.*

28

29 Jackson gave an oral report regarding the following issues:

- 30
- 31 • At the last meeting of the Parks Committee a motion was made that a permanent
 - 32 two-rail split rail fence be installed around the special event area depicted on the
 - 33 diagram he had presented. Village and SBAA staff members have voiced concerns
 - 34 that several logistical issues could arise if the designated special event area is
 - 35 utilized, and several people have suggested that if that area is utilized the fencing
 - 36 around it be constructed in such fashion that it is removable. He now believes it
 - 37 would be better to install and/or repair a three-sided semi-permanent split rail fence
 - 38 on the west side of Mill Road, around the perimeter of the old Helm’s Cottage Lot.

39

40 *Discussion took place regarding this issue, and it was eventually the consensus that*

41 *a three-sided semi-permanent split rail perimeter fence shall be installed around the*

42 *old Helm’s Cottage Lot.*

43

44 *At 3:50 P.M. a brief recess was taken and the Committee members traveled out to the sledding*

45 *hill at the Sports Complex. They reconvened at that location at 3:58 P.M.*

46

47 **Item No. 4. Discussion regarding completion of the sledding hill and utilization of that**

48 **apppurtenance for *Midwest Sunsplash*:**

49 Most of those who were present climbed the sledding hill, and Jackson described the finish work

50 which still has to be completed. Concerns were voiced about the close proximity of the sledding

1 hill to the road, and Jackson noted that the hill will be re-graded, so it won't be so close to the
2 road. Any and all other safety concerns will be addressed when the finish work is done. He also
3 noted that the hill will be much more aesthetically pleasing when it is finished as it will be
4 covered with black dirt and seeded.

5
6 *At 4:10 P.M. another brief recess was taken and the Committee members went over to the*
7 *baseball field parking area. They reconvened in that location at 4:20 P.M.*

8
9 **Item No. 7. Discussion regarding the logistical issues associated with the use of the Sports**
10 **Complex for *Midwest Sunsplash*; consider a motion for action if necessary:**

11 Jackson explained that the area where the Committee members were standing was the proposed
12 camping area for *Midwest Sunsplash*. Individual campfires won't be allowed in the camping area,
13 a sufficient number of Port-A-Potties will be on-site, and security will be provided in that
14 location.

15
16 Mann pointed out that all campers will have to be off-site by late Sunday morning as The Bays
17 have a home game on August 9, 2015, and Funkhouser indicated that she will pass that
18 information on to the organizers of *Midwest Sunsplash*.

19
20 Doersching indicated that camping has been prohibited in the Village for quite some time, and
21 she does not believe it would be wise for Village officials to take a different stance with respect to
22 that issue for *Midwest Sunsplash* as a number of logistical issues could arise.

23
24 *A motion was made by Clove, seconded by Baker that camping for Midwest Sunsplash shall be*
25 *restricted to the baseball field parking area at the Sports Complex. Motion carried with*
26 *Doersching opposed.*

27
28 *At 4:40 P.M. a brief recess was taken and the Committee members traveled to the Village Office*
29 *at 2383 Maple Drive to view the plans Jackson had referred to earlier. They reconvened at 4:50*
30 *P.M.*

31
32 **Continuation of Item No. 3. Presentation of a Change Order for a reclaimed sidewalk at the**
33 **Sister Bay Beach:**

34 The Committee members jointly reviewed the digital version of the previously mentioned plans,
35 and it was the consensus that it would be preferable if the beach access by the Yacht Club at
36 Sister Bay were shifted to the left. It was also the consensus that the width of the reclaimed
37 sidewalk should be increased to 4'. [Later Jackson was able to report that the DNR had actually
38 approved a 6' walkway.]

