



BOARD OF TRUSTEES MEETING AGENDA

Monday, April 14, 2014 at 6:00 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

Roll Call

Approval of minutes as published

Comments and Correspondence

Deviations from the agenda order shown may occur.

New Business Items

1. Swearing in of Newly Elected Trustees.
2. Discussion and consider a motion to approve Resolution 283-041414, Mutual Aid Box Alarm Service.
3. a) Discussion and consider a motion to allocate funds for various major projects.
b) Discussion and consider a motion to approve proposals for Village Hall/Boathouse laterals, street repairs, and downtown development.
4. Discussion and Public Hearing; consider a motion to approve Ordinance 222-041414, Amending and Recreating Sections of Chapter 18, Exemptions; Direct Sales.
5. Discussion and Public Hearing; consider a motion to accept the recommendation of the Fire Chief and approve Ordinance 223-041414, Amending and Recreating Sections of Chapter 22, Fire and Explosive Hazards.
6. Discussion and Public Hearing; consider a motion to approve Ordinance 224-041414, Amending and Recreating Sections of Chapter 30, Loud Noises Prohibited.
7. Discussion and Public Hearing; consider a motion to approve Ordinance 225-041414, Amending and Recreating Sections of Chapter 66, Other on/off premise signs with permit.
8. Discussion and Public Hearing; consider a motion to approve Ordinance 226-041414, Amending and Recreating Sections of Chapter 66, Use Restrictions, Temporary Uses.
9. Consider a motion to approve Resolution 285-041414, Wireless Telecommunications Site License with Door County Broadband LLC.
10. Consider a recommendation of the Plan Commission to approve Ordinance 227-041414, An amended Development Agreement with Properties of Sister Bay (Wild Tomato).
11. Consider a motion to accept a proposal from Robert E. Lee and Associates for the Utilities CMOM Program.
12. Report on County activities from the County Supervisor, Dave Lienau.
13. Review of the financial statements and consideration of a motion to approve the monthly bills.
14. Discussion regarding matters to be placed on a future agenda or referred to a Committee, official or employee.

Committee Reports (Committees may approve the minutes of their meetings that are presented in unapproved form.)

- | | | |
|----------------------|------------------------------|--------------------------|
| 1. Administrative | 2. Bay Shore Oversight | 3. Coastal Byways |
| 4. DCEDC | 5. Economic Development | 6. Finance |
| 7. Fire | 8. Fire District Exploratory | 9. Historical Society |
| 10. Library Building | 11. Marina and Marina Fest | 12. Parks |
| 13. Personnel | 14. Plan | 15. Comm / Tech |
| 16. SBAA | 17. Teen Center | 18. TZC |
| 19. Utility | 20. Admin and Comp Oversight | 21. Waterfront Oversight |

Adjournment

Public Notice

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

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible preferably a minimum of 48 hours. For additional information or to request this service, contact the Sister Bay Village Administrator at 854-4118, (FAX) 854-9637, or by writing to the Village Administrator at the Village Administration Building, 2383 Maple Drive, PO Box 769, Sister Bay, WI 54234. Copies of reports and other supporting documentation are available for review at the Village Administrator's Office, Administration Building, 2383 Maple Drive during operating hours. (8 a.m. – 4 p.m. weekdays).

1 **VILLAGE OF SISTER BAY BOARD OF TRUSTEES MEETING MINUTES**
2 **TUESDAY, MARCH 18, 2014**
3 **SISTER BAY-LIBERTY GROVE FIRE STATION – 2258 MILL ROAD**
4 **UNAPPROVED VERSION**
5

6 The March 18, 2014 meeting of the Village of Sister Bay Board of Trustees was called to order
7 by Village President Dave Lienau at 6:04 PM.

8
9 **Present:** President Lienau and Trustees Pam Abshire, Scott Baker, John Clove, Pat Duffy,
10 Donna Scattergood and Shane Solomon.

11
12 **Staff Members:** Village Administrator Zeke Jackson, Finance Director Juliana Neuman, and
13 Janal Suppanz, Administrative Assistant.

14
15 **Others:** Laddie Chapman and Virginia Phelan
16

17 **Approval of minutes as published:**

18 **As to the minutes for the February 11, 2014 meeting of the Village Board:**

19 *A motion was made by Clove, seconded by Solomon to approve the minutes for the February*
20 *11, 2014 meeting of the Village Board as presented. Motion carried - All ayes.*
21

22 **Comments and Correspondence:**

23 Lienau asked if anyone in the audience wished to address a non-agenda item. No one
24 responded. He then pointed out that a thank you letter from the Door County Film Fest
25 Committee, as well as a thank you letter from Scandia Village for a donation which had been
26 made in memory of George Kuftrin, and an excerpt from the February edition of the DOA Local
27 Government Report were included in the meeting packets.
28

29 **New Business Items:**

30 **Item No. 1. Consider a motion to approve Resolution No. 282, which supports SB 566,**
31 **relating to the statewide 9-1-1 emergency telecommunications system:**

32 Senate Bill 566, (SB 566), addresses how 9-1-1 emergency telecommunications systems are
33 funded and operated. If adopted, SB 566 will eliminate fees on telephone land lines only, and
34 fees will be imposed on all telecommunications lines. This funding mechanism is similar to
35 how other states fund 9-1-1 operations. SB 566 does limit counties to one 9-1-1 center for
36 funding purposes. This has been opposed by the League of Municipalities on the premise that
37 funding for larger municipalities would be restricted. NRS and Emergency Management best
38 practices indicate that a single point of contact per county is optimal, and allows for broader
39 coordination of local government resources. The Door County Board of Supervisors and the
40 Fire Board have already gone on record as supporting SB 566.
41

42 *A motion was made by Duffy, seconded by Baker that the Village Board approves Resolution*
43 *No. 282, which supports SB 566, and pertains to the statewide 9-1-1 emergency*
44 *telecommunications system. Motion carried – All ayes.*
45

46 **Item No. 2. Consider a motion to approve Resolution No. 281, adopting a Local Preference**
47 **Purchasing Policy:**

48 The Village regularly purchases a wide variety of goods and services from a number of different
49 vendors. Local purchasing by municipalities has a direct effect on the velocity of money in the
50 community, thereby enhancing the local economy. This need should be balanced with

1 generally recognized best practices related to procurement of goods and services at the lowest
2 possible cost. Many local, state and federal agencies have implemented purchasing policies
3 which reflect the "public good" as opposed to an "absolute financial good", and a draft of a
4 Local Preference Purchasing Policy for the Village of Sister Bay was included in the meeting
5 packets. Basically that agreement states that the Village will give a 10% vendor bid/pricing
6 preference for goods, materials and general services to Sister Bay businesses which have been
7 in existence for at least six months. The policy will not apply to public construction contracts,
8 nor to any other bid processes which would violate the laws of the State of Wisconsin or the
9 Federal Government for competitive bid, prevailing wage, or other mandated requirements or
10 thresholds. It will also not apply to contracts which are funded in whole or in part by other
11 entities such as private donors or other governmental units or agencies, and/or goods or
12 services procured under Intergovernmental Agreements. The Finance Committee has
13 recommended that Resolution No. 281 be approved. The Board members jointly reviewed
14 Resolution No. 281, and during that review some grammatical revisions were suggested.
15 Jackson took note of all of them.

16
17 *A motion was made by Baker, seconded by Abshire that the Village Board passes and adopts*
18 *Resolution No. 281, which establishes a Local Preference Purchasing Policy, as amended.*
19 *Motion carried – All ayes.*

20
21 **Item No. 3. Consider a motion to approve management goals for fiscal year 2014:**

22 Jackson noted that public administration best practices indicate that Municipal Managers
23 should develop a set of goals for staff to execute in the ensuing year. To that end he identified
24 the following management goals for 2014:

- 25 1. Ensure that operational expenditures do not exceed budgeted sums;
- 26 2. Coordinate distribution of Board and Committee minutes with action items among staff
27 members to ensure appropriate staff action;
- 28 3. Require that staff identify, research and produce one external grant application each
29 month to augment local funding of goals and objectives;
- 30 4. Complete major projects as identified by the Board;
- 31 5. Work to develop leadership potential of existing staff members as well as potential new
32 staff members.

33
34 *A motion was made by Duffy, seconded by Solomon that all the management goals which were*
35 *identified by Zeke Jackson for fiscal year 2014 are approved as presented. Motion carried – All*
36 *ayes.*

37
38 **Item No. 4. Consider a motion to approve appointment of Election Inspectors for the Village**
39 **of Sister Bay:**

40 The State Election Board manual states that "the governing body shall appoint election
41 inspectors for a two year term at a regular meeting conducted before December 31 of odd-
42 numbered years." This requirement was complied with, but unfortunately three of the people
43 who were appointed recently informed the Village Clerk that they wish to retire. The Clerk is
44 now recommending that Shirley Adams, Betty Anderson, Bob Anderson, Jackie Hoekstra, Fred
45 Landstrom, Lee Lhost and Doug VanVorous be appointed Regular Election Inspectors for 2014
46 and 2015. She also is recommending that Dwight Anderson, Mary Jo Anderson, Jill Lhost and
47 Carol Sandstrom be appointed Alternate Election Inspectors for that same time period. A
48 typographical error was noted on the list which had been included in the meeting packets, and
49 that information will be passed on to the Village Clerk.

50
51

1 A motion was made by Lienau, seconded by Scattergood that Shirley Adams, Betty Anderson,
2 Bob Anderson, Jackie Hoekstra, Fred Landstrom, Lee Lhost and Doug VanVorous shall all be
3 appointed Regular Election Inspectors for the Village of Sister Bay for 2014 and 2015. Further,
4 Dwight Anderson, Mary Jo Anderson, Jill Lhost and Carol Sandstrom shall be appointed
5 Alternate Election Inspectors for the Village of Sister Bay for that same time period. Motion
6 carried – All ayes.

7
8 **Item No. 5. Report on County activities from the County Supervisor, Dave Lienau:**

9 Lienau gave the following oral report:

- 10
11
- He is happy to report that Dan Williams has been appointed EMS Director;
 - 12 • There were a number of unanticipated retirements on the County level, and, therefore,
13 budget amendments were required;
 - 14 • Chris Hecht was able to obtain a \$1.125 million FEMA communications grant which
15 will allow simultaneous emergency pages to be made, and bids were let for that project.
16 Bay Electronics was the successful bidder, and representatives of that company
17 suggested that the bid specs be amended in such fashion that simulcasting on all four
18 emergency frequencies could occur. The County Board approved the specification
19 amendments, and additional expenditures of up to \$750,000 were authorized by the
20 County Board.
 - 21 • Some Door County municipalities have enacted regulations which allow ATV's to be
22 operated on public rights-of-way.
- 23

24 *The Board members indicated that they believe it is "fantastic" and commendable that Hecht*
25 *was able to obtain such a large grant and thanked him for all his efforts.*

26
27 **Item No. 6. Review of the financial statements and consideration of a motion to approve the**
28 **monthly bills:**

29 A 2013 Year-End Budget Report as well as Payment approval reports for the period February
30 13, 2014 through March 18, 2014 were included in the meeting packets and the Board
31 members jointly reviewed all of those documents.

32
33 *A motion was made by Lienau, seconded by Duffy that the monthly bills totaling \$1,712,321.07*
34 *are all approved. Motion carried – All ayes.*

35
36 **Item No. 7. Consider a motion to adopt Resolution 238, which amends the 2014 Budget for**
37 **the Village of Sister Bay:**

38 At its January 16, 2014 meeting the Village Board approved a contract for the construction of a
39 performance pavilion, stating that "the cost of the pavilion shall not exceed \$485,000, and the
40 Village's contribution for that structure shall not exceed \$50,000." The Finance Committee
41 discussed this issue and has recommended that up to \$50,000 be taken from the "Helm's Debt
42 Reserve", (a/k/a the "Helm's Beach Reserve"). The "Helm's Debt Reserve" was created in 2010,
43 and was intended to offset costs associated with the purchase of the Helm's property when
44 DNR grant funds were received. With that in mind it seems fitting that up to \$50,000 should be
45 used to leverage the construction of a performance pavilion on that property.

46
47 *A motion was made by Clove, seconded by Baker that the Village Board accepts the*
48 *recommendation of the Finance Committee to reallocate up to \$50,000 of the "Helm's Debt*
49 *Reserve" and, therefore, approves Resolution No. 283, amending the 2014 budget for the*
50 *Village of Sister Bay. Motion carried – All ayes.*

1 **Item No. 8. Discussion regarding updates to the Village's Comprehensive Outdoor Recreation**
 2 **Plan:**

3 **Item No. 9. Discussion regarding a contract amendment with JJR concerning the Knowles-**
 4 **Nelson Grant and other grant opportunities:**

5 A copy of the Village's Comprehensive Outdoor Recreation Plan, which was prepared by JJR,
 6 was included in the meeting packets. Jackson recently had a meeting with DNR representatives
 7 and employees from JJR concerning the possibility of obtaining sizeable grants for the beach
 8 project, and during that meeting it became evident that the Comprehensive Outdoor Recreation
 9 Plan was out of date and needed to be revised, as such a document must accompany several
 10 grant applications. The funding cycle for submission of Knowles-Nelson Stewardship Grant
 11 Applications and related documents is May 1, 2014. In the past JJR was successful in obtaining
 12 grant funds of approximately \$2 million for Village projects.

13
 14 *A motion was made by Clove, seconded by Baker that the Village Board authorizes Jackson to*
 15 *enter into a contract with JJR for updating of the Village of Sister Bay's Comprehensive Outdoor*
 16 *Recreation Plan and authoring of a Knowles-Nelson Stewardship grant application. That work*
 17 *must be completed by May 1, 2014 and the cost of the services provided by JJR shall not*
 18 *exceed \$15,000. Motion carried – All ayes.*

19
 20 **Item No. 10. Discussion regarding matters to be placed on a future agenda or referred to a**
 21 **Committee, official or employee:**

22 *It was the consensus that the following issues should be addressed at a future Village Board*
 23 *meeting(s):*

- 24 1. *Discussion regarding regulations pertaining to operation of ATV's on Village streets.*
 25

26 **Committee Reports:**

27 **(1) Administrative Committee/Public Relations Committee**

28 The Administrative/Public Relations Committee has not met recently.
 29

30 Public service announcements concerning the detours and potholes and the fact that "the
 31 Village is open for business and accessible" will be airing on local radio stations soon. Jackson
 32 obtained a copy of one of those ads, which features Terry Vogel, the Sheriff of Door County,
 33 and it was played aloud. A detour map which is representative of the entire community has
 34 also been prepared and distributed. The Board members indicated that they are happy to see
 35 that a light-hearted approach is being taken to the situation at hand and like the radio ad very
 36 much.
 37

38 **(2) Bay Shore Drive Reconstruction Oversight Ad Hoc Committee**

39 The Bay Shore Drive Reconstruction Oversight Ad Hoc Committee has not met recently.
 40

41 **(3) Communication and Technology Committee**

42 The Communication and Technology Committee has not met recently. The next meeting of that
 43 Committee has been scheduled for 2:00 P.M. on April 24, 2014.
 44

45 **(4) Door County Coastal Byways Commission**

46 No action based on the minutes which were included in the meeting packets. Since the
 47 Village's Coastal By-Ways kiosk will not be erected until work is completed on the highway
 48 reconstruction project it will be displayed on a float which is sponsored by the Door County
 49 Coastal Byways Commission and will appear in a number of parades throughout the County.
 50 The float was entered in Sturgeon Bay's St. Patrick's Day Parade, and Baker distributed photos
 51 of it.

- 1 **(5) DCEDC**
2 No action based on the minutes which were included in the meeting packets. The DCEDC
3 Annual Meeting will be conducted on April 14, 2014 at Stone Harbor Resort in Sturgeon Bay. If
4 any of the Board members are interested in attending that meeting they should contact Jackson.
5 The City of Sturgeon Bay has been officially designated as a "Coast Guard City".
6
- 7 **(6) Economic Development Committee**
8 No action based on the minutes which were included in the meeting packets.
9
- 10 **(7) Finance Committee**
11 No action based on the minutes which were included in the meeting packets.
12
- 13 **(8) Fire Board and Fire District Exploratory Committee:**
14 No action based on the minutes which were included in the meeting packets. Funding for the
15 new fire truck has been approved.
16
- 17 **(9) Historical Society**
18 The Historical Society met last week but Scattergood was not able to attend that meeting.
19
- 20 **(10) Library Commission**
21 No action based on the minutes which were included in the meeting packets. The next Library
22 Commission Meeting has been scheduled for Tuesday, April 8, 2014 at 1:00 P.M. An error was
23 discovered on a recent propane bill for the Library. That issue is being investigated by the
24 propane distributor.
25
- 26 **(11) Marina Committee and Marina Fest Committee:**
27 No action based on the minutes which were included in the meeting packets. The Marina
28 Committee just met this afternoon. The Committee has been discussing long term and short
29 term goals. There are a few seasonal slips available and Wendy Tatzel is working on getting
30 them filled.
31
- 32 The Marina Fest Committee has not met recently. Planning is ongoing for Marina Fest and
33 revisions will be made to the Marina Fest By-Laws in an attempt to grow the festival and "get
34 heads in beds".
35
- 36 **(12) Parks Committee**
37 No action based on the minutes which were included in the meeting packets.
38
- 39 **(13) Personnel Committee**
40 The Personnel Committee has not met recently.
41
- 42 **(14) Plan Commission**
43 No action based on the minutes which were included in the meeting packets. The Plan
44 Commission will not be meeting in March.
45
- 46 **(15) SBAA**
47 No action based on the minutes which were included in the meeting packets.
48
- 49 **(16) Teen Center Board**
50 A Teen Center Board Meeting was scheduled for March 6, 2014 but there was not a quorum.
51

1 **(17) Tourism Zone Commission**

2 The Tourism Zone Commission met on February 20, 2014 but the approved version of those
3 minutes is not available yet.

4

5 **(18) Utilities Committee**

6 The Utilities Committee will now only be meeting on a quarterly basis, so there were no
7 minutes included in the meeting packets.

8

9 **(19) Administration/Compensation Oversight Committee**

10 No action based on the minutes which were included in the meeting packets. The Committee
11 will be meeting next week.

12

13 **(20) Waterfront Oversight Committee**

14 No action based on the minutes which were included in the meeting packets.

15

16 **(21) Zoning Board of Appeals**

17 No action based on the minutes which were included in the meeting packets.

18

19 **Adjournment:**

20 *A motion was made by Abshire, seconded by Solomon to adjourn the meeting of the Board of*
21 *Trustees at 8:20 P.M. Motion carried – All ayes,*

22

23 Respectfully submitted,



24

25 Janal Suppanz,

26 Administrative Assistant

MAR 13 2014

STATE OF WISCONSIN

CIRCUIT COURT

CORPORATION COUNSEL
DOOR COUNTY

IN THE MATTER OF THE FORECLOSURE
OF TAX LIENS UNDER §75.521, WIS. STATS.
BY DOOR COUNTY, LIST OF TAX LIENS
IN REM NO. 2014

FILED

MAR 11 2014

ORDER APPOINTING
GUARDIAN AD LITEM

CASE NO. 2014-CV-031

CLERK OF CIRCUIT COURT
DOOR COUNTY, WI

Upon reading the Petition, in the above entitled proceeding in rem, from which it satisfactorily appears that under the provisions of §75.521(12) (b), Wis. Stats., it is necessary that a guardian ad litem be appointed to serve for all persons known or unknown who have or may have an interest in the lands described in the list and who are or may be minors or incompetents at the date of filing such list;

NOW, THEREFORE, IT IS ORDERED that

Nina Martel

be and is hereby appointed guardian ad litem to serve for all persons known or unknown who have or may have an interest in the lands described in the list and who are or may be minors or incompetents at the date of filing such list pursuant to §75.521 (12)(b), Wis. Stats.