39
40 *A motion was made by Baker, seconded by Doersching that DNR officials shall be asked to*
41 *approve a Change Order which states that the western-most access point to the*
42 *Sister Bay Beach shall be shifted further to the west, or toward the rock groin by the Yacht Club*
43 *at Sister Bay. DNR officials shall also be asked to approve a Change Order which states that a*
44 *reclaimed walkway may be placed in the location depicted on the plans which were reviewed at*
45 *this meeting. Motion carried – All ayes.*

46
47 **Item No. 6. Discussion regarding matters to be placed on a future agenda or referred to a**
48 **committee, official or employee:**

49 *Doersching requested that screening for the green electrical boxes which have been installed in*
50 *the downtown area be addressed at a future Parks Committee Meeting. Jackson and Lienau*
51 *responded that WPS officials have informed them that the boxes have to be accessible at all*

1 *times, and, therefore, only low growing flowers can be planted by the boxes. It was the consensus*
2 *that once all the restoration work has been completed in the downtown area, and if there are*
3 *budgeted funds remaining for beautification, the Maintenance Department employees shall see*
4 *that low growing flowers are planted in front of the electrical boxes. Jackson stressed that if WPS*
5 *employees have to access the electrical boxes it is quite likely that the flowers will be trampled,*
6 *and Doersching indicated that she understands but feels this is a risk which must be taken.*

7
8 *Some kids have actually been climbing onto the roof and hanging from the rafters of the*
9 *Performance Pavilion. Obviously safety concerns have arisen, and, therefore, Jackson will see*
10 *that preventive measures are taken ASAP.*

11
12 *Jackson indicated that he intends to contact the owners of a few properties which are in need of*
13 *mowing, and, if necessary, will take enforcement actions.*

14
15 *Doersching voiced concerns about the fact that several of the OPEN flags which are displayed*
16 *around the Village look quite ragged. She would like to see red, white and blue OPEN flags*
17 *displayed at all Village businesses.*

18
19 **Adjournment:**

20 *A motion was made by Clove, seconded by Lienau to adjourn the meeting of the Parks Committee*
21 *at 5:15 P.M. Motion carried – All ayes.*

22
23 Respectfully Submitted,

24 

25 Janal Suppanz,
26 Assistant Administrator
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Janal Suppanz

From: Janal Suppanz
Sent: Tuesday, June 30, 2015 12:50 PM
To: 'Amy Jacobs'
Subject: RE: Concert cancelled

Hi Amy:

I'm sorry to hear that the boys decided to cancel their concert. If they change their minds and would like the Committee to consider a different date just let me know.

Have a great holiday weekend!!!!

Janal Suppanz

Assistant Administrator
 Village of Sister Bay
 2383 Maple Drive
 P.O. Box 769
 Sister Bay, WI 54234
 Phone 920-854-4118
 Fax 920-854-9637
janal.suppanz@sisterbaywi.gov



The Village has changed its email server, web site and intranet sites. Please note the new locations and my new email address.

For further information: www.sisterbaywi.gov
 For meeting and official documents: www.sisterbaywi.info
 Sister Bay tourism information: <http://www.CometoSisterBay.com>

From: Amy Jacobs [<mailto:amyj@4coconuts.com>]
Sent: Tuesday, June 30, 2015 10:45 AM
To: Janal Suppanz
Cc: danjacobs987@gmail.com; Steve Jacobs
Subject: Concert cancelled

Hello Janal,
 The boys are cancelling their concert plan. Thank you for your time and patience.
 Amy Jacobs

AGREEMENT BETWEEN VILLAGE OF SISTER BAY & SISTER BAY ADVANCEMENT ASSOCIATION

THIS AGREEMENT is made and entered into by and between the VILLAGE OF SISTER BAY, a public body corporate and politic duly created under the laws of the State of Wisconsin (the "Village") and the SISTER BAY ADVANCEMENT ASSOCIATION, a Wisconsin non-profit, 501(c)6 non-stock corporation (the "Association").

RECITALS

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

WHEREAS, the Association, among other things, provides its members and the Village of Sister Bay with promotional services and events; and

WHEREAS, the Village is willing to provide a financial contribution to the Association to assist in facilitating commerce, promote tourism, recreation and promote and support capital investment in the community. Under and pursuant to the terms, conditions, limitations and provisions of this Agreement through the promotion of SBAA members and the amenities of the Village of Sister Bay;

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

ARTICLE I: TERM AND TERMINATION

Section 1.1 – Term: The term of this Agreement shall be for a period commencing as of the effective date of signature hereof and ending December 31, 2015.

Section 1.2 – Renewal: This Agreement shall not automatically renew but may be renewed upon the mutual agreement of the Parties hereto.