BY THE COURT,

[Signature]

Honorable D. Todd Ehlers
Circuit Court Branch I

Dated: 3 / 11 / 14

Prepared by
Door County Corporation Counsel
421 Nebraska Street, PO 670
Sturgeon Bay, WI 54235
920-746-2228

COPY

STATE OF WISCONSIN

CIRCUIT COURT

DOOR COUNTY

IN THE MATTER OF THE FORECLOSURE
OF TAX LIENS UNDER §75.521, WIS. STATS.
BY DOOR COUNTY, LIST OF TAX LIENS
IN REM NO. 2014

FILED

MAR 14 2014

CASE NO. 2014-CV-31

CLERK OF CIRCUIT COURT
DOOR COUNTY, WI

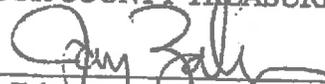
**NOTICE OF COMMENCEMENT OF PROCEEDING IN REM
TO FORECLOSE TAX LIENS BY DOOR COUNTY**

TAKE NOTICE THAT all persons having or claiming to have any right, title or interest in or lien upon the real property described in the list of tax liens, No. 2014, on file in the Office of the Clerk of the Circuit Court of Door County, dated 03/05/14, and hereinabove set forth, are hereby notified that the filing of such list of tax liens in the Office of the Clerk of the Circuit Court of Door County constitutes the commencement by said Door County of a special proceeding in the Circuit Court for Door County to foreclose the tax liens therein described by foreclosure proceeding in rem and that a notice of the pendency of such proceeding against each piece or parcel of land therein described was filed in the Office of the Clerk of the Circuit Court on 03/05/14. Such proceeding is brought against the real property herein described only and is to foreclose the tax liens described in such list. No personal judgment will be entered herein for such taxes, assessments or other legal charges or any part thereof.

TAKE FURTHER NOTICE that all persons having or claiming to have any right, title or interest in or lien upon the real property described in said list of tax liens are hereby notified that a certified copy of such list of tax liens has been posted in the Office of the County Treasurer of Door County and will remain posted for public inspection up to and including 05/30/14 which date is hereby fixed as the last day for redemption.

TAKE FURTHER NOTICE That any person having or claiming to have any right, title or interest in or lien upon any such parcel may, on or before said 5/30/14 redeem such delinquent tax liens by paying to the County Treasurer of Door County, the amount of all such unpaid tax liens and in addition thereto, all interest and penalties which have accrued on said unpaid tax liens, computed to and including the date of redemption [contact County Treasurer to ascertain redemption amount], plus the reasonable costs that Door County incurred to initiate the proceedings plus the person's share of the reasonable costs of publication or answer the Petition as provided in §75.521(7), Wis. Stats.

DOOR COUNTY TREASURER


 Jay Zahn, County Treasurer

Dated 3-13-14

DOOR COUNTY, WI
RECEIVED

MAR 17 2014

CORPORATION COUNSEL

COPY

STATE OF WISCONSIN CIRCUIT COURT DOOR COUNTY

IN THE MATTER OF THE FORECLOSURE
OF TAX LIENS UNDER §75.521, WIS. STATS.
BY DOOR COUNTY, LIST OF TAX LIENS
IN REM NO. 2014.

AFFIDAVIT

FILED
MAR 14 2014
CLERK OF CIRCUIT COURT
DOOR COUNTY, WI

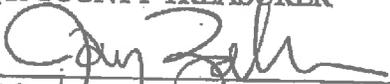
CASE NO. 2014-CV-031

STATE OF WISCONSIN)
)ss
COUNTY OF DOOR)

I, Jay Zahn, being first duly sworn, on oath says:

1. That he is the Treasurer of Door County, Wisconsin.
2. That the Petition and List of Tax Lines was filed with the Door County Clerk of Courts pursuant to the provisions of §75.521, Wis. Stats. on 03/05/14; and posted in the Door County Treasurer's Office on 03/10/14.
3. That the list of tax liens and the statements and dates therein contained, are true and correct according to the records of the office of this affiant.

DOOR COUNTY TREASURER



Jay Zahn, County Treasurer
Dated: 3-13-14

Subscribed and sworn to before me
this March 13, 2014
Marie A. Larson
Marie A. Larson, Notary Public
Door County, Wisconsin
My commission expires 6-12-14

COPY

DOOR COUNTY, WI
RECEIVED

MAR 17 2014

CORPORATION COUNSEL

highwater mark of Lake Michigan; thence along the highwater mark South 54 deg. 21 min. West, 200.0 feet; thence North 30 deg. 23 min. West, 26.3 feet to a stake on the shores of Lake Michigan; thence continue North 30 deg. 23 min. West, 632.4 feet to a stake on the South edge of Hemlock Drive; thence continue North 30 deg. 23 min. West, 25.1 feet to the center of Hemlock Drive; thence along the center of Hemlock Drive North 48 deg. 16 min. East, 120.0 feet to the place of beginning.

PIN 028-15-0010

Tax Year 2010, Sale Year 2011, Bill No. 2157, Cert No. 1159, Lien \$140.65. Owner(s), Mortgagee(s), Lien Holder(s): Richard L. Swedberg; Blanche M. Swedberg; Town of Washington.

Unit 10 in Moorings of Njord Heim Condominium, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Moorings of Njord Heim Condominium", dated the 18th day of August, 1981 and recorded the 8th day of September, 1981 in the Office of the Register of Deeds for Door County, Wisconsin, in Vol. 342 of Records, at Pages 672 through 712, as Document No. 425794 and by a Condominium Plat therefor, and any amendments thereto.

Together with all appurtenant rights, title and interests, including (without limitation):

- a) The undivided percentage interest in all Common elements as specified for such Unit in the aforementioned Declaration;
 - b) The right to use of the areas and/or facilities, if any, specified in the aforementioned Declaration, as Limited Common Elements for such Unit; and
 - c) Membership in the Moorings of Njord Heim Owner's Association, (hereafter the "Owner's Association"), as provided for in the aforementioned Declaration and in any Articles of Incorporation and/or Bylaws for such Owner's Association.
-

PIN 181-00-08312832C

Tax Year 2010, Sale Year 2011, Bill No. 473, Cert No. 1316, Lien \$586.91. Owner(s), Mortgagee(s), Lien Holder(s): Thomas W. Schuyler; Susan M. Schuyler; Village of Sister Bay.

Lot Three (3) of Certified Survey Map No. 1389 recorded in Vol. 8 Certified Survey Maps, Page 176 as Doc. No. 620785, being a correction of Certified Survey Map No. 1380 recorded in Vol. 8 Certified Survey Maps, Page 157 as Doc. No. 620404 in the NW ¼ of the SW ¼ of Section Eight (8), Township Thirty-one (31) North, Range Twenty-eight (28) East, Village of Sister Bay, Door County, Wisconsin.

Together with a non-exclusive access and utility easement as shown on Certified Survey Map No. 1389 recorded in Vol. 8 of Certified Survey Maps, Page 176 as Doc. No. 620785, being a survey in the NW 1/4 of the SW 1/4 of Section 8, Township 31 North, Range 28 East, Village of Sister Bay, Door County, Wisconsin.



Village of Sister Bay

BOARD REPORT

For additional information: www.sisterbaywi.gov

Meeting Date: 04/14/14
Item No.: 2

Recommendation: That the Board accepts the recommendation of the Fire Chief to approve Resolution 283-041414, a Mutual Aid Box Alarm System Agreement.

Background: Emergency management best practices dictate that plans of action should be put into place well in advance of a disaster. Ensuring that aid may be reciprocated from adjoining jurisdictions provides a safety net to our, and other communities for disaster response. This MABAS agreement would allow fire departments to aid other "stricken" units throughout Wisconsin and Illinois in the event of a disaster, emergency, or man-made catastrophe. This agreement is for a 1 year term, automatically renewable unless specifically withdrawn.

Fiscal Impact: None, unless units were deployed in the aid of other departments.

Respectfully submitted,

Zeke Jackson
Village Administrator

ADDENDUM C TO MUTUAL AID BOX ALARM SYSTEM AGREEMENT

RESOLUTION NO. 283-041414

WHEREAS, the Wisconsin Statute 66.0301(2) authorizes any municipality to contract with other municipalities and with federally recognized Indian tribes and bands in this state for the receipt or furnishing of services, such as fire protection and emergency medical services. Such a contract may be with municipalities of another state, as provided in Wisconsin Statute 66.0303(3)(b); and

WHEREAS, the Wisconsin Statute, 323.13.(1)(d), provides that the standards for fire, rescue, and emergency medical services shall include the adoption of the intergovernmental cooperation Mutual Aid Box Alarm System (MABAS) as a mechanism that may be used for deploying personnel and equipment in a multi-jurisdictional or multi-agency emergency response throughout Wisconsin and neighboring states; and

WHEREAS, the Attorney General of the State of Wisconsin must approve any agreement between a Wisconsin municipality and a municipality of another state, and said agreement was approved by the Attorney General of the State of Wisconsin on December 22, 2000; and

WHEREAS, said agreement was submitted to the governor of the State of Wisconsin for his concurrence, which was obtained and later adopted under Wisconsin Statute 66.0303(3) (a) and (b); and

WHEREAS, the Village of Sister Bay Board believes that intergovernmental cooperation for purposes of public safety and protection should be encouraged and that the Mutual Aid Box Alarm (MABAS) Agreement would afford these benefits to county residents by coordinating fire protection and emergency medical services, as recommended in Resolution number _____ Dated _____ ; and

WHEREAS, it is in the best interest of the Village of Sister Bay to enter into the proposed Mutual Aid Box Alarm System (MABAS) Agreement to provide for the coordination of fire protection and emergency medical services in the event of a large scale emergency, natural disaster, or man-made catastrophe.

NOW, THEREFORE, BE IT RESOLVED, that the Mutual Aid Box Alarm System (MABAS) Agreement, a copy of which is attached hereto and incorporated herein by reference, is hereby approved and the Village President and Village administrator, be authorized to execute the same on behalf of the Village of Sister Bay.

Dated this _____ day of _____, 2014

Village of Sister Bay

By: _____
Village President

Attest: _____
Village Clerk

This Signatory certifies that this Mutual Aid Box Alarm System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

Political Entry

President or Mayor, or Chairman

Date

ATTEST:

Title

Date

(Note: Signature page may be modified to meet each individual jurisdiction's official signature(s) requirements.)

**MUTUAL AID BOX ALARM SYSTEM
AGREEMENT**

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the parties hereto have determined because of geographical considerations it is important for Illinois units and Wisconsin units to coordinate mutual aid through the Mutual Aid Box Alarm System for the effective and efficient provision of Mutual aid; and

WHEREAS, it is recognized and acknowledged that emergencies, natural disasters, and man-made catastrophes do not conform to designated territorial limits and state boundaries; and

WHEREAS, the Wisconsin Statute 66.0301(2) authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, such as fire protection and emergency medical services. Such a contract may be with municipalities of another state. (Wis.Stats. 66.0303(3)(b).)

WHEREAS, the State of Illinois has provided similar provisions under the "Intergovernmental Cooperation Act" of 5 ILCS 220/1 et seq.

WHEREAS, Wisconsin Statutes § 66.03125 authorizes fire departments to engage in mutual assistance within a requesting fire department's jurisdiction; and

WHEREAS, 2005 Wis. Act 257 amended § 166.03(2)(a)3 of the Wisconsin Statutes relating to standards for local emergency management programs and as further codified under § 323.13(1)(d), Wis. Stats.; and

WHEREAS, pursuant thereto the Adjutant General of the Department of Military Affairs of the State of Wisconsin is authorized to furnish guidance, develop and promulgate standards for emergency management programs; and

WHEREAS, pursuant thereto the standards for fire, rescue and emergency medical services shall include the adoption of the intergovernmental cooperation Mutual Aid Box Alarm System (MABAS) as a mechanism that may be used for deploying personnel and equipment in a multi-jurisdictional or multi-agency emergency response; and

WHEREAS, pursuant to such authority, Wis. Admin. Code. Chapter WEM 8 was promulgated in order to establish standards for the adoption of MABAS by local governments as a mechanism to be used for mutual aid for fire rescue and emergency medical services; and

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to associate to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster;.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Mutual Aid Box Alarm System (hereinafter 'MABAS') and the covenants contained herein,

THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect

the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Mutual Aid Box Alarm System" (hereinafter referred to as "MABAS"): A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the MABAS Member Units and amended from time to time;
- B. "Member Unit": A unit of local government including but not limited to a county, city, village, town, tribe or band, emergency medical services district, or fire protection district having a fire department recognized by the State of Illinois, or the State of Wisconsin, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of MABAS;
- C. "Stricken Unit": A Member Unit or a non-participating local governmental unit which requests aid in the event of an emergency;
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit;
- E. "Emergency": An occurrence or condition in a Stricken Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be

- adequately handled by the Stricken Unit, so that it determines the necessity and advisability of requesting aid.
- F. "Division": The geographically associated Member Units or Unit which have been grouped for operational efficiency and representation of those Member Units.
- G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS.
- H. "Executive Board": The statewide oversight board of MABAS which is comprised of Division representatives.
- I. "MABAS or 'Mutual Aid Box Alarm System' region" means the WEM regional areas as identified by the Adjutant General under ss. 323.13(2)(a), Stats.
- J. "Chief Officer" means the highest ranking officer within a fire, rescue or emergency medical services unit.
- K. "Incident command system" has the meaning specified in s. 323.02(9), Stats. and follows the guidelines of the National Incident Management System, also known as NIMS.

SECTION THREE

Authority and Action to Effect Mutual Aid

- A. The Member Units hereby authorize and direct their respective Chief Officer or his designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the MABAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Chief Officer, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.

- B. Whenever an emergency occurs and conditions are such that the Chief Officer, Incident Commander or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.
- C. The Chief Officer, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:
1. Determine what equipment, personnel and/or services is requested according to the system maintained by MABAS.
 2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;
 3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of MABAS;
 4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

SECTION FOUR

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel of the Aiding Unit shall report for direction and assignment at the scene of the emergency to the Fire Chief or Incident Commander of the Stricken Unit. The Aiding Unit shall at all times have the right to withdraw any and all aid upon the order of its Chief Officer or his designee; provided, however, that the Aiding Unit withdrawing such aid shall notify the Incident Commander or his/her designee of the Stricken Unit of the withdrawal of such aid and the extent of such withdrawal.

SECTION FIVE

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the Stricken Unit; however, any expenses recoverable from third parties and responsible parties shall be equitably distributed among Aiding Units. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing state and federal laws.

SECTION SIX

Insurance

Each part hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS may require that copies or other evidence of compliance with the provisions of this Section be provided to the MABAS. Upon request, Member Units shall provide such evidence as herein provided to the MABAS members.

SECTION SEVEN

Indemnification Liability and Waiver of Claims

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this

Agreement; provided, however, that such claim is not a result of a malicious act by a party or its personnel, or done by them with an intentional disregard of the safety, health, life or property of another. The Stricken Unit hereby expressly agrees to hold harmless, indemnify and defend the Aiding Unit and its personnel from any and all claims, demands, liability, losses, including attorney fees and costs, suits in law or in equity which are made by a third party that may arise from providing aid pursuant to this Agreement.

All employee benefits, wage and disability payments, pensions and worker's compensation claims, shall be the sole and exclusive responsibility of each party for its own employees provided, however, that such claim is not a result of a malicious act by a party or its personnel, or done by them with an intentional disregard of the safety, health, life or property of another.

SECTION EIGHT

Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory and the Aiding Unit may refuse if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond, however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION NINE

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of their Division and to the Executive Board specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail. In Wisconsin, a copy of such notice shall also be deposited with the Fire Service Coordinator (FSC), Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 220-6049.

SECTION TEN

Effectiveness

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof. In Wisconsin, a copy of such agreement shall be deposited with the Fire Services Coordinator (FSC), Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 220-6049.

SECTION ELEVEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto.

SECTION TWELVE

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

SECTION THIRTEEN

Notices

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the MABAS mailing lists or, to other such addresses as shall be agreed upon.

SECTION FOURTEEN

Governing Law

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Wisconsin.

SECTION FIFTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION SIXTEEN

Executive Board of MABAS

An Executive Board is hereby established to consider, adopt and amend from time to time as needed rules, procedures, by-laws and any other matters deemed necessary by the Member Units. The Executive Board shall consist of a member elected from each Division within MABAS who shall serve as the voting representative of said Division on MABAS

matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective division and shall have all rights and privileges attendant to a representative of that Member Unit. In Wisconsin, the Executive Board shall be constituted as set forth in the Wisconsin State Administrative Code Chapter referenced above.

A President and Vice President shall be elected from the representatives of the Member Units and shall serve without compensation. The President and such other officers as are provided for in the by laws shall coordinate the activities of the MABAS.

SECTION SEVENTEEN

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures and by laws of the MABAS, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION EIGHTEEN

Rules and Procedure

Rules, procedures and by laws of the MABAS shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the MABAS. In Wisconsin, Member Units shall also comply with all requirements of WEM 8 currently in effect and as amended from time to time. In Wisconsin, MABAS policies and general operating procedures shall be available on request without charge from the Fire Services Coordinator (FSC), Wisconsin Emergency Management, 2400 Wright Street, Room 213, P.O. Box 7865, Madison, WI 53700-7865, telephone (608) 220-6049. MABAS policies and procedures may also be accessed from the Wisconsin Emergency Management webpage at <http://emergencymanagement.wi.gov>.

SECTION NINETEEN**Amendments**

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures and by laws of the MABAS as established by the Executive Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to and approves this MUTUAL AID BOX ALARM SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Mutual Aid Box Alarm System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

Political Entry

President or Mayor, or Chairman

Date

ATTEST:

Title

Date

(Note: Signature page may be modified to meet each individual jurisdiction's official signature(s) requirements.)



Village of Sister Bay BOARD REPORT

For additional information: www.sisterbaywi.gov

Meeting Date: 04/14/14

Item No.: 3(a)

Recommendation: That the Board accepts the following recommendations from the Finance Committee to fund upcoming major projects. The Committee's recommendations are as follows:

1. That \$365,000 of the Stewardship grant funds (\$645,995 currently available) be re-allocated from the Waterfront Development line in Capital Project Reserves to cover the Village portion of the current phase of the Bay Shore Drive project, to be completed by June of 2014.
2. That the Beach Expansion project be completed with new grant funds and/or bank loan financing in addition to the remaining Stewardship grant funds (\$280,995).
3. That the proposed Canterbury/Maple bypass road be funded with a re-allocation of \$115,000 from the Fire Truck Reserve account.

Background: The Finance Committee has worked on a number of funding mechanisms for planned public improvements.

1. The Village portion of the current phase of the Bay Shore Drive project includes engineering and stormwater system installation and improvements and will be the first of the above projects to require payment.
2. Administrator Jackson is applying for four separate grants for the Beach Expansion. Smithgroup JJR is preparing the application for the largest of these grants, which could generate a maximum of \$800,000. Baylake Bank has approved a proposal for a loan in the amount of \$650,000 for a term of ten years, with an interest rate fixed at 1.965% for the first five.
3. The Canterbury/Maple bypass will provide a second means of access to and exit from the Scandia Village area as well as an optional detour during the 2015-16 DOT reconstruction of Bay Shore Drive. The Fire Truck Reserve account currently contains \$356,599, of which \$127,761 will be paid out this year for a new truck, leaving a balance of \$228,838. The Fire Board has assured us that no further major equipment purchases are anticipated for the next 10 years.

Fiscal Impact: The Village will deplete substantial sums of cash reserves which were previously allocated to other projects, and may have to take on additional debt in order to fund planned projects.

Respectfully submitted,

Juliana Neuman
Village Finance Director



Village of Sister Bay

BOARD REPORT

For additional information: www.sisterbaywi.gov

Meeting Date: 04/14/14

Item No.: 3(b)

Recommendation: That the Board accepts the following recommendations from the Finance Committee to approve proposals for work related to the Bay Shore Drive project and downtown development. The Committee's recommendations are as follows:

1. To accept Harbor Construction's quote of \$15,800 to install new sewer and water laterals to serve the Village Hall and the Boathouse. The quote does not include the cost of sprinkler repair or blacktop replacement.
2. To accept a quote from the County Highway Department for repairs to Scandia and Woodcrest roads, for a total of \$94,960 with extra gravel for the base.
3. To accept a proposal from Vandewalle and Associates to recruit developers for two important downtown parcels at a cost of \$25,000, with the Village share not to exceed \$15,000.

Background:

1. Plans for the Beach Expansion project require moving the Village Hall/Boathouse sewer and water laterals in order to locate a stormwater outfall near the beach. This work was not included in the Dorner bid because it was originally part of the DOT's Bay Shore Drive reconstruction project. When the DOT project was delayed it became necessary to separate the move of these laterals from that scope of work in order to proceed with the beach project. Dorner has quoted an additional \$18,000 for this work, but Harbor Construction will do it for less.
2. Village roads have taken a beating because of detour traffic and harsh winter weather. Scandia, Woodcrest, and Bluffside are seriously in need of repair. John Kolodziej of the County Highway Department has assessed the condition of our roads and submitted the attached quote. The Village currently has reserves of \$88,606 for street resurfacing as well as \$15,000 in LRIP funds and \$9437 in the 2014 Parks budget for street maintenance. Planning for repairs to Bluffside is incomplete, pending coordination with the DOT.
3. Spending for economic development will eventually be reimbursed by tax increments. In the meantime, two property owners have agreed to contribute at least \$5000 each toward the Vandewalle proposal, with another \$5000 each on successful completion. These agreements will be described in a memorandum of understanding and included in a contract with Vandewalle & Associates.

Fiscal Impact:

1. This work is included in the Village portion of the current phase of the Bay Shore Drive project, with funding as described in Board Report #3(a).
2. Reserve funds are available in the Capital Projects Fund, augmented by LRIP funds and the 2014 budget for street maintenance.
3. A \$15,000 outlay for economic development, to be charged to the TIF District.

Respectfully submitted,

Juliana Neuman
Village Finance Director

Village of Sister Bay Capital Reserve Balances

3(a)

Cumulative Major Project Reserves		opening balance		YTD balance		budget funding		opening balance		proposed re-allocation		YTD balance	
as of 3/31/14		2013		2013		for 2014		2014		2014		2014	
Number	Project	opening balance	2013	added as of 12/31/13	expended	YTD balance	budget funding	opening balance	added	expended	proposed re-allocation	added	YTD balance
03 13	Fire Truck Available	328,980.21		2,086.29		331,066.50	25,000	356,066.50	532.59		-115,000		241,599.09
04 08	Streets Resurfacing	70,605.89				70,605.89	18,000	88,605.89					88,605.89
04 18	Old Fire Station Demolition	50,000.00				50,000.00		50,000.00					50,000.00
04 24	Park Maintenance Bldg	347,698.00				347,698.00		347,698.00					347,698.00
07 46	Waterfront Development'	(6,197.69)			87,473.13	552,324.18	150,000	702,324.18			-365,000		337,324.18
08 50	Trees	6,081.76				0.00		0.00					0.00
09 56	Various Parks Projects	9,987.64				16,069.40	10,000	26,069.40					26,069.40
09 57	Vehicle Replacement	19,711.00				19,711.00	10,000	29,711.00					29,711.00
10 58	Village Hall acoustics & A/C	43,909.32				43,909.32		43,909.32					43,909.32
10 59	Parks Equipment	4,038.40			4,708.99	262.98		262.98					262.98
10 60	Garbage containers	343.48				0.00		0.00					0.00
10 61	Picnic Tables & Benches	590.09				0.00		0.00					0.00
10 64	Johnson Property Acquisition	190,523.95				0.00		0.00					0.00
11 65	OS Election Machine replacement	5,500.00				5,500.00		5,500.00					5,500.00
11 67	Bay Shore Drive reconstruction	38,986.19			89,445.52	140,064.62	50,000	190,064.62			365,000		590,238.49
11 68	Helms Debt Reserves	391,197.00			138,579.00	252,618.00		252,618.00					252,618.00
12 69	Skatepark Polished Slab	20,000.00				20,000.00		20,000.00					20,000.00
12 70	Coastal Byways Kiosk/Grant	17,714.00				17,714.00		17,714.00					17,714.00
12 71	Paperless Meeting Computers	5,000.00			2,716.70	2,283.30		2,283.30					2,283.30
12 72	Redevelopment Planning	2,000.00		5,000.00	41,839.21	-34,839.21		-34,839.21					-34,839.21
13 75	Baseball field improvements	8,800.00			5,357.30	3,442.70		3,442.70					3,442.70
13 76	Trackless snow machine replacement	25,000.00				25,000.00	25,000	50,000.00					76,815.00
14 77	Information/Technology upgrades						30,000	30,000.00					34,194.91
14 78	Marina Capital Projects						25,000	25,000.00					25,000.00
14 79	Cash receipting software						3,700	3,700.00					3,700.00
14 80	Canterbury/Maple bypass	731.70				731.70		731.70			115,000		115,000.00
	Unallocated												
	CIP Interest Income	11,208.46		6,858.06		18,066.52		18,066.52					18,066.52
	TIF Computer Aids	4,153.00				4,153.00		4,153.00					4,153.00
	TIF Stewardship Grant & loan to Marina	645,995.00				0.00		0.00					0.00
13 74 (TIF)	Pavilion/Donations	35,484.04			27,451.54	8,032.50		8,032.50					8,032.50
	TIF Fees	(2,300.00)			150.00	-2,450.00		-2,450.00					-2,450.00
	TIF Other TIF exp.	(14,436.06)			3,255.25	-17,691.31		-17,691.31					-17,691.31
	TIF Interest on Debt	(41,044.00)		16,300.34		-24,743.66		-24,743.66		646.30			-24,097.36
	TIF Transfers Out	(122,888.11)			17,432.46	-140,320.57		-140,320.57					-140,320.57
	Totals	2,097,373.27		30,244.69	418,409.10	1,709,208.86	346,700	2,055,908.86	1,178.89	66,183.78		1,178.89	1,990,903.97



VILLAGE OF SISTER BAY BOARD REPORT

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

Meeting Date: 04/08/2014
Item No. 4

Recommendation: That the Board consider approval of Ordinance 222-041414 to Amend and Recreate Chapter 18.33, Exemptions, Direct Sales.

Background:

This amendment addresses the sale of fireworks by any person, organization or company for a period not to exceed 15 days in connection with the Independence Holiday of July 4. The Parks Committee recommended that only businesses or residents of Sister Bay be allowed to engage in direct sales, and that the number of direct sales tents be limited to 2 in the Village. This provision was also recommended to be sunset in 1 year, with a review before appropriate committees and the Village Board Before Reinstatement.

Sister Bay is a major tourist destination, yet does nothing to celebrate the 4th of July Holiday. Last July 4 weekend, according to data from DCVB, approximately 54,913 cars were inbound to Door County. Gills Rock, Bailey's Harbor, Fish Creek, Egg Harbor, and Sturgeon Bay all promote tourism around the Independence Holiday with paid, professional fireworks shows. Sister Bay did little to differentiate themselves from other communities to attract these visitors, nor to promote the festive atmosphere and hospitality that visitors to Sister Bay have come to expect. Given the recent adverse impacts of reconstruction on retailers and other businesses, an event which enhances traffic and causes Sister Bay to become known for both a distinctive retail opportunity and an event that is unique to Door County could be fortuitous for Village businesses.

State Code §167.10 provides that a permit must be issued to purchasers of fireworks which is location, date, time and product specific. Retail sales of fireworks would be permitted for an event supported by SBAA and attended by the SBLG fire department, located at the Sister Bay Sports Complex.

Letters of support/meeting minutes from both organizations are attached.

Fiscal Impact:

Data derived from distributor information in Traverse City, MI as a comparable, adjusted for population.

	Avg. Spend per Party	# of Parties	Total Cost
Lodging	\$150.00	100	\$15,000.00
Retail, Fireworks	\$90.00	1000	\$90,000.00
Retail, Food Fuel, & Beverages (Event-Trippers)	\$50.00	1500	\$75,000.00
Permits	\$5.00	1000	\$5,000.00
Concessions for Fire/Lions	\$7.50	400	\$3000.00
TOTAL IMPACT:			\$188,275.00

*I have tried to keep estimates conservative for Event Trippers



Public Hearing Notice Amendment to 18.33; Exemptions

The Sister Bay Board of Trustees will hold a Public Hearing at the Sister Bay Fire Station, 2258 Mill Rd, Sister Bay, Door County, Wisconsin on Monday, April 14, 2014 at 6:00 PM or shortly thereafter, for the purpose of considering changes to the Municipal Code. In Summary, the Changes would be:

- Exempt any person, organization or company selling fireworks for a period not to exceed 15 days in connection with the Independence Holiday of July 4th.

Clarification:: Sales to be permitted by the Village for an event sponsored by the Sister Bay Advancement Association and supervised by the Sister Bay/Liberty Grove Fire Department.

The purpose of this public hearing is to allow citizens to express their views on the aforementioned issues. All interested parties are asked to speak or submit correspondence at the meeting.

A copy of the complete proposal is on file at the Village Administrator's office and may be viewed at 2383 Maple Dr. Weekdays between 9:00 and 4:00.

Written Correspondence, including email, will be accepted at the Sister Bay Administration Building, Attention Zeke Jackson, Village Administrator, 2383 Maple Dr, Sister Bay, WI, 54234 (920-854-9637 FAX) until 3:00 PM the day of the meeting. Letters and Correspondence submitted will be available for public inspection during normal business hours until the close of the business on the day of the hearing. Letters will be entered into the record. Anonymous correspondence will not be accepted.

A meeting of the Board of Trustees will be conducted following the hearings on April 14, 2014.

Zeke Jackson
Village Administrator
zeke.jackson@sisterbaywi.gov



Mr. Dave Lienau - President
Sister Bay Village Board - President
Village of Sister Bay, Wi.
54234

Mr. Lienau,

This letter is in regards to the Village of Sister Bays proposed changes to Chapter 22 of the code of ordinances, specifically how those changes relate to the use and sale of Fire Works within the Village.

The Fire Department supports the proposed changes and the positive financial impact it will have on the business in and around the Village.

The Fire Department to the best of our ability will participate and support the events currently being discussed for the 4th of July weekend at the Sports complex. Our intent is to provide Fire Suppression if and as needed, first aid if needed and more importantly we intend to use this event as a community outreach opportunity for the Fire and EMS divisions of the Department.

We also appreciate the opportunity to use this event as a possible fundraiser thru sales of food and non-alcoholic beverages. As discussed with Mr. Jackson we intend to approach the Northern Door Lions club in regards to a possible sharing of the food vending responsibilities and profits.

In closing I would like to again offer my support for the proposed changes in the code and the opportunities these changes will offer the Village, local business and the Fire Department.

Sincerely,

Chris Hecht - Fire Chief



To: Trustees for the Village of Sister Bay
From: Sister Bay Advancement Association
Re: Firework event in the Village

April 3, 2014

Dear Village of Sister Bay Trustees,

The Sister Bay Advancement Association is in full support of an additional event that will help support and promote the business community of Sister Bay. SBAA will assist the event by providing staff time to assist the Village in promoting and advertising the event.

The SBAA Board of Directors strongly encourages the Village to educate and inform the residents of the Village of Sister Bay about the event, the potential economic impacts of such an event, and the emergency, medical, and law enforcement response the Village will provide to curtail any issues, should they arise. Additional education about the involvement of the Sister Bay/Liberty Grove Fire Department and the Sister Bay Lions Club using the event as a fundraiser and educational opportunity is also encouraged.

Sincerely,

Sister Bay Advancement Association Board of Directors
Steve Gomoll, President

ORDINANCE NO. 222-041414

AN ORDINANCE AMENDING AND RECREATING SECTION 18.33 OF THE VILLAGE OF SISTER BAY CODE; EXEMPTIONS

WHEREAS, THE VILLAGE OF SISTER BAY SEEKS TO PROMOTE A UNIQUE TRAVEL EXPERIENCE FOR ITS VISITORS, AND TO OFFER A VARIETY OF RETAIL OPPORTUNITIES TO ITS BUSINESS COMMUNITY, AND;

WHEREAS, THE PLAN COMMISSION RECOMMENDED AN AMENDMENT TO SECTION 66.0302 ALLOWING SALES OF FIREWORKS FROM A TENT FOR A PERIOD NOT TO EXCEED 15 DAYS IN CONNECTION WITH THE INDEPENDENCE HOLIDAY OF JULY 4, AND;

WHEREAS, CHAPTER 18.33 WOULD NEED TO BE AMENDED TO COMPLY WITH THE RECOMMENDATION OF THE PLAN COMMISSION AND PARKS COMMITTEE IN ORDER TO ALLOW DIRECT SALES OF FIREWORKS, AND;

NOW, THEREFORE, LET IT BE ORDAINED THAT: SECTION 18.33 OF THE SISTER BAY CODE OF ORDINANCES IS HEREBY AMENDED AND RECREATED AS ATTACHED.

BE IT FURTHER RESOLVED, THAT THIS ORDINANCE SHALL SUNSET ON APRIL 14, 2015, AND REQUIRE REVIEW BY APPROPRIATE COMMITTEES, COMMISSIONS AND THE VILLAGE BOARD BEFORE REINSTATEMENT.

Section 1 – Other Conflicts

All other Ordinances in conflict herewith are hereby repealed.

Section 2 – Effective Date

This Ordinance shall take effect and be in full force from and after its passage and publication according to law.

Section 3 – Severability

If a Court of competent jurisdiction adjudges any section, clause, provision or portion of this Ordinance unconstitutional or invalid, the remainder of this Ordinance shall not be affected thereby.

Village of Sister Bay

By: _____
David W. Lienau, President

Attest:

Christine M. Sully, Clerk WCPC, MMC

Date Introduced: April 14, 2014

Date Adopted: _____

Publication Date: _____

ARTICLE II - DIRECT SALES

Sec. 18.31 Direct sales prohibited.

Pursuant to Wis. Stats. § 61.34(1), no person other than a permanent merchant shall engage in direct sales within the Village except as set forth in this article.

Sec. 18.32 Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Charitable organization means any bona fide benevolent philanthropic, patriotic or eleemosynary person, partnership, association or corporation.

Direct seller means any person who sells goods, or takes sales orders for the later delivery of goods, at any location, other than the permanent business place or residence of such person, and shall include, but not be limited to, peddlers, solicitors and transient merchants. The sale of good includes donations required by the direct seller for the retention of goods by a donor or prospective customer.

Goods means personal property of any kind, and shall include goods provided incidental to services offered or sold.

Permanent merchant means a direct seller who, for at least one year prior to the consideration of the application of this article to such merchant, (i) has continuously operated an established place of business in this village, or (ii) has continuously resided in this village, and now does business from his residence, which business is allowed by Chapter 66.

Person means and includes any individual, firm, corporation, association, partnership or cooperative and any director, owner, officer, employee or agent thereof.

Cross references: Definitions generally, § 1.2.

Sec. 18.33 Exemptions.

The following shall be exempt from all provisions of this article:

(a) Any person delivering newspapers, fuel, dairy products or bakery goods to regular customers on established routes;

(b) Any person selling food at wholesale to dealers in such goods;

(c) Any person selling agricultural products which such person has grown.

(d) Any Direct Seller that is a resident of Sister Bay, or is a Sister Bay Based Non-Profit Organization, or a Sister Bay Based Business may sell fireworks as regulated under §167.1 of the Wisconsin Code for a period not to exceed 15 days around the Independence Day Holiday of July 4. These sales may only be conducted in the B-1, B-2, or B-3 Districts from a Tent as defined in Chapter 66 with the permission of the land owner, and in compliance with Chapter 22.205, and Chapter 66.0302. This provision shall automatically expire on April 14, 2015.

(e) Any permanent merchant or employee thereof who takes orders away from the established place of business for goods regularly offered for sale by such merchant within this county and who delivers such goods in his regular course of business.

(f) Any person who has an established place of business where the goods being sold are offered for sale on a regular basis, and in which the buyer has initiated contact with, and specifically requested a home visit by, such person;

(g) Any person who has had, or one who represents a company which has had, a prior business transaction, such as a prior sale or credit arrangement, with the prospective customer;

(h) Any person selling or offering for sale a service unconnected with the sale or offering for sale of goods;

(i) Any person holding a sale required by statute or by order of any court and any person conducting a bona fide auction pursuant to law;

(j) Any employee, officer or agent of a charitable organization who engages in direct sales for or on behalf of that organization, provided that:

(1) There is first submitted to the Clerk-Treasurer proof that such charitable organization is registered under Wis. Stats. § 440.42, unless such charitable organization is exempt from that statute's registration requirements, in which case it shall be required to show



VILLAGE OF SISTER BAY BOARD REPORT

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

Meeting Date: 04/08/2014

Item No. 5

Recommendation: That the Board accept recommendations from the Fire Chief and consider approval of Ordinance 223-041414 to Amend and Recreate Chapter 22, Fire and Explosive Hazards.

Background:

This amendment addresses the sale and storage of fireworks in the Village; Requires inspection from Fire Chief or Designee; bans firecrackers. Sets a sunset clause of 1 year on the sale and storage of fireworks; bans firecrackers.

Sister Bay is a major tourist destination, yet does nothing to celebrate the 4th of July Holiday. Last July 4 weekend, according to data from DCVB, approximately 54,913 cars were inbound to Door County. Gills Rock, Bailey's Harbor, Fish Creek, Egg Harbor, and Sturgeon Bay all promote tourism around the Independence Holiday with paid, professional fireworks shows. Sister Bay did little to differentiate themselves from other communities to attract these visitors, nor to promote the festive atmosphere and hospitality that visitors to Sister Bay have come to expect. Given the recent adverse impacts of reconstruction on retailers and other businesses, an event which enhances traffic and causes Sister Bay to become known for both a distinctive retail opportunity and an event that is unique to Door County could be fortuitous for Village businesses.

State Code §167.10 provides that a permit must be issued to purchasers of fireworks which is location, date, time and product specific. Retail sales of fireworks would be permitted for an event supported by SBAA and attended by the SBLG fire department, located at the Sister Bay Sports Complex.

Letters of support/meeting minutes from both organizations are attached.

Respectfully submitted,
Zeke Jackson
Village Administrator



Public Hearing Notice Amendment to 22.205 Fire and Explosive Hazards

The Sister Bay Board of Trustees will hold a Public Hearing at the Sister Bay Fire Station, 2258 Mill Rd, Sister Bay, Door County, Wisconsin on Monday, April 14, 2014 at 6:00 PM or shortly thereafter, for the purpose of considering changes to the Municipal Code. In Summary, the Changes would be:

- Temporary Uses involving flammable or explosive material shall be inspected and approved by the Sister Bay-Liberty Grove Fire Chief or Designee; except firecrackers.

Clarification: Sales to be permitted by the Village for an event sponsored by the Sister Bay Advancement Association and supervised by the Sister Bay/Liberty Grove Fire Department.

The purpose of this public hearing is to allow citizens to express their views on the aforementioned issues. All interested parties are asked to speak or submit correspondence at the meeting.