Section 1.3 – Termination: This agreement may be terminated by either party hereto at any time upon 180 days prior written notice to the other party. No further funding will be paid by the Village to the Association after the 180 day notice period terminates.

ARTICLE II: PROMOTIONAL SERVICES

Section 2.1 – General Statement of Services: The Association shall in a professional and businesslike manner promote the artistic and cultural heritage through producing events in such manner as the Association shall determine subject to the terms, conditions, limitations and provisions of this Agreement.

Section 2.2 – Promotion and Event Production: Subject to annual approval by the Village, the Association shall carryout promotion and the production of events, such as, but not limited to shows, exhibits, plays, music, events, dance events, storytelling and festivals during the term of this Agreement. Such events may be held on property controlled or owned by the Village and at such locations as shall be approved by the Village Parks, Properties and Streets Committee.

For this contract year, the Association agrees to continue to sponsor their promotional events, including, but not limited to the following:

- Sip and Savor/Paddlefest
- Door County Festival of Fine Arts
- Fall Fest
- Capture the Spirit

Section 2.3 – Promotion Through Visitor Services: The Association shall operate a Visitor Center in a facility located in the Village of Sister Bay. Services rendered through the Visitor Center shall include but not be limited to production of publications, distribution, administrative, and other activities related to the operation and provision of services related to tourism development, enhancement and promotion of SBAA Members and the Village of Sister Bay.

Section 2.4 – Membership: The Association shall include and market the amenities of the Village of Sister Bay in such annual marketing materials as the Sister Bay brochure and website, amenities identified as the Sister Bay Marina, the Sister Bay Waterfront Park, the Sister Bay Stage, Village Hall, Sports Complex, Ice Rink, Library and other facilities owned or controlled by the Village of Sister Bay. Individual units of business owned or controlled by the Village may, at their discretion, become individual members of the Association and receive the additional privileges and promotional services as other individual business members.

Section 2.5 – Leverage of local Funds: The Association shall make every effort to maximize funds under its control in order to enhance and expand its own operations, staffing capabilities, number and size of events, market reach and penetration. The Association shall make at least one grant application annually to support existing or new event development/promotion. The Association shall actively seek additional sponsorship and grant opportunities, including regional and national brand sponsors for Sister Bay Events.

ARTICLE III: USE OF PUBLIC FACILITIES

Section 3.1 – Use of Public Facilities: For purposes of the provisions of Section 2.2 of this Agreement, the Village shall, upon prior notice, make available facilities and improvements for Association use. The Association shall, by March 1, provide a list of dates for promotional events to be held in/on Village facilities by the Association. Reservations shall be made in advance with priority given to events hosted by the Association.

Section 3.2 – Waterfront Park, Sister Bay Stage, and other Village Facilities: The use and availability of space and facilities in the Village of Sister Bay by the Association for events sponsored in whole or in part by the Association shall be subject to the following site specific restrictions and limitations:

(a) Performances and Displays: Public performance events may begin no earlier than 8 a.m. and conclude no later than 9 p.m. Set up for the event may not begin earlier than 6 a.m. and take down must be concluded by no later than 12:00 a.m. (midnight). Any exceptions may and must be granted by the Village Parks, Properties and Streets Committee.

Section 3.3 – Fees: For events sponsored in whole or in part by the Association under this Agreement, the Village shall provide access to, and use of, Village Facilities without fee.

Section 3.4 – Wristbands: Festival attendees of legal age consuming alcohol during festivals organized and operated by the Association shall be wristbanded while consuming alcohol on Village controlled property (State or local rights of way, public parks/facilities, public parking lots, and properties with control agreements with the Village). Attendees

must provide proof of identification to verify legal age. The Association shall be responsible for ensuring that businesses and vendors in the event area comply with this provision for events operated by the Association. Wristband use will be enforced at the following events organized and operated by both the Association and the Village:

Sister Bay Car & Cycle Show
 Sip & Savor
 Independence Day celebration
 Midwest SunSplash
 Marina Fest
 Fall Fest

Section 3.5 – Signage: For events sponsored in whole or in part by the Association under this Agreement, the Village shall provide access to and the use of the designated temporary banner locations located throughout the Village without fee or charge. Where practical, the Village and Association shall jointly produce and share costs of co-located banners where and when events produced by the Association and Village fall on similar days.