A copy of the complete proposal is on file at the Village Administrator's office and may be viewed at 2383 Maple Dr. Weekdays between 9:00 and 4:00.

Written Correspondence, including email, will be accepted at the Sister Bay Administration Building, Attention Zeke Jackson, Village Administrator, 2383 Maple Dr, Sister Bay, WI, 54234 (920-854-9637 FAX) until 3:00 PM the day of the meeting. Letters and Correspondence submitted will be available for public inspection during normal business hours until the close of the business on the day of the hearing. Letters will be entered into the record. Anonymous correspondence will not be accepted.

A meeting of the Board of Trustees will be conducted following the hearings on April 14, 2014.

Zeke Jackson
Village Administrator
zeke.jackson@sisterbaywi.gov

ORDINANCE NO. 223-041414

AN ORDINANCE AMENDING AND RECREATING SECTION 22.205 OF THE VILLAGE OF SISTER BAY CODE; FIRE AND EXPLOSIVE HAZARDS.

WHEREAS, THE VILLAGE OF SISTER BAY SEEKS TO PROMOTE A UNIQUE TRAVEL EXPERIENCE FOR ITS VISITORS, AND TO OFFER A VARIETY OF RETAIL OPPORTUNITIES TO ITS BUSINESS COMMUNITY, AND;

WHEREAS, THE FIRE CHIEF HAS RECOMMENDED AN AMENDMENT TO SECTION 22.205 ALLOWING FOR STORAGE OF FLAMMABLE OR EXPLOSIVE MATERIAL, EXCEPT FIRECRACKERS, AS WELL AS TEMPORARY STORAGE AND SALE OF FLAMMABLE OR EXPLOSIVE MATERIAL, SUBJECT TO INSPECTION BY THE FIRE CHIEF OR HIS DESIGNEE

WHEREAS, CHAPTER 22.205 WOULD NEED TO BE AMENDED TO COMPLY WITH THE RECOMMENDATION OF THE PARKS COMMITTEES TO HOST A "FAMILY FIREWORKS DAY" EVENT, AND;

NOW, THEREFORE, LET IT BE ORDAINED THAT: SECTION 22.205 OF THE SISTER BAY CODE IS HEREBY AMENDED AND RECREATED AS ATTACHED; AND

BE IT FURTHER RESOLVED, THAT THIS ORDINANCE SHALL SUNSET ON APRIL 14, 2015 AND REQUIRE FURTHER REVIEW BY THE FIRE CHIEF, AS WELL AS APPROPRIATE COMMITTEES, COMMISSIONS AND THE VILLAGE BOARD BEFORE REINSTATEMENT.

Section 1 – Other Conflicts

All other Ordinances in conflict herewith are hereby repealed.

Section 2 – Effective Date

This Ordinance shall take effect and be in full force from and after its passage and publication according to law.

Section 3 – Severability

If a Court of competent jurisdiction adjudges any section, clause, provision or portion of this Ordinance unconstitutional or invalid, the remainder of this Ordinance shall not be affected thereby.

Village of Sister Bay

Attest:

By: _____
David W. Lienau, President

Christine M. Sully, Clerk WCPC, MMC

Date Introduced: April 14, 2014

Date Adopted: _____

Publication Date: _____

1 FIRE PREVENTION AND PROTECTION

2 *Cross references: Any ordinance regarding the loca-
3 tion of fire hydrants saved from repeal, § 1-10(a) (14);
4 buildings and building regulations, Chapter 14; auto-
5 matic fire sprinkler system, § 14-61 et seq.

6 State law references: Authority generally, Wis. Stats. §§
7 61.34(1), 101.14.

8 Sec. 22.100 Purpose.

9 The purpose of this chapter is to provide for fire inspec-
10 tions and prevention, detection and suppression of haz-
11 ards of fire and explosion in the village pursuant to
12 Wis. Stats. § 101.14 and to adopt fire safety regulations
13 contained in the Wisconsin Administrative Code, all in
14 order to provide for the health, safety and welfare of
15 village residents.

16 Sec. 22.110 Definitions.

17 (a) The definitions set forth in Wis. Stats. § 101.01
18 are adopted by reference.

19 (b) The term "Fire Chief," as used in this chapter,
20 means the chief of the Sister Bay Liberty Gove
21 Fire Department. (Amended Ordinance No.
22 156-111009)

23 (c) Engineered Lumber shall mean prefabricated
24 Trusses, I-joists, truss joists, truss rafters, and
25 laminated beams and studs. (Amended Ordina-
26 nance No. 156-111009)

27 (d) Structurally Insulated Panels (SIP) shall mean
28 any type of building material with foam insula-
29 tion fully or partially contained between wood
30 or wood composite materials. (Amended Ordina-
31 nance No. 156-111009)

32 (e) Structure shall mean primary, secondary and ac-
33 cessory structures as defined in the Zoning
34 Code. (Amended Ordinance No. 156-111009)

35 Cross references: Definitions generally, § 1.2.

**36 Sec. 22.200 Adoption of fire safety
37 regulations.**

38 (a) Wisconsin State Statutes § 101.14 and the fol-
39 lowing chapters of the Wisconsin Administra-
40 tive Code, Department of Commerce are adopt-
41 ed and incorporated by reference as if fully set
42 forth herein: Comm. Chapter 7, Explosive Ma-
43 terials; Comm. Chapter 10, Flammable and
44 Combustible Liquids; Comm. Chapter 40, Gas
45 systems; Comm. Chapter 14, Fire Prevention;
46 Comm. Chapter 15, Cleaning and Dyeing;
47 Comm. Chapters 50--64, Building and Heating,
48 Ventilating and Air Conditioning Code and Wis-
49 consin State Statutes § 167.10 Regulation of
50 Fireworks. (Amended Ordinance No. 151-
51 60909)

52 (b) Marking structures with engineered compo-
53 nents. (Amended Ordinance No. 156-111009)

54 (1) All structures (commercial and resi-
55 dential) constructed with any or all of
56 the above specified material(s) after
57 the effective date of this ordinance
58 must have a reflective symbol affixed
59 to each electrical meter serving the
60 structure.

61 (2) All commercial structures constructed
62 with any or all of the above specified
63 material(s) prior the effective date of
64 this ordinance must have a reflective
65 symbol affixed to each electrical meter
66 serving the structure.

67 (3) The owner of any residential structure
68 that was constructed with the above
69 mentioned products prior to the effec-
70 tive date of this ordinance is requested
71 to place the reflective symbol on the
72 electrical meter serving the structure
73 on a voluntary basis.

74 (4) All commercial structures constructed
75 with any or all of the above specified
76 material(s) must have a secondary re-
77 flective symbol affixed to the structure
78 at the eve height on the corner to the
79 left (when facing the building) of the
80 address side of the building.

81 (5) The reflective symbol shall be in the
82 form of a sticker placed on the electri-
83 cal meter and a secondary sticker for
84 commercial occupancies placed on a
85 stainless steel plate. All building identi-
86 fication and placements of stickers
87 shall be performed by the Sister Bay &
88 Liberty Grove Fire Department.

89 (6) Any person violating this ordinance by
90 refusing to use the reflective symbol(s)
91 or by removing or damaging the reflec-
92 tive symbol(s) shall be subject to pen-
93 alties in Section 22.501.

94 Sec. 22.205 Fire and Explosive Hazards.

95 (Amended Ordinance No. 151-060909)

96 (a) All activities involving the utilization, pro-
97 cessing, or storage of flammable or explosive
98 materials shall be provided with adequate
99 safety devices against the hazard of fire and
100 explosion and with adequate fire fighting and
101 fire-suppression equipment and devices that
102 are standard in the industry and approved by
103 the Sister Bay Liberty Grove Fire Chief or de-
104 signee. All temporary uses involving flamma-
105 ble or explosive material shall be inspected
106 and approved by the Sister Bay Liberty Grove
107 Fire Chief or Designee.

- 1 (b) All materials that range from active to intense
- 2 burning shall be utilized, processed or stored
- 3 only within completely enclosed buildings,
- 4 which have incombustible exterior walls and an
- 5 automatic fire extinguishing systems as required
- 6 by Section §14.61. Storage of flammable and
- 7 explosive material, except as prohibited allowed
- 8 by subsection (c), shall be in accordance with
- 9 the requirement of chapter COMM. 10 of the
- 10 Wisconsin Administrative Code and the re-
- 11 quirements of chapter NFPA 30 of the National
- 12 Fire Protection Association.
- 13 (c) Notwithstanding the requirements of subsection
- 14 (b) the storage or sale of fireworks as regulated
- 15 by Wisconsin State Statutes Section §167.10
- 16 shall not be permitted in the B-1, B-2 or B-3
- 17 zoning districts except firecrackers and as listed
- 18 below:
- 19 (d) An agent of the Village of Sister Bay with the
- 20 appropriate Village issued permit for a fire-
- 21 works display done in conjunction with a Vil-
- 22 lage festival or Village event may store fire-
- 23 works for not more than 96 hours consistent
- 24 with the storage requirements in §167.10.
- 25 (e) The provisions of this section that regulate the
- 26 Storage and Sale of fireworks as defined in
- 27 §167.1 shall expire on April 14, 2015, and fire-
- 28 works shall be deemed to no longer be allowed
- 29 for storage or sale.

30 **Sec. 22.400 Fire department inspections.**

- 31 (a) The Chief of the Fire Department shall, as often
- 32 as may be necessary, but as a minimum in ac-
- 33 cordance with Wis. Stats. § 101.14 provide for
- 34 the inspection of every public building and
- 35 place of employment in the village to determine
- 36 and cause to be eliminated any hazard of fire or
- 37 explosion or any violation of any law relating to
- 38 such hazards or to the prevention of fires.
- 39 (b) Written reports of inspection shall be made and
- 40 kept on file in the office of the Fire Chief in the
- 41 manner and form required by the state depart-
- 42 ment of commerce.
- 43 (c) No person shall deny the Fire Chief or the
- 44 Chief's Deputies free access to any public prop-
- 45 erty or place of employment within the village
- 46 at any reasonable time for the purpose of mak-
- 47 ing fire inspections. No person shall hinder or
- 48 obstruct the Fire Chief or his deputies in the
- 49 performance of their duties or refuse to observe
- 50 any lawful direction given by them.
- 51 (d) The Fire Chief may obtain a search warrant un-
- 52 der Wis. Stats. § 66.0119 when necessary, for
- 53 the purpose of making an inspection or investi-
- 54 gation of any public building or premises or
- 55 place of employment where the owner or occu-
- 56 pant has refused the Fire Chief or the chief's
- 57 deputies admission. No person, having been ad-

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vised of the existence of a search warrant to search the premises owned or occupied by him, shall refuse to permit such search to be made.

62 **Sec. 22.405 Charge for false alarm responses caused by unattended electronic alarm system.**

- 65 (a) For the purpose of funding fire protection pur-
- 66 suant to Wis. Stats. § 61.34, property owners
- 67 utilizing electronic fire alarm devices shall be
- 68 charged as follows for false alarm fire calls at-
- 69 tributable to such devices:
- 70 (1) First occurrence in a calendar year: No
- 71 charge.
- 72 (2) Each occurrence thereafter in the same
- 73 calendar year: \$250.00 per occurrence
- 74 payable 30 days from the date billed.
- 75 (b) This charge shall be billed to such property
- 76 owner and collected by the Sister Bay and
- 77 Liberty Grove Fire Board and used to offset
- 78 expenses of providing fire protection.
- 79 (c) Failure of a property owner to pay such charge
- 80 within 30 days shall result in the placement of
- 81 such unpaid bill on the respective property
- 82 listing on the village tax roll for collection
- 83 through the property tax collection process.

84 **Sec. 22.500 Notice of violations/order for elimination.**

- 85
86 (a) Following the inspections made pursuant to
- 87 section 22.400, the Fire Chief shall provide
- 88 written notices to the owners of buildings in-
- 89 spected of any violations of law, including vio-
- 90 lations of the Wisconsin Administrative Code,
- 91 relating to hazards of fire or explosion or the
- 92 prevention of fires and shall order such haz-
- 93 ards or other violations to be removed or cor-
- 94 rected.
- 95 (b) The owners of such buildings shall cause the
- 96 violations to be eliminated or corrected as des-
- 97 ignated by the Fire Chief within the time set
- 98 forth by the Fire Chief.
- 99 (c) The service of written orders for the correction
- 100 of such violations shall be made upon the
- 101 owner either by delivering a copy of the writ-
- 102 ten orders to the owner or any person in
- 103 charge of the premises, or by mailing such or-
- 104 ders to the owner by certified mail, return re-
- 105 ceipt requested. This subsection shall in no
- 106 manner preclude the Fire Chief from issuing
- 107 oral orders in such manner as deemed appro-
- 108 priate under the circumstances.

109 **Sec. 22.501 Penalties.**

- 110 (a) Any person who fails to correct the fire hazard
- 111 complained of by the Fire Chief, within the



VILLAGE OF SISTER BAY BOARD REPORT

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

Meeting Date: 04/08/2014
Item No. 6

Recommendation: That the Board accept recommendations from the Parks Committee and consider approval of Ordinance 224-041414 to Amend and Recreate Chapter 30.11, Loud Noises.

Background:

This amendment addresses the use of permitted fireworks in conjunction with the Independence Holiday of July 4. Sets time limit of use before 11:00 PM. Establishes use of permitted fireworks at an event at the Sister Bay Sports Complex for amateur shooters, a "Family Fireworks Event". Automatically Sunsets in one year.

Sister Bay is a major tourist destination, yet does nothing to celebrate the 4th of July Holiday. Last July 4 weekend, according to data from DCVB, approximately 54,913 cars were inbound to Door County. Gills Rock, Bailey's Harbor, Fish Creek, Egg Harbor, and Sturgeon Bay all promote tourism around the Independence Holiday with paid, professional fireworks shows. Sister Bay did little to differentiate themselves from other communities to attract these visitors, nor to promote the festive atmosphere and hospitality that visitors to Sister Bay have come to expect. Given the recent adverse impacts of reconstruction on retailers and other businesses, an event which enhances traffic and causes Sister Bay to become known for both a distinctive retail opportunity and an event that is unique to Door County could be fortuitous for Village businesses.

State Code §167.10 provides that a permit must be issued to purchasers of fireworks which is location, date, time and product specific. Retail sales of fireworks would be permitted for an event supported by SBAA and attended by the SBLG fire department, located at the Sister Bay Sports Complex.

Letters of support/meeting minutes from both organizations are attached.

Fiscal Impact:

Data derived from distributor information in Traverse City, MI as a comparable, adjusted for population.

	Avg. Spend per Party	# of Parties	Total Cost
Lodging	\$150.00	100	\$15,000.00
Retail, Fireworks	\$90.00	1000	\$90,000.00
Retail, Food Fuel, & Beverages (Event-Trippers)	\$50.00	1500	\$75,000.00
Permits	\$5.00	1000	\$5,000.00
Concessions for Fire/Lions	\$7.50	400	\$3000.00
TOTAL IMPACT:			\$188,275.00

*I have tried to keep estimates conservative for Event Trippers

Respectfully submitted,

Zeke Jackson



Public Hearing Notice Amendment to 30.11; Loud Noises-Exemptions

The Sister Bay Board of Trustees will hold a Public Hearing at the Sister Bay Fire Station, 2258 Mill Rd, Sister Bay, Door County, Wisconsin on Monday, April 14, 2014 at 6:00 PM or shortly thereafter, for the purpose of considering changes to the Municipal Code. In Summary, the Changes would be:

- "Safe and Sane", non-permitted fireworks as defined in Wisconsin Statutes Section §167.10, discharged in connection with the celebration of Independence Day, July 4, within the limits of the Village of each year before 11:00 PM, or other fireworks as defined in Wisconsin Statutes Section §167.10, except firecrackers, and/or displays as permitted by the Village President or Administrator in conjunction with a festival or event.

Clarification:: Sales to be permitted by the Village for an event sponsored by the Sister Bay Advancement Association and supervised by the Sister Bay/Liberty Grove Fire Department.

The purpose of this public hearing is to allow citizens to express their views on the aforementioned issues. All interested parties are asked to speak or submit correspondence at the meeting.

A copy of the complete proposal is on file at the Village Administrator's office and may be viewed at 2383 Maple Dr. Weekdays between 9:00 and 4:00.

Written Correspondence, including email, will be accepted at the Sister Bay Administration Building, Attention Zeke Jackson, Village Administrator, 2383 Maple Dr, Sister Bay, WI, 54234 (920-854-9637 FAX) until 3:00 PM the day of the meeting. Letters and Correspondence submitted will be available for public inspection during normal business hours until the close of the business on the day of the hearing. Letters will be entered into the record. Anonymous correspondence will not be accepted.

A meeting of the Board of Trustees will be conducted following the hearings on April 14, 2014.

Zeke Jackson
Village Administrator
zeke.jackson@sisterbaywi.gov

ORDINANCE NO. 224-041414

AN ORDINANCE AMENDING AND RECREATING SECTION 30.11 OF THE VILLAGE OF SISTER BAY CODE; LOUD NOISES

WHEREAS, THE VILLAGE OF SISTER BAY SEEKS TO PROMOTE A UNIQUE TRAVEL EXPERIENCE FOR ITS VISITORS, AND TO OFFER A VARIETY OF RETAIL OPPORTUNITIES TO ITS BUSINESS COMMUNITY, AND;

WHEREAS, PARKS COMMITTEE RECOMMENDED THAT THE VILLAGE BOARD APPROVE THE PROPOSED AMENDMENTS TO §30.11(D)(6) OF THE MUNICIPAL CODE WHICH WERE REVIEWED AT THEIR APRIL 9TH MEETING, ON THE CONDITION THAT A ONE YEAR SUNSET CLAUSE BE IMPOSED AND BEFORE ANY EXTENSIONS ARE GRANTED A PUBLIC HEARING BE CONDUCTED. THE RECOMMENDATION IS ALSO MADE THAT THE VILLAGE BOARD CONSIDER REQUIRING THAT ANYONE SELLING FIREWORKS IN THE VILLAGE BE A VILLAGE RESIDENT OR PROPERTY OWNER. FURTHER THE NUMBER OF TENTS FROM WHICH FIREWORKS SALES WILL BE ALLOWED SHALL BE LIMITED TO TWO.

NOW, THEREFORE, LET IT BE ORDAINED THAT: SECTION 30.11 OF THE SISTER BAY CODE OF ORDINANCES IS HEREBY AMENDED AND RECREATED AS ATTACHED.

BE IT FURTHER RESOLVED, THAT THIS ORDINANCE SHALL SUNSET ON APRIL 14, 2015, AND REQUIRE REVIEW BY APPROPRIATE COMMITTEES, COMMISSIONS AND THE VILLAGE BOARD BEFORE REINSTATEMENT.

Section 1 – Other Conflicts

All other Ordinances in conflict herewith are hereby repealed.

Section 2 – Effective Date

This Ordinance shall take effect and be in full force from and after its passage and publication according to law.

Section 3 – Severability

If a Court of competent jurisdiction adjudges any section, clause, provision or portion of this Ordinance unconstitutional or invalid, the remainder of this Ordinance shall not be affected thereby.

Village of Sister Bay

By: _____
David W. Lienau, President

Attest:

Christine M. Sully, Clerk WCPC, MMC

Date Introduced: April 14, 2014

Date Adopted: _____

Publication Date: _____

1 effectively prevent loud or explo- 52
 2 sive noises. 53
 3 (6) The creation of any unreasonably 54
 4 loud and raucous noise on any 55
 5 street adjacent to any school, re- 56
 6 tirement facility or church while 57
 7 it is in session, which unreason- 58
 8 ably interferes with the workings 59
 9 or sessions. 60
 10 (7) The creation of unreasonably 61
 11 loud and raucous noise in con- 62
 12 nection with the loading of gar- 63
 13 bage or trash on a compactor 64
 14 truck or with the loading or un- 65
 15 loading of any vehicle or the 66
 16 opening or destruction of bales, 67
 17 boxes, crates or other containers 68
 18 between the hours of 8:00 p.m. 69
 19 and 7:00 a.m. 70
 20 (8) The operation on private proper- 71
 21 ty or on a public way in any resi- 72
 22 dential or business district of any 73
 23 power equipment generating un- 74
 24 reasonable noise that is used for 75
 25 home or building repair or 76
 26 grounds maintenance, between 77
 27 the hours of 10:00 p.m. and 7:00 78
 28 a.m. Such power equipment 79
 29 shall include, but not be limited 80
 30 to, lawn mowers, garden tools, 81
 31 electric or chain saws or any 82
 32 power tools or other equipment 83
 33 used for home or building repair 84
 34 or grounds maintenance. 85
 35 (c) It shall be unlawful for any person to 86
 36 make any of the below-listed noises 87
 37 that are unreasonably loud and rau- 88
 38 cious: 89
 39 (1) The construction, demolition, al- 90
 40 teration or repair of any building 91
 41 other than between the hours of 92
 42 7:00 a.m. and 8:00 p.m., during 93
 43 weekdays and Saturdays, and 94
 44 9:00 a.m. and 7:00 p.m. on Sun- 95
 45 days and national holidays. 96
 46 (2) Grading, excavation, blasting, 97
 47 demolition, roadway construc- 98
 48 tion or underground utility con- 99
 49 struction other than between the 100
 50 hours of 8:00 a.m. and 8:00 101
 51 p.m., during weekdays and Sat- 102

urdays except in cases of urgent
 necessity in the interest of public
 health and safety. If the Village
 Administrator determines that, the
 public health and safety will not
 be impaired by these activities
 he/she may grant permission for
 such work to be done during other
 hours on application being made
 at the time the permit for the work
 is awarded or during the progress
 of the work.

(d) Exemptions. The following activities shall
 be exempt from the terms of this Section:

(1) Any ambulance, any officer of the
 law while engaged in necessary
 public business or any vehicle in
 the Village while engaged in nec-
 essary public business.

(2) Excavations or repairs on streets,
 highways, waterlines or sewer lines
 by or on behalf of the Village, the
 county or the state, during the
 nighttime when the public welfare
 and convenience renders it im-
 practicable to perform such work
 during the day.

(3) The reasonable use of amplifiers in
 the course of public address which
 are noncommercial in nature and
 when such use is outside the
 downtown business district of the
 Village.

(4) Any use of noise-emitting devices
 or the creation of any noise where
 permit has been obtained from the
 Village Administrator, but only to
 the extent as provided in the per-
 mit.

(5) Any organized sporting events or
 fairs, carnivals or like activities.

(6) "Safe and Sane", non-permitted
 fireworks as defined in Wisconsin
 Statutes Section §167.10, dis-
 charged in connection with the
 celebration of Independence Day,
 July 4, within the limits of the Vil-
 lage of each year before 11:00 PM,
 or other fireworks as defined in
 Wisconsin Statutes Section
 §167.10, except firecrackers,

Village of Sister Bay Code of Ordinances

Sec 30.12 Compression Brakes Prohibited

Sec. 30.20 Exterior Property Maintenance Code.

1	and/or displays as permitted by	49
2	the Village President or Adminis-	
3	trator in conjunction with a festi-	50
4	val or event. This SubSection (6)	
5	will automatically expire on	51
6	April 30, 2015.	
7	(e) <u>Penalties.</u> Penalties for violations of this	52
8	Section shall be as follows:	
9	(1) This Section shall be subject to	53
10	the enforcement provisions of	
11	Section 30.32. Violations of this	54
12	Section shall be subject to forfei-	55
13	tures in an amount within a	56
14	range as shown in Chapter 1 of	57
15	the Municipal Code for each day	58
16	that a violation exists.	
17	(2) In any proceedings for the viola-	59 Sec. 30.13-19 Reserved.
18	tion of this Section, the tenants,	60
19	owners and/or occupants, after	
20	proper notice of the violations,	
21	shall be considered equally re-	
22	sponsible for committing or al-	
23	lowing to commit a violation	
24	from the location or occupancy	
25	under their control.	

26 **Sec 30.12 Compression Brakes Prohibited**

27 *(Amended Ordinance 153-060909)*

- 28 (a) No person shall operate motor vehicle
29 brakes within the Village limits of the
30 Village of Sister Bay to cause unrea-
31 sonable and excessive noise levels or
32 that are in any way activated or operat-
33 ed by the compression of the engine of
34 any such motor vehicle or any unit or
35 part thereof, except under emergency
36 conditions.
- 37 (b) Any person violating the provisions of
38 the ordinance shall have committed a
39 traffic offense and a penalty shall be
40 imposed as provided in Section 30.32
41 of the Municipal Code of the Village of
42 Sister Bay, with a minimum forfeiture of
43 \$125 and a maximum forfeiture of
44 \$250 for each offense.
- 45 (c) The Parks Superintendent is authorized
46 and directed to post appropriate signs
47 consistent with the provision of this or-
48 dinance.



VILLAGE OF SISTER BAY BOARD REPORT

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

Meeting Date: 04/08/2014
Item No. 7

Recommendation: That the Board accept recommendations from the Plan Commission and consider approval of Ordinance 225-041414 to Amend and Recreate Chapter 66.0722(a)(1), Long Duration Special Event and Fund Raising Signage.

Background:

The DOT Bayshore Dr. Reconstruction Project and utility line burial will cause disruption to normal traffic patterns. The changes in right of way will also cause significant changes in locations/placement of ground signs. This proposed text amendment will allow area businesses to participate in the DOT's "In this together" campaign, and will relax signage standards during the construction period. Effected Businesses may apply for a Long Duration Special Event Sign Permit and display directional or location signage on a temporary basis during the construction period. The amendment automatically sunsets on May 25, 2016, or whenever the Village Administrator determines that the construction and restoration has ended; whichever occurs first.

Fiscal Impact:

None; will enhance visibility of existing businesses during construction period.

Respectfully submitted,

Zeke Jackson
Village Administrator



Public Hearing Notice
Amendment to 66.0722, Other On/Off Premise Signs with Permit
Amendment to 66.0302(d) Use Restrictions; Temporary Uses

The Sister Bay Board of Trustees will hold a Public Hearing at the Sister Bay Fire Station, 2258 Mill Rd, Sister Bay, Door County, Wisconsin on Monday, April 14, 2014 at 6:00 PM or shortly thereafter, for the purpose of considering changes to the Zoning Code. In Summary, the Changes would be:

- Allow businesses to place signs of for promotion of their businesses during the construction period on Bayshore Dr. up for the duration of the construction period, or May 25, 2016, whichever occurs first as determined by the Village Administrator.
- Allow Sale of Fireworks from a tent or kiosk with or without on site storage in conjunction with the July 4th Holiday for a period not to exceed 15 days. Clarification: Sales to be permitted by the Village for an event sponsored by the Sister Bay Advancement Association and supervised by the Sister Bay/Liberty Grove Fire Department.

The purpose of this public hearing is to allow citizens to express their views on the aforementioned issues. All interested parties are asked to speak or submit correspondence at the meeting.

A copy of the complete proposal is on file at the Village Administrator's office and may be viewed at 2383 Maple Dr. Weekdays between 9:00 and 4:00.

Written Correspondence, including email, will be accepted at the Sister Bay Administration Building, Attention Zeke Jackson, Village Administrator, 2383 Maple Dr, Sister Bay, WI, 54234 (920-854-9637 FAX) until 3:00 PM the day of the meeting. Letters and Correspondence submitted will be available for public inspection during normal business hours until the close of the business on the day of the hearing. Letters will be entered into the record. Anonymous correspondence will not be accepted.

A meeting of the Board of Trustees will be conducted following the hearings on April 14, 2014.

Zeke Jackson
Village Administrator
zeke.jackson@sisterbaywi.gov

ORDINANCE NO. 225-041414

AN ORDINANCE AMENDING AND RECREATING SECTION 66.0722 OF THE VILLAGE OF SISTER BAY CODE; LONG DURATION SPECIAL EVENT AND FUND RAISING SIGNAGE.

WHEREAS, THE VILLAGE OF SISTER BAY SEEKS TO PROMOTE AND SUPPORT ITS BUSINESS COMMUNITY DURING A PERIOD OF SIGNIFICANT PUBLIC IMPROVEMENTS THROUGHOUT THE COMMUNITY; AND,

WHEREAS, THE PLAN COMMISSION RECOMMENDED AN AMENDMENT TO SECTION 66.0722, SUSPENDING THE TIME PERIOD OF LONG DURATION EVENTS TO ALLOW BUSINESSES FLEXIBILITY IN LOCATING SIGNAGE DURING BAYSHORE RECONSTRUCTION, PERMIT REQUIRED; AND,

NOW, THEREFORE, LET IT BE ORDAINED THAT: SECTION 66.0722 OF THE SISTER BAY CODE OF ORDINANCES IS HEREBY AMENDED AND RECREATED AS ATTACHED.

BE IT FURTHER RESOLVED, THAT THIS ORDINANCE SHALL SUNSET ON MAY 25, 2016, OR WHEN THE VILLAGE ADMINISTRATOR DETERMINES THAT PUBLIC CONSTRUCTION ON THE BAYSHORE PROJECT HAS BEEN COMPLETED.

BE IT FURTHER RESOLVED THAT FEES FOR LONG DURATION SPECIAL EVENT SIGNAGE BE WAIVED FOR THIS PERIOD OF TIME.

Section 1 – Other Conflicts

All other Ordinances in conflict herewith are hereby repealed.

Section 2 – Effective Date

This Ordinance shall take effect and be in full force from and after its passage and publication according to law.

Section 3 – Severability

If a Court of competent jurisdiction adjudges any section, clause, provision or portion of this Ordinance unconstitutional or invalid, the remainder of this Ordinance shall not be affected thereby.

Village of Sister Bay

Attest:

By: _____
David W. Lienau, President

Christine M. Sully, Clerk WCPC, MMC

Date Introduced: April 14, 2014

Date Adopted: _____

Publication Date: _____

VILLAGE OF SISTER BAY ZONING CODE

SEC. 66.0722 OTHER ON/OFF-PREMISE SIGNS WITH PERMIT

SEC. 66.0730 RESIDENTIAL DISTRICTS SIGNAGE WITH PERMIT

1	erected more than 14 days before the event	56	
2	and must be removed within 2 days after	57	
3	the event. The property owner must grant	58	
4	permission in writing for the placement of	59	
5	the sign/media. The sign/media, will not be		
6	located closer than ten feet to an adjacent	60	(b) <u>Time and Temperature signs.</u>
7	property; driveway, and will not cause a	61	Time and Temperature signs require a
8	hazard to traffic or adjoining properties.	62	permit but may be erected as wall signs,
9	These sign/media shall not require a permit	63	projecting signs, monument signs, or free-
10	and shall not exceed 24 square feet in area	64	standing signs, provided that they meet the
11	on one side or 48 square feet on all sides.	65	requirements for each of those sign types.
12	(c) <u>Failure to Comply with Standards.</u>	66	The area of the time and temperature sign
13	Any group, business or entity utilizing (a)	67	shall be included in the total permitted
14	or (b) above that fails to follow the stand-	68	signage.
15	ards shall be notified in writing that all future	69	(c) <u>Changeable copy signs.</u>
16	seasonal, special event and fund raising	70	Changeable copy signs, fixed or moveable,
17	signage shall require a regular sign	71	may be permitted for theaters, churches
18	permit.	72	and schools. If approved by the Plan
19	Sec. 66.0722 Other On/Off-Premise Signs	73	Commission, gas station price signs will be
20	with Permit	74	considered permitted addition signage.
21	(a) <u>Long Duration Special Event and Fund</u>	75	Sec. 66.0730 Residential Districts Signage
22	<u>Raising Signage.</u>	76	with Permit
23	The temporary use of banners, balloons,	77	The following signs are permitted in any residen-
24	inflatable signs, streamers, pennants, and	78	tial district and are subject to the following regula-
25	other similar signage used for special event	79	tions:
26	or fund raising and other advertising pur-	80	(a) <u>Residential development signs.</u>
27	poses in any district may be permitted pro-	81	Single family, two family and multifamily
28	vided that the advertising media will not be	82	residential development signs, not to ex-
29	located on any sidewalk or bikeway if one	83	ceed six feet in height and 24 square feet
30	is present or in any public right-of-way.	84	in area on one side and 48 square feet in
31	The signs cannot be erected more than 45	85	area on all sides, placed at the entrance to
32	days in a calendar year and must be re-	86	a subdivision or development. The sign
33	moved within 2 days after the event. The	87	shall be located no closer than ten feet to
34	property owner must grant permission in	88	any street right-of-way, nor closer than ten
35	writing for the placement of the	89	feet to any side or rear lot line.
36	sign/media. The sign/media, will not be lo-	90	(b) <u>Temporary development signs.</u>
37	located closer than ten feet to an adjacent	91	Temporary development signs for the pur-
38	property; driveway, and will not cause a	92	pose of designating a new building or de-
39	hazard to traffic or adjoining properties.	93	velopment, or for promotion of a subdivi-
40	These sign/media shall require a permit	94	sion may be permitted for a limited period
41	and shall not exceed 24 square feet in area	95	of time provided that the sign shall not ex-
42	on one side or 48 square feet on all sides.	96	ceed 18 square feet in area on one side
43		97	and 36 square feet in area on all sides and
44		98	shall be located not closer than ten feet
45		99	from any street right-of-way, nor closer
46		100	than ten feet to any side or rear lot line.
47		101	The Plan Commission shall specify the pe-
48		102	riod of time the sign may remain based on
49		103	the size of the development allowing a rea-
50		104	sonable time to market the development
51		105	provided that the sign shall not be in place
52		106	for more than 60 days of the issuance of an
53		107	occupancy permit. Projects covered by a
54		108	development agreement shall specify the
55		109	date for the removal of the sign.
		112	

terminated by the Village Administrator; whichever occurs first.

(b) Time and Temperature signs.

Time and Temperature signs require a permit but may be erected as wall signs, projecting signs, monument signs, or free-standing signs, provided that they meet the requirements for each of those sign types. The area of the time and temperature sign shall be included in the total permitted signage.

(c) Changeable copy signs.

Changeable copy signs, fixed or moveable, may be permitted for theaters, churches and schools. If approved by the Plan Commission, gas station price signs will be considered permitted addition signage.

75 **Sec. 66.0730 Residential Districts Signage**
76 **with Permit**

77 The following signs are permitted in any residen-
78 tial district and are subject to the following regula-
79 tions:

80 (a) Residential development signs.

81 Single family, two family and multifamily
82 residential development signs, not to ex-
83 ceed six feet in height and 24 square feet
84 in area on one side and 48 square feet in
85 area on all sides, placed at the entrance to
86 a subdivision or development. The sign
87 shall be located no closer than ten feet to
88 any street right-of-way, nor closer than ten
89 feet to any side or rear lot line.

90 (b) Temporary development signs.

91 Temporary development signs for the pur-
92 pose of designating a new building or de-
93 velopment, or for promotion of a subdivi-
94 sion may be permitted for a limited period
95 of time provided that the sign shall not ex-
96 ceed 18 square feet in area on one side
97 and 36 square feet in area on all sides and
98 shall be located not closer than ten feet
99 from any street right-of-way, nor closer
100 than ten feet to any side or rear lot line.
101 The Plan Commission shall specify the pe-
102 riod of time the sign may remain based on
103 the size of the development allowing a rea-
104 sonable time to market the development
105 provided that the sign shall not be in place
106 for more than 60 days of the issuance of an
107 occupancy permit. Projects covered by a
108 development agreement shall specify the
109 date for the removal of the sign.

1. Provisions of this section (a) shall be allowed for an unlimited number of days during the Bayshore Drive Reconstruction Project. Subsection (1) shall automatically expire on May 25, 2016 or the completion of the Bayshore Drive Project as de-



VILLAGE OF SISTER BAY BOARD REPORT

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

Meeting Date: 04/08/2014
Item No. 8

Recommendation: That the Board accept recommendations from the Plan Commission and Parks Committee and consider approval of Ordinance 226-041414 to Amend and Recreate 66.302(d) Temporary Uses, exemptions. Restricts number of tents selling fireworks to 2 in the Village; Automatically sunsets on April 14, 2015.

Background:

This amendment addresses the sale of fireworks from a Tent for a period not to exceed 15 days in association with our National Independence Day of July 4; limits the number of tents to 2 in the Village. Chapter 18.33 Requires tents to be owned or operated by a Village Business or Resident. This code amendment was recommended to sunset in 1 year, with the appropriate Commissions, Committees and Village Board reviewing the code before any reinstatement.

Sister Bay is a major tourist destination, yet does nothing to celebrate the 4th of July Holiday. Last July 4 weekend, according to data from DCVB, approximately 54,913 cars were inbound to Door County. Gills Rock, Bailey’s Harbor, Fish Creek, Egg Harbor, and Sturgeon Bay all promote tourism around the Independence Holiday with paid, professional fireworks shows. Sister Bay did little to differentiate themselves from other communities to attract these visitors, nor to promote the festive atmosphere and hospitality that visitors to Sister Bay have come to expect. Given the recent adverse impacts of reconstruction on retailers and other businesses, an event which enhances traffic and causes Sister Bay to become known for both a distinctive retail opportunity and an event that is unique to Door County could be fortuitous for Village businesses.

State Code §167.10 provides that a permit must be issued to purchasers of fireworks which is location, date, time and product specific. Retail sales of fireworks would be permitted for an event supported by SBAA and attended by the SBLG fire department, located at the Sister Bay Sports Complex.

Letters of support/meeting minutes from both organizations are attached.

Fiscal Impact:

Data derived from distributor information in Traverse City, MI as a comparable, adjusted for population.

	Avg. Spend per Party	# of Parties	Total Cost
Lodging	\$150.00	100	\$15,000.00
Retail, Fireworks	\$90.00	1000	\$90,000.00
Retail, Food Fuel, & Beverages (Event-Trippers)	\$50.00	1500	\$75,000.00
Permits	\$5.00	1000	\$5,000.00
Concessions for Fire/Lions	\$7.50	400	\$3000.00
TOTAL IMPACT:			\$188,275.00

*I have tried to keep estimates conservative for Event Trippers

Respectfully submitted,
Zeke Jackson
Village Administrator

ORDINANCE NO. 226-041414

AN ORDINANCE AMENDING AND RECREATING SECTION 66.0302 OF THE VILLAGE OF SISTER BAY CODE; EXEMPTIONS

WHEREAS, THE VILLAGE OF SISTER BAY SEEKS TO PROMOTE A UNIQUE TRAVEL EXPERIENCE FOR ITS VISITORS, AND TO OFFER A VARIETY OF RETAIL OPPORTUNITIES TO ITS BUSINESS COMMUNITY, AND;

WHEREAS, THE PLAN COMMISSION RECOMMENDED AN AMENDMENT TO SECTION 66.0302 ALLOWING SALES OF FIREWORKS FROM A TENT FOR A PERIOD NOT TO EXCEED 15 DAYS IN CONNECTION WITH THE INDEPENDENCE HOLIDAY OF JULY 4, AND;

NOW, THEREFORE, LET IT BE ORDAINED THAT: SECTION 66.0302 OF THE SISTER BAY CODE OF ORDINANCES IS HEREBY AMENDED AND RECREATED AS ATTACHED.