ARTICLE IV: INSURANCE AND INDEMNIFICATION

Section 4.1 – Insurance: The Association agrees, both generally and specifically with respect to the services to be provided hereunder, that it will procure and maintain insurance against such risks in such amounts as are customarily insured for such services. Such insurance shall be obtained by purchasing and maintaining in place during and for such time as it has an obligation to the Village under this Agreement a policy or policies of insurance issued by licensed and reputable insurance companies authorized and qualified to underwrite such risks. The Association shall further require all contractors, co-sponsors of events or others with whom it may partner in connection with the promotional services to be provided hereunder, to have, carry and maintain general liability and workers compensation insurance coverage consistent with the nature and extent of such third party's interest and involvement in any project or event arising under this Agreement. The Association shall name the Village of Sister Bay as additionally insured. In turn, the Village will procure and maintain its own insurance, against such risks in such amounts as are customarily insured for such services.

ARTICLE V: Annual Contribution

Section 5.1 – Annual Contribution:

- Direct Contribution: FIFTY THOUSAND and 00/100 (\$50,000.00) DOLLARS
- Other remuneration including: continued event support for traffic control, signage, solid waste removal from event grounds, Village Utilities on event grounds (where available) and use of the Gateway Park Visitor Center.

Section 5.2 – Payment: The Association shall receive payment from the Village quarterly upon submission and review of Association financial statements. The Association shall provide documentation such as: quarterly budget reports, statement of expenses, or written report of activities to date.

Section 5.3 – Annual Reporting: The Association shall report to the Village on an annual basis (submitted by February 1) the success of the events sponsored in the previous year by SBAA under this agreement. This report will include: event revenue, expenses, traffic counts using the Village's traffic counter, and an observation summary of weather per event.

ARTICLE VI: MISCELLANEOUS PROVISIONS

Section 6.1 – Amendments: This Agreement supersedes all prior agreements. No modification, alteration or amendment to this Agreement shall be binding upon either party hereto until such modification, alteration or amendment is reduced to writing and signed by both parties hereto.

Section 6.2 – Governing Law and Venue: This Agreement and the rights of the Parties hereunder shall be interpreted and enforced in accordance with the laws of the State of Wisconsin.

Section 6.3 – Compliance with Laws and Orders: In providing the promotional services to be provided under this Agreement the Association shall comply with all local, state and federal laws, ordinances and regulations including, but not limited to local traffic laws and regulations, and federal copyright laws.

Section 6.4 – Notices: Notice to either party shall be given to the following:

IF TO VILLAGE: VILLAGE OF SISTER BAY
2383 Maple Dr.
Sister Bay, WI 54234

IF TO ASSOCIATION: SISTER BAY ADVANCEMENT
ASSOCIATION
P. O. Box 351
Sister Bay, WI 54234

Section 6.5 – No Third-Party Beneficiaries: This Agreement does not create any third-party benefits to any person or entity other than the Parties hereto and is solely for the consideration herein expressed.

Section 6.6 – No Assignment: This Agreement may not be assigned by the Association to any third party.

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

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

Section 6.9 – No Joint Venture: No promotional event sponsored in whole or in part by the Association shall at any time be, or be considered, a joint venture by and between the Association and the Village.

Section 6.10 – Entire Agreement: This Agreement contains the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and matters related thereto, and does hereby supersede and render null and void and of no further force or effect any and all prior agreements, drafts of agreements and understanding between the Parties.

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

VILLAGE OF SISTER BAY

BY: _____ Date

Dave Lienau, President, Village of Sister Bay

ATTEST: _____

Christy Sully, Clerk/Treasurer

SISTER BAY ADVANCEMENT ASSOCIATION

BY: _____ Date

Drew Bickford, President, SBAA

_____ Date

Paige Funkhouser, Coordinator, SBAA

EVENT ALCOHOL SALES AGREEMENT between Village of Sister Bay & Sister Bay Advancement Association for Sales of Alcohol at Midwest Sunsplash Music Festival

1.0 Recitals

THIS AGREEMENT made and entered into this ___ day of _____, 2015, by and between Sister Bay Advancement Association hereinafter referred to as “SBAA” and the Village of Sister Bay hereinafter referred to as the “Village”.