BE IT FURTHER RESOLVED, THAT THIS ORDINANCE SHALL SUNSET ON APRIL 14, 2015, AND REQUIRE REVIEW BY APPROPRIATE COMMITTEES, COMMISSIONS AND THE VILLAGE BOARD BEFORE REINSTATEMENT.

Section 1 – Other Conflicts

All other Ordinances in conflict herewith are hereby repealed.

Section 2 – Effective Date

This Ordinance shall take effect and be in full force from and after its passage and publication according to law.

Section 3 – Severability

If a Court of competent jurisdiction adjudges any section, clause, provision or portion of this Ordinance unconstitutional or invalid, the remainder of this Ordinance shall not be affected thereby.

Village of Sister Bay

By: _____
David W. Lienau, President

Attest:

Christine M. Sully, Clerk WCPC, MMC

Date Introduced: April 14, 2014

Date Adopted: _____

Publication Date: _____

VILLAGE OF SISTER BAY ZONING CODE

SEC. 66.0303 SITE AND LOT RESTRICTIONS

SEC. 66.0303 SITE AND LOT RESTRICTIONS

- | | | | |
|----|--|-----|---|
| 1 | vices, and the following uses shall be per- | 56 | |
| 2 | mitted in that district. | 57 | |
| 3 | (b) Accessory uses. Accessory uses and struc- | 58 | (4) Flea markets, concerts, festivals and |
| 4 | tures are permitted in any district, but not | 59 | outdoor group assemblies may be |
| 5 | until their principal structure is present or | 60 | permitted in a B-1, B-2 or B-3 dis- |
| 6 | under construction. Residential accessory | 61 | trict. |
| 7 | uses shall not involve the conduct of any | 62 | (5) Circuses, carnivals and animal |
| 8 | business, trade, or industry, except home | 63 | shows may be permitted in a B-1, B- |
| 9 | occupations and professional home offices | 64 | 2 or B-3 district. The Plan Commis- |
| 10 | as defined in this chapter. | 65 | sion may limit or prohibit the dis- |
| 11 | (c) Conditional uses and their accessory uses | 66 | play of dangerous animals such as |
| 12 | require review, public hearing and approv- | 67 | tigers or snakes. |
| 13 | al by the Plan Commission in accordance | 68 | (6) Christmas tree sales may be permit- |
| 14 | with section 66.1535 [See page 158] of | 69 | ted in a B-1, B-2 or B-3 district for |
| 15 | this chapter. | 70 | not more than 42 days. |
| 16 | (d) Temporary uses may be permitted by the | 71 | (7) Farmers markets may be permitted |
| 17 | Zoning Administrator and the President for | 72 | in a B-1, or CS-1 district. |
| 18 | a period of 14 days or as hereinafter pro- | 73 | (8) The temporary sale of goods from a |
| 19 | vided. Temporary use permits for longer | 74 | truck, trailer, table or tent shall only |
| 20 | periods may be issued by the Plan Com- | 75 | be permitted as part of a festival |
| 21 | mission after review of site and operation | 76 | permit issued by the Village Board. |
| 22 | plans. Special requirements may be im- | 77 | (Amended Ordinance 143-081208) |
| 23 | posed, but not limited to parking, sanitary | 78 | (9) A property owner may allow camp- |
| 24 | facilities, lighting, and hours of operation. | 79 | ing on their land for up to 72 hours |
| 25 | No temporary use listed herein shall be | 80 | as long as bathroom facilities are on |
| 26 | conducted within the street right-of-way. | 81 | the premises. |
| 27 | Temporary uses permitted under this sec- | 82 | (10) Fireworks Sales as regulated by oth- |
| 28 | tion may be allowed four temporary signs | 83 | er sections of the Sister Bay Code |
| 29 | not to exceed 36 square feet in area on one | 84 | Ch. 18.33, Ch 22.205 and Wiscon- |
| 30 | side and 48 square feet in area on all sides. | 85 | sin Code § 167.1 from a Tent not to |
| 31 | All buildings, tents, equipment, supplies | 86 | exceed 40'x60' with or without on |
| 32 | and debris shall be removed from the site | 87 | site keyed storage for no more than |
| 33 | within ten days following the temporary | 88 | 15 days in the B-1, B-2, or B-3 Dis- |
| 34 | activity. Temporary uses permitted under | 89 | tricts. No more than 2 such Tents |
| 35 | this section include: | 90 | may operate within the Village in |
| 36 | (1) Real estate sales, rental field offices | 91 | connection with the Independence |
| 37 | or model homes may be permitted | 92 | Holiday of July 4. This provision |
| 38 | in any residential district. | 93 | shall automatically Expire on April |
| 39 | (2) Temporary structures, including | 94 | 14, 2015. |
| 40 | mobile home units, may be permit- | 95 | (11) Because it is difficult to enumerate |
| 41 | ted in any business or institutional | 96 | all temporary uses that may occur in |
| 42 | district. Such temporary structure | 97 | the Village, any other use which the |
| 43 | may be used as a business, institu- | 98 | Plan Commission finds to be similar |
| 44 | tional or professional office during | 99 | to other temporary uses permitted in |
| 45 | or immediately prior to the con- | 100 | a given district, will not be disrupt- |
| 46 | struction of a permanent structure. | 101 | ive to the neighborhood, and will |
| 47 | (3) Shelters for materials and equip- | 102 | not create a hazard to traffic in a |
| 48 | ment being used in the construction | 103 | neighborhood may be permitted. |
| 49 | of a permanent structure or public | 104 | The Plan Commission may impose |
| 50 | utility may be permitted in any dis- | 105 | additional operational or construc- |
| 51 | trict. The Zoning Administrator or | | tion conditions on such temporary |
| 52 | Plan Commission may require that | 106 | uses when it is deemed necessary. |
| 53 | storage areas be screened to prevent | 107 | |
| 54 | a view of materials or equipment | 108 | Sec. 66.0303 Site and Lot Restrictions |
| 55 | from adjacent properties. | 109 | (a) Suitability. No land shall be used or struc- |
| | | 110 | ture erected where the land is unsuitable |
| | | 111 | for such use or structure by reason of |
| | | 6 | flooding, concentrated runoff, inadequate |



VILLAGE OF SISTER BAY BOARD REPORT

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

Meeting Date: 04/14/2014
Item No. 9

Recommendation: That the Board consider approval of an agreement with Door County Broadband, LLC.

Background:

NEWWIS has utilized the Village's water tower for telecommunications equipment location for a number of years. NEWWIS has recently been acquired by Door County Broadband, LLC, and would like to maintain the agreement that was in place with NEWWIS, adjusted according to the CPI. This service will allow the Village to continue to receive some internet service from the new firm for its outlying facilities, and will be promoting the expansion of a Door County Business.

Fiscal Impact:

The Village will continue to receive credit in the form of internet service.

Respectfully submitted,

Zeke Jackson
Village Administrator

Resolution No 285-041414
Approving a License Agreement With Door County Broadband, LLC.

WHEREAS, The Village has an existing agreement with NEWWIS for location of telecommunications equipment on the Village Water Tower to provide internet services to citizens in and around Sister Bay; and,

WHEREAS, NEWWIS has been purchased by Door County Broadband LLC, and with it, all of its equipment; *and*,

WHEREAS, The existing agreement with NEWWIS is non-transferrable, in order to continue to provide telecommunications services to customers, Door County Broadband will need to continue to use the Village of Sister Bay's Water Tower and Equipment located thereon.

NOW, THEREFORE, BE IT RESOLVED that the Sister Bay Village Board does adopt the attached agreement with Door County Broadband, LLC.

INTRODUCED at a regular meeting of the Board of Trustees of the Village of Sister Bay held this 14th day of April, 2014.

Passed and adopted this ___ day of _____, 2014.

David W. Lienau, Village President

ATTEST:

Christy Sully, Village Clerk

VOTE: Ayes ____ Noes ____



VILLAGE OF SISTER BAY BOARD REPORT

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

Meeting Date: 04/14/2014

Item No. 10

Recommendation: That the Board accepts the recommendation of the Plan Commission and amend their development agreement to facilitate phasing.

Background:

Properties of Sister Bay (Wild Tomato) has requested that they be able to conduct their restaurant construction in two phases rather than one to facilitate cash flow. The Plan Commission has reviewed the documents and proposed plans and is recommending approval of the new business.

Fiscal Impact:

None.

Respectfully submitted,

Zeke Jackson
Village Administrator

DEVELOPMENT AGREEMENT
For
The Wild Tomato, LLC.

THIS AGREEMENT is made and entered into this ____ day of _____, 2013, by and between the Village of Sister Bay, Door County, Wisconsin, a municipal corporation ("Village"), and Properties of Sister Bay LLC. (Wild Tomato) ("Developer").

RECITALS

WHEREAS, the Developer is the owner of certain property located in the Village of Sister Bay at 10677 Bay Shore Drive consisting of one parcel as shown on Appendix A, a plat of survey map dated February 18, 2013 comprising approximately 8,860 square feet ("Property"), designated as Property Identification Numbers: 181-210102.

WHEREAS, the Property is zoned B-3 Downtown Business District and is depicted on the attached Exhibits A, and as listed in Section 2; plans.

WHEREAS, the parties mutually desire to establish fair and reasonable terms, conditions and requirements required by the Village for Development of the Property;

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer makes the following representations and warranties which the Village may rely upon in entering into this and all other agreements with Developer and upon which the Village may rely in granting all approvals, permits and licenses for the Development Project and in executing this Development Agreement and performing its obligations hereunder:

1. Developer is a duly organized and existing limited liability corporation in current status under the laws of the State of Wisconsin.
2. The execution, delivery and performance of this Development Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by the Developer, and no other or further acts or proceedings of the Developer are necessary to authorize and approve the execution, delivery and performance of this Development Agreement and the matters contemplated hereby. This Development Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by the Developer and constitute the legal, valid and binding agreement and obligation of the Developer, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.
3. There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize or materially and adversely affect the ability of the Developer to perform its obligations hereunder.

The Wild Tomato, LLC Development Agreement

- 1 4. The Developer has at this time, and will have so long as this Development Agreement continues
2 in effect, project-financing commitments sufficient to provide available funds for the completion
3 of the Developer's obligations under this Development Agreement. The developer shall provide
4 evidence that those commitments exist upon the signing of this agreement.
5
- 6 5. The Developer shall provide written evidence that he has obtained all necessary equity and debt
7 financing committed to fully fund all of its obligations and building construction identified
8 hereunder and has performed and complied with all conditions, covenants and agreements as
9 required by the debt financing.
10
- 11 6. The Developer represents that he will make every effort to seek bids from Door County
12 contractors and building materials suppliers to construct the project.
13

SECTION 2. ZONING APPROVALS

- 15 1. The property is presently unoccupied and is located in the B-3 Downtown Business District. The
16 Village agrees, subject to the approval by the Developer of this agreement, that the property will
17 receive a Zoning Permit as per the requirements of Section 66.1530 of the Municipal Code. The
18 Developer agrees that the primary standard to be met for the issuance of the Zoning permit is the
19 operation of a regular restaurant.
20
- 21 2. The Developer agrees to comply with all of the requirements of Municipal Code that relate to
22 zoning, fire and the building codes.
23
- 24 3. The developer agrees to comply with the architectural feature determinations made by the Plan
25 Commission upon their review, which shall be generally consistent with the approved plans and
26 drawing as specified in this Development Agreement.
27
- 28 4. The Developer agrees to build the project represented on the various attachments listed below.
29 The Village acknowledges that the exact locations of interior walls and room sizes may vary from
30 the attached drawings. The building and project in all its phases shall be constructed as follows:
31
 - 32 a. The concept proposal plan sheet A1.1 dated 10/31/13.
 - 33 b. Site plan sheet A1.2 dated 10/31/13.
 - 34 c. Front and Rear Elevation sheet A3.1 dated 10/31/13.
 - 35 d. Side Elevation sheet A3.2 dated 10/31/13.
 - 36 e. Partial First Floor Plan A2.3 dated 10/31/13.
 - 37 f. Roofing Plan dated A2.7 dated 10/31/13.
 - 38 g. The roofing shingles shall be _____
 - 39 h. The stone shall be _____
 - 40 i. The building siding shall be _____ and the color shall be
41 _____.
 - 42 j. The landscaping plan sheet A2.8 dated 10/31/13.
 - 43 k. The storm water plan sheet A2.9 dated 10/31/13.
 - 44 l. The Phasing Diagram, Sheet _____ Dated _____

SECTION 3. PROJECT PHASING

- 46 1. The Developer acknowledges that the time period of validity for the Zoning Permit is for a period
47 of 36 months from the date of issuance.
48
- 49 2. The developer acknowledges that the time period for a building permit is under the control of the
50 building inspector.
51

The Wild Tomato, LLC Development Agreement

- 1
2 3. Developer acknowledges that phase 1 will consist of the demolition of the northern portion of
3 the existing building, and repair of the southern portion of the building using left over siding from
4 the demolished portion of the northern building. The southern portion of the existing building
5 for phase 1 (as marked on the attached plans) shall comply with Sister Bay's architectural code,
6 landscaping and other municipal code sections as applicable. See attached Phase
7 Sheet ____ Phase 1 will be completed by May 23, 2014
8
- 9 4. Developer acknowledges that phase 2 will consist of the construction of a new portion of the
10 building, as well as all other improvements, to replace the demolished portion of the building in
11 accordance with the attached plans. See attached Phase Sheet ____ Phase 2 will be completed
12 no later than May 22, 2016.
13

SECTION 4. OCCUPANCY PERMITS

14 It is expressly understood and agreed that no occupancy permits shall be issued for the regular
15 restaurant until the Village has determined that:
16

- 17
- 18 1. The Developer agrees that no occupancy permit will be granted by the Village until
19 reconstruction is completed as shown on the site plan. Development will occur in 2 phases, with
20 Phase 1 in May of 2014, and Phase 2 in May of 2016. Occupancy permits will be granted for
21 each phase.
22
- 23 2. The Developer has paid in full all permit fees, impact fees, connection fees and reimbursement
24 of administrative costs as required and in effect at the time of this agreement.
25
- 26 3. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are
27 removed from the development and disposed of lawfully.
28
- 29 4. The Developer is not in default of any aspect of this agreement.
30
- 31 5. As a condition for the issuance of occupancy permits for each phase, all aspects of the project
32 must be in compliance with all applicable fire and building codes, as well as all applicable
33 codes and regulations.
34

SECTION 5. RESERVATION OF RIGHTS AS TO ISSUANCE OF ZONING PERMITS

35 The Village reserves the right to withhold issuance of some or all zoning, building and occupancy
36 permits if Developer is in violation of this agreement. The developer acknowledges that the issuance of
37 building permits and fire sprinkler permits and related inspection compliance is not under the control
38 of the Village.
39

SECTION 6. PUBLIC IMPROVEMENTS

40 Not applicable.
41

A. PUBLIC STREETS AND SIDEWALKS

42 The Developer hereby agrees that:
43

- 44 1. The developer acknowledges that the Village and the Wisconsin Department of Transportation
45 are planning to reconstruct Bay Shore Drive in front of the property after this project is
46 constructed. The reconstruction project will include the installation of public sidewalk across the
47 property. The developer agrees to dedicate at no cost, the necessary right of way to the Village or
48 State in order to install the new sidewalk up to six feet in width. The developer agrees that
49
50

The Wild Tomato, LLC Development Agreement

1 whatever arrangement is made for charging downtown property owners for the cost of installing
 2 new sidewalk shall apply to this property as well.
 3

- 4 2. The Developer agrees that all construction access to the property shall be off Post Office Lane.
 5 The Developer shall have ultimate responsibility for cleaning up all mud, dirt, stone or debris on
 6 public streets during construction. The Village shall make a reasonable effort to require the
 7 contractor, who is responsible for placing the mud, dirt, stone or debris on the street, to clean up
 8 the same or to hold the developer who hired the contractor responsible. The Developer owner
 9 shall use its best efforts to clean up the streets within twenty-four (24) hours after receiving a
 10 notice from the Village. If the mud, dirt, stone or debris is not cleaned up after notification, the
 11 Village will do so at the Developer's expense, at the option of the Village.
 12

B. SURFACE AND STORM WATER DRAINAGE

13 The Developer hereby agrees that:
 14

- 15 1. Prior to the start of construction of improvements, the Developer shall provide to the Village
 16 written certification from the Developer's Engineer that all surface and storm water drainage
 17 facilities and erosion control plans are in conformance with all federal, state, county and Village
 18 regulations, guidelines, specifications, laws and ordinances, and written proof that the Village
 19 Engineer has reviewed and approved the plans.
 20
 21 2. If required by the Wisconsin Department of Natural Resources, the developer shall provide
 22 written approval by the Wisconsin Department of Natural Resources that the storm water
 23 management plan meet all NR 151 and NR 216 requirements.
 24
 25 3. The Developer shall construct, install, furnish and provide adequate facilities as specified in the
 26 attached drawings A2.9 dated 10/31/13 for surface and storm water drainage throughout the
 27 development with adequate capacity to transmit the anticipated flow from the development and
 28 the existing flow from adjacent properties, in accordance with all plans and specifications, and
 29 all applicable federal, state, county and Village regulations.
 30
 31 4. The Developer agrees that the site grading and construction of surface and storm water drainage
 32 facilities for the property in general shall be completed and accepted by the Village before any
 33 occupancy permits are issued for the building. The Village will not accept the surface and storm
 34 water drainage system until the entire system is installed in accordance with plans and
 35 specifications to the reasonable satisfaction of the Village Administrator.
 36
 37

C. GRADING, EROSION AND SILT CONTROL

38 The Developer hereby agrees that:
 39

- 40 1. Prior to commencing site grading and execution, the Developer shall provide to the Village
 41 written certification from the Developer's Engineer that the plan, once implemented, shall meet
 42 all federal, state, county and local regulations, guidelines, specifications, laws and ordinances,
 43 including proof of notification of land disturbances to the State of Wisconsin Department of
 44 Natural Resources and or the Department of Commerce and written proof that the Wisconsin
 45 Department of Natural Resources and or the Department of Commerce and the Army Corps of
 46 Engineers, if applicable, have approved the plans.
 47
 48 2. The Developer shall cause all grading, excavation, open cuts, side slopes and other land surface
 49 disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation,
 50 sedimentation and washing are prevented in accordance with the plans and specifications

The Wild Tomato, LLC Development Agreement

1 reviewed and approved by the Village Engineer, the Wisconsin Department of Natural
2 Resources, and or the Department of Commerce and Army Corps of Engineers, if applicable.
3

4 **D. LANDSCAPING AND SITE WORK:**

5 The Developer hereby agrees that:

- 6 1. The Developer shall preserve existing trees, shrubbery, vines, and grasses not actually lying on
7 the drainageways, building foundation sites, driveways and parking lots by use of sound
8 conservation practices as shown on the attached plan A2.8 dated 10/31/13.
9
- 10 2. The Developer, as required by the Village, shall remove and lawfully dispose of building
11 foundation materials, destroyed trees, brush, tree trunks, shrubs and other natural growth and all
12 rubbish. The Village shall require the Developer's contractor, who is responsible for the debris,
13 to clean up the same and recycle all material or dispose of at a local recycling facility. Specific
14 construction debris that shall be recycled shall include, but not be limited to lumber, aluminum,
15 pallets, shingles and cardboard. The developer shall have ultimate responsibility for cleaning up
16 debris that has blown from building under construction. The Developer and/or subject contractor
17 shall clean up the debris within forty-eight (48) hours after receiving a notice from the Village. If
18 the debris is not cleaned up after notification, the Village will do so at the Developer's and/or
19 subject contractor's expense.
20
- 21 3. Landscaping, construction of rain gardens for the building and removal of unwanted items, will
22 be completed and certified as complete by the Village for the project. Any plants, trees or other
23 screening vegetation required by the development agreement shall be maintained and replaced
24 while the development agreement is in effect.
25

26
27 **E. SIGNAGE, STREET SIGNS AND TRAFFIC CONTROL**

- 28 1. The developer shall provide all traffic signage deemed necessary by the Village in connection
29 with construction and demolition. The Developer and Developer's Contractors shall not occupy
30 parking on Bay Shore Drive during the construction and demolition period. The Developer and
31 Developer's Contractors shall not obstruct traffic for more than 3 minutes without giving prior
32 notice to the Village during the construction and demolition period; the Village will grant
33 permission and schedule traffic obstructions for a duration of longer than 3 minutes for a time of
34 day that will minimize the obstruction.
35
- 36 3. The developer acknowledges that business related signage is not part of this approval and must
37 be applied for separately. Also that any representation of business signage on the plan sheets is
38 representative only and not approved as part of this agreement.
39

40 **F. WATER MAIN AND SANITARY SEWER MAIN SYSTEM**

41 The Developer hereby agrees that:

- 42 1. The improvements shall be constructed in accordance with the following specifications.
43
 - 44 a. Village of Sister Bay Engineering Design Manual, dated June 18, 2008.
 - 45 b. Standard Specifications for Sewer and Water Construction in Wisconsin, Fifth Edition,
46 March 1, 1988, and as amended January 1, 1992.
 - 47 c. The Wisconsin Construction Site Best Management Practice Handbook for Erosion
48 Control.
 - 49 d. State of Wisconsin, Department of Transportation Standard Specifications for Highway and
50 Structure Construction, 1996 and supplemental specifications or the most recent edition.
51

The Wild Tomato, LLC Development Agreement

- 1 2. A sewer and water plan should be submitted to the Village Utility Department that shows where
 2 every water service line and sanitary line runs, the location of all water meters, calculations on
 3 sanitary fixture units for each metered location to enable the Utility Department to determine the
 4 impact and hook-up fees. The Developer shall install the sanitary and water connections to the
 5 Village system in accordance with the plans and specifications Sheet _____
 6 on file in the Village Administrator's office dated the ____ day of _____.
 7
- 8 3. The developer agrees to do all the public and private infrastructure construction according to the
 9 Village's various codes including but not limited to the Utility Code, Land Division Code and the
 10 Design Standards. Upon completion of all construction the developer shall provide the Village
 11 with "as built" plans. The developer agrees that all underground piping regardless of type or
 12 location shall be marked with locating wire according to accepted standards. The developer
 13 agrees that all improvements within the public right-of-way or public easements shall be
 14 inspected by Village inspectors at the developer's expense.
 15

16 **G. ADDITIONAL IMPROVEMENTS**

17 Not applicable.
 18

19 **SECTION 7. SITE SPECIFIC REQUIREMENTS**

- 20 1. The Developer shall maintain continuous access around the building and to any fire hydrants as
 21 required by the current Zoning Code as directed by the Fire Department and Water Utility.
 22
- 23 2. The developer agrees to bury all electric, telephone and cable television lines from existing
 24 wooden poles to the building. The developer acknowledges that the Village and the Wisconsin
 25 Department of Transportation are planning to reconstruct Bay Shore Drive fronting the property
 26 after this project is constructed. The reconstruction project will include the burial or relocation of
 27 overhead telephone, cable television and electric lines across the property. The developer agrees
 28 that whatever arrangement is made for charging downtown property owners for the cost of the
 29 burial or relocation of those utilities shall apply to this property as well.
 30
- 31 3. The lighting plan Sheet _____dated _____ shall not allow any light trespass at the property line
 32 in excess of the standards set forth in Section 66.0809. The lighting contractor shall provide
 33 written verification of compliance before occupancy shall be granted. All pole lighting taller than
 34 eight feet in height shall conform in style to the Village standard pole and luminaire.
 35
- 36 4. The liquid propane tanks shall be buried in a location approved by the Fire Department. The
 37 tanks and line locations shall be registered with Door County.
 38
- 39 5. The Village agrees that the general contractor shall be allowed a temporary construction sign on
 40 the property equal to 24 square feet per side per the requirements of Section 66.0710(b)) of the
 41 Code.
 42

43 **SECTION 8. TIME OF COMPLETION OF IMPROVEMENTS**

44 The improvements set forth in Section 3 above shall be completed by the Developer in total within the
 45 specific time limits from the date of this agreement being signed except as otherwise provided for in
 46 this agreement.
 47

48 **SECTION 9. FINAL ACCEPTANCE**

49 Not applicable.
 50

51 **SECTION 10. DEDICATION OF IMPROVEMENTS**

The Wild Tomato, LLC Development Agreement

1 Not applicable.
2

3 **SECTION 11. ACCEPTANCE OF WORK AND DEDICATION**

4 Not applicable.
5

6 **SECTION 12. APPROVAL BY VILLAGE NOT TO BE DEEMED A WAIVER**

7 The ultimate responsibility for the proper design and installation of sewer facilities, water facilities,
8 drainage facilities, landscaping and all other improvements are upon the Developer. The fact that the
9 Village or its engineer, or its attorney, or its staff may approve a specific project shall not constitute a
10 waiver, or relieve the Developer from the ultimate responsibility for the design, performance and
11 function of the development and related infrastructure.
12

13 **SECTION 13. SETBACK AGREEMENT**

14 The Village, as an adjoining property owner, agrees to allow Wild Tomato LLC to maintain a zero foot
15 (0) side setback on the southern property boundary of the Wild Tomato property.
16

17 **SECTION 14. VILLAGE RESPONSIBILITY FOR IMPROVEMENTS**

18 Not applicable.
19

20 **SECTION 15. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVAL OF CERTIFIED
21 SURVEY MAP**

22 Not applicable.
23

24 **SECTION 16. CONSTRUCTION PERIOD FINANCIAL GUARANTEE**

25 Not applicable.
26

27 **SECTION 17. NOISE AND HOURS OF OPERATIONS**

28 1. The Developer shall make every effort to minimize noise, dust and similar disturbances,
29 recognizing that the project is located near existing residences. The project construction or
30 demolition shall only occur between the hours of 7:00 a.m. and 8:00 p.m., during weekdays and
31 Saturdays, and 9:00 a.m. and 7:00 p.m. on Sundays and national holidays. Grading, excavation,
32 blasting, demolition, roadway construction or underground utility construction shall only occur
33 between the hours of 8:00 a.m. and 8:00 p.m., during weekdays and Saturdays except in cases of
34 urgent necessity in the interest of public health and safety. If the Village Administrator determines
35 that, the public health and safety will not be impaired by these activities he/she may grant
36 permission for such work to be done during other hours on application being made at the time
37 the permit for the work is awarded or during the progress of the work. Blasting mats, or other
38 established method, shall be used to prevent flying debris resulting from the blasting operation.
39 Not less than 24 hours before blasting, the Developer and Contractor shall notify in writing all
40 residences and businesses near the work of the Contractor's intent to blast. A copy of the written
41 notice shall also be delivered to the Village.
42

43 2. No work shall be permitted during Marina Fest, Fall Festival or the Capture the Spirit tree
44 lighting.
45

46 **SECTION 18. CONDITIONS OF ALL OBLIGATIONS OF THE PARTIES UNDER THIS DEVELOPMENT
47 AGREEMENT**

48 As a condition to each and all of the covenants, agreements and other obligations of the Village under
49 this Development Agreement, all of the following shall occur, in addition to all other requirements and
50 conditions set forth in this Development Agreement:

The Wild Tomato, LLC Development Agreement

- 1 a. All representations and warranties of the Developer set forth in this Development Agreement and
- 2 in all agreements expressly referred to herein shall at all times be true, complete and correct;
- 3 b. All covenants and obligations of the Developer under this Development Agreement are duly and
- 4 substantially performed, observed, satisfied and paid, when and as required herein;
- 5 c. No event of default has occurred, or with the giving of notice or lapse of time would occur;
- 6 d. There is no material adverse change in the financial condition of the Developer, which might
- 7 impair its ability to perform its obligations under this Development Agreement.

SECTION 19. DEFAULT/REMEDIES

- 10 1. An event of default ("Event of Default") is any of the following:
 - 11 a. A failure by the Developer to cause substantial completion of the Development Project or
 - 12 any part thereof to occur pursuant to the terms, conditions and limitations of this
 - 13 Development Agreement; a failure of either party to perform or observe any and all
 - 14 covenants, conditions, obligations or agreements on its part to be observed or performed
 - 15 when and as required under this Development Agreement within thirty (30) days of notice
 - 16 of the failure to the Developer;
 - 17 b. A failure by the Developer to pay any amount or when and as due to the Village within ten
 - 18 (10) days of notice of such failure to the Developer;
 - 19 c. The Developer becomes insolvent or is the subject of bankruptcy, receivership or
 - 20 insolvency proceedings of any kind; or
 - 21 d. The dissolution or liquidation of the Developer, or the commencement of any proceedings
 - 22 therefore.
- 23 2. Whenever an Event of Default occurs and is continuing, the non-breaching party may take any
 - 24 one or more of the following actions without waiving any rights or remedies available to it:
 - 25 a. Immediately suspend its performance under this Development Agreement from the time
 - 26 any notice of an event of default is given until it receives assurances from the breaching
 - 27 party deemed adequate by the non-breaching party, that the breaching party will cure its
 - 28 default and continue its due and punctual performance under this Development
 - 29 Agreement; or
 - 30 b. Commence legal or administrative action, in law or in equity, which may appear necessary
 - 31 or desirable to enforce performance and observance of any obligation, agreement or
 - 32 covenant of the breaching party under this Development Agreement.
 - 33 c. Perform or have performed all necessary work in the event the non-breaching party
 - 34 determines that any Event of Default may pose an imminent threat to the public health or
 - 35 safety, without any requirement of any notice whatsoever. In the event of a default by the
 - 36 Developer, the Village may use and apply all or any portion of the bond provided by the
 - 37 Developer under Section 16 above to cure such default.
- 38 3. No remedy or right conferred upon or reserved to a party in this Development Agreement is
 - 39 intended to be exclusive of any other remedy or remedies, but each and every such right and
 - 40 remedy shall be cumulative and shall be in addition to every other right and remedy given under
 - 41 this Development Agreement now or hereafter existing at law or in equity. No delay or omission
 - 42 to exercise any right or power accruing upon any default shall impair any such right or power or
 - 43 shall be construed to be a waiver thereof, but any such right and power may be exercised from
 - 44 time to time and as often as may be deemed expedient.
- 45 4. In the event any warranty, covenant or agreement contained in this Development Agreement
 - 46 should be breached by a party and thereafter waived by the other, such waiver shall be limited to
 - 47 the particular breach so waived and shall not be deemed to waive any other concurrent,
 - 48 previous or subsequent breach hereunder.
 - 49
 - 50
 - 51

The Wild Tomato, LLC Development Agreement

- 1
2 5. Whenever any Event of Default occurs and a party incurs attorney's fees, court costs and other
3 such expenses for the collection of payments due or to become due or for the enforcement or
4 performance or observance of any obligation or agreement on the part of the other herein
5 contained, the prevailing party shall be reimbursed the actual attorney's fees, court costs and
6 other such expenses incurred by such prevailing party.
7

SECTION 20. PERMITTED DELAYS

8 Not applicable.
9

SECTION 21. ADDITIONAL PROVISIONS

- 10
11
12 1. No member of any governing body or other official of the Village ("Village Official") shall have
13 any financial interest, direct or indirect, in this Development Agreement, the Property or the
14 Development Project, or any contract, agreement or other transaction contemplated to occur or
15 be undertaken thereunder or with respect thereto, unless such interest is disclosed to the Village
16 and the Village Official fully complies with all conflict of interest requirements of the Village. No
17 Village Official shall participate in any decision relating to this Development Agreement, which
18 affects his or her personal interest or the interests of any corporation, partnership, or association
19 in which he or she is directly or indirectly interested. No member, official or employee of the
20 Village shall be personally liable to the Village for any event of default or breach by the
21 Developer of any obligations under the terms of this Development Agreement.
22
23 2. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in
24 and shall become a part of this Development Agreement.
25
26 3. Nothing herein shall be construed or interpreted in any way to waive any obligation or
27 requirement of the Developer to obtain all necessary approvals, licenses and permits from the
28 Village in accordance with its usual practices and procedures, nor limit or affect in any way the
29 right and authority of the Village to approve or disapprove any and all plans and specifications,
30 or any part thereof, or to impose any limitations, restrictions and requirements on the
31 development, construction and/or use of the Development Project as a condition of any such
32 approval, license or permit; including, without limitation, requiring any and all other
33 development and similar agreements.
34
35 4. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or
36 incorporated herein.
37
38 5. Descriptive headings are for convenience only and shall not control or affect the meaning or
39 construction of any provision of this Development Agreement.
40
41 6. Any notice required hereunder shall be given in writing, signed by the party giving notice,
42 personally delivered or mailed by certified or registered mail, return receipt requested, to the
43 parties' respective addresses as follows:
44

45 Village Administrator
46 Village of Sister Bay
47 2383 Maple Drive
48 Sister Bay, WI 54234
49

50 The notices or responses to Grantee shall be addressed as follows:
51 The Wild Tomato, LLC

The Wild Tomato, LLC Development Agreement

1 PO Box 547
2 Fish Creek, WI 54212
3

4 **SECTION 22. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES**

5 The Developer shall pay and reimburse the Village promptly upon billing for all fees, expenses, costs
6 and disbursements which shall be incurred by the Village in connection with this project or relative to
7 the construction, installation, dedication and acceptance of the improvements covered by this
8 agreement, including without limitation by reason of enumeration, design, engineering, review,
9 supervision, inspection and legal, administrative and fiscal work. Any such charge not paid by
10 Developer within forty-five (45) days of being invoiced may be charged against the financial guarantee
11 held by the Village pursuant to this agreement, or assessed against the property as a special charge
12 pursuant to §66.60(16), Wisconsin Statutes.
13

14 **SECTION 23. GENERAL INDEMNITY**

15 The Developer will indemnify and hold harmless the Village, its governing body members, officers,
16 agents, including the independent contractors, consultants and legal counsel, servants and employees
17 thereof (hereinafter, for purposes of this paragraph collectively referred to as the "Indemnified Parties")
18 against any loss or damage to property or any injury to or death of any person occurring at or about or
19 resulting from any breach of any warranty, covenant or agreement of the Developer under this
20 Development Agreement, and the development of the Property; provided that the foregoing
21 indemnification shall not be effective for any willful acts of the Indemnified Parties. Except for any
22 willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will
23 protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding
24 whatsoever by any person or entity whatsoever arising or purportedly arising from the action or
25 inaction of the Developer (or other persons acting on its behalf or under its direction or control) under
26 this Development Agreement, or the transactions contemplated hereby or the acquisition, construction,
27 installation, ownership and operation of the Development Project and the Property. All covenants,
28 stipulations, promises, agreements and obligations of the Village contained herein shall be deemed to
29 be covenants, stipulations, promises, agreements and obligations of the Village and not of any
30 governing body, member, officer, agent, servant or employee of the Village. All covenants, stipulations,
31 promises, agreements and obligations of the Developer contained herein shall be deemed to be
32 covenants, stipulations, promises, agreements and obligations of the Developer and not of any of its
33 officers, owners, agents, servants or employees.
34

35 **SECTION 24. INSURANCE**

36 The Developer, its contractors, suppliers and any other individual working on the public right of way
37 shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms
38 and in the amounts as required by the Village consistent with other projects in the public right of way.
39

40 **SECTION 25. FEES AND CHARGES**

41 The Developer shall be responsible for zoning and development fees such as are applicable as of the
42 date of the development agreement. The Developer shall be responsible for any impact fees as are
43 properly levied by the Village.
44

45 **SECTION 26. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES**

46 The parties mutually agree that the Village President of the Village Board, and/or the Village Clerk,
47 entered into and are signatory to this agreement solely in their official capacity and not individually,
48 and shall have no personal liability or responsibility hereunder; and personal liability as may otherwise
49 exist, being expressly released and/or waived.
50

51 **SECTION 27. GENERAL CONDITIONS AND REGULATIONS**

The Wild Tomato, LLC Development Agreement

1 All provisions of the Village Ordinances are incorporated herein by reference, and all such provisions
2 shall bind the parties hereto and be a part of this agreement as fully as if set forth at length herein. This
3 agreement and all work and improvements required hereunder shall be performed and carried out in
4 strict accordance with and subject to the provisions of said Ordinances.
5

6 **SECTION 28. ZONING**

7 The Village does not guarantee or warrant that the subject property of this agreement will not at some
8 later date be rezoned, nor does the Village herewith agree to rezone the lands into a different zoning
9 district. It is further understood that any rezoning that may take place shall not void this agreement.
10

11 **SECTION 29. COMPLIANCE WITH CODES AND STATUTES**

12 The Developer shall comply with all current and future applicable codes of the Village, County, State
13 and federal government and, further, Developer shall follow all current and future lawful orders of all
14 duly authorized employees and/or representatives of the Village, County, State or federal government.
15

16 **SECTION 30. AGREEMENT FOR BENEFIT OF PURCHASERS**

17 Not applicable.
18

19 **SECTION 31. ASSIGNMENT**

20 The Developer shall not transfer, sell or assign the property or assign this Development Agreement or
21 its obligations hereunder without the express prior written consent of the Village until the Developer
22 has fully complied with its obligations under this Development Agreement. Any such consent
23 requested of the Village prior thereto may be withheld, conditioned or delayed for any reasonable
24 reason.
25

26 **SECTION 32. BINDING**

27 This Development Agreement shall be binding upon the parties hereto and their respective
28 representatives, successors and assigns, and any and all future owners of the Property or any portion
29 thereof, and their respective heirs, representatives, successors and assigns.
30

31 **SECTION 33. AMENDMENTS**

32 The Village and the Developer, by mutual consent, may amend this Developer's Agreement at any
33 meeting of the Village Board. The Village shall not, however, consent to an amendment until after first
34 having received a recommendation from the Village's Plan Commission. The Plan Commission shall
35 consider the amendment under the conditional use process.
36

37 **SECTION 34. DURATION**

38 The Developer acknowledges that the requirements regarding the operation and maintenance of the
39 project as fully described above shall continue and not expire. The Developer acknowledges that the
40 Village may from time to time establish new zoning, utility, storm water and other requirements or
41 standards that apply to similarly situated properties which, if applicable shall apply to this project. The
42 Developer may petition the Village Board to cancel or eliminate the requirements of the Agreement.
43 Prior to considering the petition, the Board shall ask the Plan Commission to conduct a public hearing
44 and make a recommendation regarding the petition. The Board may cancel the agreement if it
45 determines that there is no further value or need for the Developer to comply with its requirements.
46

The Wild Tomato, LLC Development Agreement

1 **IN WITNESS WHEREOF**, the Developer and the Village have caused this agreement to be signed by
2 their appropriate officers and their corporate seals to be hereunto affixed in three original counterparts
3 the day and year first above written.

4
5 **DEVELOPER**

The Wild Tomato, LLC

6
7 By: _____
8 Britt Unkefer

9 **STATE OF WISCONSIN**
10 **COUNTY OF DOOR**

11
12 Personally came before me this _____ day of _____, 2013, _____,
13 _____ of _____, to me known to be the person who executed the
14 foregoing instrument and to me acknowledged that he executed the foregoing instrument in such
15 capacity.