SBAA agrees to set up facilities, staff and sell all alcohol sold at the Midwest Sunsplash Music Festival (hereinafter referred to as the “event”) in the Village of Sister Bay for the following purpose, and only on the following dates and times: _____

Purpose(s): Fundraising and participation in “Midwest Sunsplash Music Festival” as an annual event to help make the event successful, provide consistency in vendor relations, provide a pool of people to staff the alcohol vending set up, provide accountability and security in regards to ID checking and sales to people of legal drinking age, and raise funds for SBAA operations.

Date(s): Event – August 7-8, 2015
Set up – begins August 6, and as appropriate
Tear down – August 9 by 5pm

Event Time(s): Gates will open to the public from Friday 4:00 p.m. - 9:00 p.m. and Saturday from 2:00 p.m. - 12:00 a.m.

2.0 Financial

2.1 – Purchase of goods for sale: Purchase and acquisition of all alcohol to be sold, all dry goods needed for sale and distribution (e.g. cups, wristbands, napkins, ice), alcohol service vehicles (such as beer wagons) and coolers, materials for construction of bar/service tables as needed, will be purchased or acquired by the event.

2.2 – Staffing: If necessary, the event will pay for any hourly paid employees required to staff the event bar.

2.3 – Profit distribution: The Village shall recover the first \$15,000 in monies (recovery amount) from the event, regardless of funding source, before any monies will be paid to SBAA for **gross** alcohol sales. The determination of recovery will be determined on a proportional percentage basis from all sources, including ticket sales, sponsorship, vendor space and alcohol sales. These 4 revenue areas will pay the \$15,000 on a proportional percentage basis. Example: If 40% of **gross** revenue at the event comes from ticket sales, then 40% of the \$15,000 (a sum of \$6000.00) will be paid from that revenue source to the Village for recovery on its invested funds, with the other categories returning proportionally the balance of the \$15,000 (in this example, a remaining \$11,000). After the Village has recovered its initial \$15,000 in monies, SBAA is entitled to 50% of all **net** alcohol sales, with the other 50% being paid to the promoters of Midwest Sunsplash through the Village, per the contract with promoters.

SBAA will have a period of 5 business days to make payment to the Village for these monies, once notice is given on the proportional percentage recovery amount.

3.0 Vendors

SBAA will provide proof of applicable State and County licenses or permits for Sales and Use tax and Certified Beverage Server certifications, and of liability insurance.

4.0 Administration

The Village will manage and pay for set up, tear down and cleaning costs related to all non-entertainment related aspects of the event in coordination with the SBAA, as well as waive all facility fees related to the event. Village will provide adequate waste disposal, toilet, water and facilities before, during and after the event. The Village will provide adequate electrical for event needs. Village will coordinate the needed lighting in affected area as needed for safety during the event in areas not lit by the stage.

The Village will coordinate minimum security as necessary to protect the event and attendees or per local ordinances for public safety; per the agreement with the Promoter.

The Village will arrange for rental of barricades or other fencing that is required for this event. Location will be subject to final plan mutually agreed upon prior to event.-The fund will pay for expenses associated with this paragraph according to agreement with Promoter.

Village shall provide an emergency plan which could include a first aid station equipped with Emergency Medical Technicians on standby throughout the scheduled event hours if needed, the fund will pay for expenses associated with this paragraph according to agreement with Promoter.

Portable generators or electric service will be provided by the Village if necessary to provide all electrical service required for stage and sound; the fund will pay for expenses associated with this paragraph according to agreement with Promoter. User will ensure that installation of generators does not affect the community near the park with either noise or fumes.

Village will provide public liability and property damage insurance for its premises to indemnify the Village. The SBAA is responsible for providing adequate event insurances for the activities it participates in.

The Village and SBAA agree to hold and save each other harmless from all claims, costs, loss, or damage of any kind or nature whatsoever arising out of the scheduled event which may be sustained by reason of Acts of God, or Terrorism.

IN WITNESS WHEREOF, the parties have signed this Agreement on the year and day first above written.

SBAA

Drew Bickford

Paige Funkhouser

VILLAGE

Shane Solomon, Chair, Marketing Comm.