16
17 _____
18 Notary Public, State of WI
19 My commission expires: _____

20
21 **VILLAGE OF SISTER BAY**

22 _____
23 Village President

24
25 _____
26 Village Clerk

27 **STATE OF WISCONSIN**
28 **COUNTY OF DOOR**

29
30 Personally came before me this _____ day of _____, 2013, the above named
31 _____, and _____, Village Clerk, of the above-named municipal
32 corporation, to me known to be the persons who executed the foregoing instrument and to me known
33 to be such individual and Village Clerk of the municipal corporation and acknowledged that they
34 executed the foregoing instrument as such officers as the deed of the municipal corporation by its
35 authority and pursuant to the authorization by the Village Board from their meeting on the _____ day
36 of _____, 2013.

37 _____
38 Notary Public, State of WI
39 My commission expires: _____

40
41 Approved As To Form:

42 _____
43 Village Attorney
44
45
46
47
48



VILLAGE OF SISTER BAY BOARD REPORT

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

Meeting Date: 04/14/2014
Item No. 11

Recommendation: That the Board accepts the recommendation of the Utility Committee to engage Robert E. Lee and associates in producing a Capacity Management, Operation, and Maintenance (CMOM) program report as well as a Sludge handling study.

Background:

DNR has mandated that Wastewater Collection system owners produce a documented program for capacity management, operation and maintenance. This is an unfunded mandate by DNR, but will provide current and subsequent operators of our system with knowledge of the system. The Utilities Committee has recommended that we do this in conjunction with the Liberty Grove Sanitary District as a cost saving measure. Each will be responsible for a separate plan, and separate costs.

The Wastewater Plant will need to meet new phosphorous discharge requirements mandated by DNR; this will result in the generation of more sludge at the plant. The Utilities Director has asked for, and Utilities Committee recommended that a sludge handling study be completed in order to understand what our best options are.

Fiscal Impact:

CMOM- not to exceed \$9,800.00, and payable in next budget cycle; funding will come from Wastewater Collection System.

Sludge Handling Study-not to exceed \$4,800 and will be paid from wastewater plant operation funds.

Respectfully submitted,

Zeke Jackson
Village Administrator



Robert E. Lee & Associates, Inc.

Engineering, Surveying, Environmental Services

Green Bay Office
1250 Centennial Centre Boulevard
Hobart, WI 54155-8995
920-662-9641
FAX 920-662-9141

What is a CMOM?

CMOM is an acronym for **C**apacity, **M**anagement, **O**peration, and **M**aintenance. A CMOM program is a management tool that sanitary sewer system owners can use to operate and manage their collection system.

The Wisconsin DNR (through Wisconsin Administrative Code NR 210.23) requires that all owners of sanitary sewer collection systems develop and implement a CMOM Program by August 1, 2016.

A CMOM will do the following for your community:

- Identify and track sanitary sewer overflows, and plan how to avoid them.
- Identify groundwater infiltration into your system, and develop a plan to reduce it.
- Identify and track basement backups, and plan how to avoid them.
- Identify problem areas in your sanitary sewers, and prepare a plan to remedy them.
Such problem areas may include:
 - Flat sewers
 - Tree root problems
 - Broken or cracked sewer pipes
 - Manholes that are in poor condition
 - High maintenance lift stations
- Review or develop an Emergency Response Plan.
- Prepare a schedule for cleaning, televising, and monitoring your system.
- Ensure your system has capacity for the future growth of your community.
- Ensure that you have standards in place for design and maintenance of your system.
- Review your public outreach approach.

If you have any questions on the development of a CMOM program, please feel free to contact Mark Schuster at Robert E Lee & Associates, (920) 544-4498.
mschuster@releeinc.com.



Robert E. Lee & Associates, Inc.

Engineering, Surveying, Environmental Services

Green Bay Office
1250 Centennial Centre Blvd
Hobart, WI 54155-8995
920-662-9841
FAX 920-662-9141
E-Mail rel@releeinc.com

February 26, 2014

Mr. Steve Jacobson, Utility Manager
VILLAGE OF SISTER BAY
2383 Maple Drive
Sister Bay, WI 54234

*6-8 mos.
125 man hours to prepare*

RE: Engineering Services Proposal
Sister Bay CMOM Program Development

Dear Mr. Jacobson:

Thank you for allowing Robert E. Lee & Associates, Inc., the opportunity to provide this engineering services proposal for the creation of your CMOM program. This proposal is provided with the understanding that we will be preparing a CMOM for the Town of Liberty Grove concurrently with your CMOM.

DATA GATHERING

We propose that REL's data gathering phase for this project will include the following:

- ◆ Follow the 10 step guide published by WDNR to create a CMOM program.
- ◆ Interview Village staff to obtain required data and information.
- ◆ Conduct field investigations if required to gather and/or verify information.

PROGRAM PREPARATION

The program preparation phase will include the following:

- ◆ Prepare the CMOM program as outlined in the ten-step WDNR guide.
- ◆ Provide written and electronic copies of CMOM program for Village use.

OWNER RESPONSIBILITY

We propose the Owner's responsibilities are as follows:

- ◆ Make staff available for interviews
- ◆ Provide data, mapping, records, and other information required for CMOM

February 26, 2014
Mr. Steve Jacobson, Utility Manager
VILLAGE OF SISTER BAY
Page 2

The proposed fee for the engineering work is estimated as follows:

- ◆ Data Gathering and Program Preparation \$ 9,800.00 T & E (NOT TO EXCEED) ²²
4/4/14

The above fee is with the understanding that we will also be completing a CMOM for the Town of Liberty Grove and that both CMOMs will be completed concurrently.

We are able to begin work on the project immediately upon receiving approval. Attached, and made part of this proposal, is a copy of our Standard Terms and Conditions, dated June 2006.

If this proposal is acceptable, please sign in the location below, and return a copy for our files.

Call me if you have any questions.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

Dale A. Marsh
Dale A. Marsh, P.E.
Project Manager

David K. Welsing
David K. Welsing, V.P.
Construction Services Manager

DAM/DKW/NJM

ENC.

ACCEPTED BY VILLAGE OF SISTER BAY

SIGNATURE

DATE

PRINT NAME

TO BE INVOICED AFTER 1/30/15 ²² 4/4/14



Robert E. Lee & Associates, Inc.

Engineering, Surveying, Environmental Services

Effective November 1, 2013, our street name will change to 1250 Centennial Centre Boulevard

Green Bay Office
1250 Centennial Centre Boulevard
Hobart, WI 54155-8995
920-662-9641
FAX 920-662-9141

November 8, 2013

Mr. Steve Jacobson
VILLAGE OF SISTER BAY
P. O. Box 91
Sister Bay, WI 54234

RE: Proposal for Sludge Handling Study

Dear Steve:

Robert E. Lee and Associates, Inc., (REL) is pleased to provide this engineering services proposal for a brief study to review current sludge handling facilities and to compare current disposal practices to land application.

INTRODUCTION AND BACKGROUND

The wastewater treatment facility serving the Village of Sister Bay utilizes a multi-channel oxidation ditch for wastewater treatment and aerobic digestion for stabilization of the sludge. A sludge storage tank is used for storage of thickened sludge. Several modifications of the treatment facility were completed in 2004. The solids system modifications included a new sludge pump and a second aerobic digester that can also serve as a sludge storage tank.

Digester No. 1 and Digester No. 2 each have a diameter of 40 ft and a volume of approximately 170,000 gallons. Digester No. 2 is designed to function as an aerobic digester and a sludge storage tank depending on the loading levels. When loadings are moderate or the operator desires to provide a higher level of digestion, it will function as an aerobic digester, and the sludge contents will not be thickened. During periods of high loading, including the summer months, Digester No. 2 can be used as a sludge storage tank. In this operating mode, the sludge would be thickened to increase the storage volume.

In anticipation of the implementation of more restrictive effluent phosphorus limits for the Village of Sister Bay Wastewater Treatment Plant (WWTP), the Village would like to review current sludge handling facilities and practices. Compliance with lower effluent phosphorus limits will likely require enhancement of chemical phosphorus removal practices, along with additional tertiary treatment processes. The combination will likely result in additional sludge for disposal.

The Village of Sister Bay currently contracts-out the hauling of sludge to the Sturgeon Bay WWTP for disposal. With increasing sludge quantities, along with escalating fuel cost, this will become increasingly more expensive. Alternately, more local contract land disposal of the sludge may become more cost effective.

November 8, 2013
Mr. Steve Jacobson
VILLAGE OF SISTER BAY
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The study will identify and evaluate alternatives, which provide sufficient flexibility to adjust to changes in community growth and likely regulatory requirements. The most cost-effective alternative will be identified, and documented in a letter report.

Scope of Services

The proposed scope of services for the preparation of a letter report that will address the needs of sludge handling for the Village of Sister Bay WWTP into the future includes the following:

1. Conduct a kick-off meeting and site visit to obtain current operating data and to interview plant operating personnel regarding sludge handling.
2. Review the operating data and estimate future sludge quantities based on population growth and estimated increased sludge quantities due to anticipated phosphorus regulations.
3. Evaluate continued sludge disposal at Sturgeon Bay compared to land application.
4. Prepare a letter report summarizing the evaluation. Meet with representatives of the Village of Sister Bay to present the draft letter report and obtain comments.
5. Incorporate review comments and finalize the letter report.

LIST of COMMENTS

Project Schedule

We can begin work within one week of receiving authorization to proceed. We expect to complete a draft letter report within four weeks. A final letter report can be completed within two weeks following receipt of review comments.

Terms And Conditions

We propose to complete the scope of services described in this proposal in accordance with the attached Standard Terms and Conditions, dated June 2006. We estimate we can complete the scope described above for a lump sum fee of \$4,800.

We appreciate this opportunity to continue to provide technical services to the Village of Sister Bay. If you have any questions concerning this proposal, please call Mr. Terry Stebor at 920-544-4526.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.

Terry W. Stebor, P.E.
Water/Wastewater Engineering Manager

Dale A. Marsh, P.E.
Civil Engineering Manager

David K. Welsing, V.P.
Construction Services Manager

TWS/DAM/DKW/NJM

ACCEPTED BY THE VILLAGE OF SISTER BAY

SIGNATURE

DATE

PRINT NAME

VILLAGE OF SISTER BAY

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Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD		
10007	ACTION APPRAISERS INC	1253	Assessor	04/01/2014	2,875.00	2,875.00	04/03/2014		
Total 10007					2,875.00	2,875.00			
10113	SHIRLEY ADAMS	ELEC4114	Poll Worker compensation	04/02/2014	150.00	150.00	04/03/2014		
Total 10113					150.00	150.00			
10123	BETTY ANDERSON	ELEC4114	Poll Worker compensation	04/02/2014	150.00	150.00	04/03/2014		
Total 10123					150.00	150.00			
10125	ROBERT ANDERSON	ELEC4114	Poll Worker compensation	04/02/2014	140.00	140.00	04/03/2014		
Total 10125					140.00	140.00			
10214	SCOTT BAKER	QTR 1-14	Reimb - mileage	03/27/2014	172.48	172.48	03/27/2014		
Total 10214					172.48	172.48			
13505	BURKART-HEISDORF INS INC	242729	Boiler + Machinery - Village	03/11/2014	411.67	411.67	03/27/2014		
<i>Property Ins. renewal 5/01/14 to 1/01/15</i>									
					Boiler + Machinery - Marina	03/11/2014	205.79	205.79	03/27/2014
					Boiler + Machinery - Utilities	03/11/2014	1,224.43	1,224.43	03/27/2014
					Boiler + Machinery - Utilities	03/11/2014	1,819.15	1,819.15	03/27/2014
					Boiler + Machinery - Utilities	03/11/2014	454.79	454.79	03/27/2014
					Property - Village	03/11/2014	2,175.03	2,175.03	03/27/2014
					Property - Library	03/11/2014	219.54	219.54	03/27/2014
					Property - Marina	03/11/2014	4,021.44	4,021.44	03/27/2014
					Property - Utilities	03/11/2014	76.11	76.11	03/27/2014
					Property - Utilities	03/11/2014	1,925.23	1,925.23	03/27/2014
Property - Utilities	03/11/2014	118.92	118.92	03/27/2014					
Total 13505					12,654.00	12,654.00			
14309	CARDMEMBER SERVICE	0026A	Marina manager lunch	02/24/2014	41.00	41.00	04/03/2014		
		3408	Lodging - Z Jackson	03/05/2014	439.44	439.44	04/03/2014		
			Meals - Jackson		15.00	15.00	04/03/2014		
		8803	Cellphone battery Zeke	03/19/2014	10.48	10.48	04/03/2014		
		9680	Supplies - Christmas project	02/24/2014	20.54	20.54	04/03/2014		
Total 14309					526.46	526.46			
14310	CAPTAIN COMMODES INC	22449	Commode rental - Dog Park	03/31/2014	75.00	75.00	04/10/2014		
Total 14310					75.00	75.00			
17501	CHARTER COMMUNICATIONS	APR-14	Internet - Admin Bldg	03/23/2014	149.99	149.99	04/03/2014		
		APR14M	Internet - Marina	03/23/2014	20.00	20.00	04/03/2014		
			cable TV - Marina		110.68	110.68	04/03/2014		
Total 17501					280.67	280.67			
17519	COUNTRY WALK BP-AMOCO	1058	Village gas -	03/31/2014	165.00	165.00	04/10/2014		
Total 17519					165.00	165.00			
20007	DELTA DENTAL OF WIS	881484	Dental insurance	03/27/2014	1,058.76	1,058.76	03/27/2014		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 20007					1,058.76	1,058.76	
20399	DONOHUE & ASSOC	12032-33	Construction	03/12/2014	1,995.00	1,995.00	03/27/2014
		1232-33	Additional services	03/12/2014	72.50	72.50	03/27/2014
			Construction		870.00	870.00	03/27/2014
			Construction		2,147.50	2,147.50	03/27/2014
			Lighting		290.00	290.00	03/27/2014
			Additional services		72.50	72.50	03/27/2014
			Public outreach		607.50	507.50	03/27/2014
Total 20399					5,955.00	5,955.00	
20451	DOOR COUNTY HWY DEPT	40009501	Snowplowing/Sanding	03/27/2014	6,609.85	6,609.85	04/03/2014
			Signs - BSD project		104.34	104.34	04/03/2014
			Signs - BSD project		208.69	208.69	04/03/2014
			Signs - BSD project		208.69	208.69	04/03/2014
		40009553	Snowplowing/Sanding	03/31/2014	360.00	360.00	04/10/2014
Total 20451					7,491.57	7,491.57	
20504	EMPLOYER SERVICES LLC	E2742	Claims Management - HRA	03/14/2014	2,205.00	2,205.00	03/20/2014
			Health Insurance Policies		8,780.86	8,780.86	03/20/2014
Total 20504					10,985.86	10,985.86	
20505	EMPLOYEE BENEFITS CORP.	918012	Benny Fee	03/15/2014	2.00	2.00	03/20/2014
			FSA fee		35.00	35.00	03/20/2014
Total 20505					37.00	37.00	
20511	JOSEPH FELHOFER	313214	Reimb - lunch on road	03/13/2014	6.98	6.98	03/20/2014
Total 20511					6.98	6.98	
20512	EFTPS - ONLINE 941 PAYMENT	PR0316140	PRINT PAPER CHECK TO UPDATE GL /	03/20/2014	2,777.42	2,777.42	03/21/2014
			PRINT PAPER CHECK TO UPDATE GL /		649.58	649.58	03/21/2014
			PRINT PAPER CHECK TO UPDATE GL /		1,991.80	1,991.80	03/21/2014
		PR0324140	PRINT PAPER CHECK TO UPDATE GL /	03/27/2014	858.08	858.08	03/28/2014
			PRINT PAPER CHECK TO UPDATE GL /		200.68	200.68	03/28/2014
		PR0328140	PRINT PAPER CHECK TO UPDATE GL /	04/03/2014	2,710.60	2,710.60	04/04/2014
			PRINT PAPER CHECK TO UPDATE GL /		833.92	833.92	04/04/2014
			PRINT PAPER CHECK TO UPDATE GL /		2,009.85	2,009.85	04/04/2014
Total 20512					11,831.91	11,831.91	
20513	FABCO EQUIPMENT INC	W76483	Skid Steer Loader - maint. parts	03/12/2014	204.64	204.64	03/27/2014
Total 20513					204.64	204.64	
20599	EVENSON LAUNDRY INC	676901	Entrance mats - Admin Bldg	03/14/2014	28.00	28.00	04/10/2014
			Entrance mats - Fire Station		72.00	72.00	04/10/2014
Total 20599					100.00	100.00	
30809	FASTENAL	W1STU82660	Clips - Christmas	03/13/2014	27.33	27.33	03/27/2014
			Clips - Goats		27.34	27.34	03/27/2014
		W1STU82806	Grease for equip	03/20/2014	87.83	87.83	04/10/2014
			Shop supplies		8.80	8.80	04/10/2014

VILLAGE OF SISTER BAY

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Total 30609					151.10	151.10	
30622	FIRST BUSINESS BANK - MILW	2027-19410	Invest for Marina	04/07/2014	130,000.00	130,000.00	04/10/2014
Total 30622					130,000.00	130,000.00	
30701	FRONTIER	APR14	Sports Cplx phone	03/25/2014	40.79	40.79	04/03/2014
		APR14V	Admin Bldg phone	03/25/2014	178.11	178.11	04/03/2014
Total 30701					218.90	218.90	
30704	GANNETT WI NEWSPAPERS	7942585	Legal notices - Village	03/30/2014	73.78	73.78	04/10/2014
Total 30704					73.78	73.78	
30725	GIBRALTAR AREA SCHOOLS	7297	Refund overpayment of chargeback	03/31/2014	302.46	302.46	04/10/2014
Total 30725					302.46	302.46	
30750	GOING CO INC	123997V-3	garbage - Village	03/31/2014	6,514.65	6,514.65	04/10/2014
			recycle - Village		706.21	706.21	04/10/2014
		325803FS-3	recycling - Fire Station	03/31/2014	54.36	54.36	04/10/2014
Total 30750					7,275.22	7,275.22	
30751	GREAT-WEST	PR0315140	Great West Deferred Comp. DEFERRED	03/20/2014	1,252.58	1,252.58	03/21/2014
			Great West Deferred Comp. EMPLOYER		341.36	341.36	03/21/2014
		PR0328140	Great West Deferred Comp. DEFERRED	04/03/2014	1,233.64	1,233.64	04/04/2014
			Great West Deferred Comp. EMPLOYER		341.36	341.36	04/04/2014
Total 30751					3,168.94	3,168.94	
30757	GRUETT'S	87786P	2013 Polaris Brutus	03/05/2014	15.00	15.00	04/10/2014
Total 30757					15.00	15.00	
31805	HAMMERSMITH TV	10063854	Batteries Election Equip	03/26/2014	12.96	12.96	03/27/2014
Total 31805					12.96	12.96	
31815	HERLACHE SMALL ENGINE INC	122286	Parts for various equipment repair	03/24/2014	33.45	33.45	04/10/2014
Total 31815					33.45	33.45	
34851	JACKIE HOEKSTRA	ELEC4114	Poll Worker compensation	04/02/2014	150.00	150.00	04/03/2014
Total 34851					150.00	150.00	
40958	INNOVATIVE PRINTING LLC	17759	BSD detour maps	02/28/2014	47.00	47.00	04/10/2014
			BSD detour maps		94.00	94.00	04/10/2014
			BSD detour maps		94.00	94.00	04/10/2014
		17770	BSD detour maps	02/28/2014	75.20	75.20	04/10/2014
			BSD detour maps		150.40	150.40	04/10/2014
			BSD detour maps		150.40	150.40	04/10/2014
Total 40958					611.00	611.00	
40960	IIMC	9650-14	Municipal Clerk dues	03/26/2014	145.00	145.00	04/10/2014

VILLAGE OF SISTER BAY

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Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 40960					145.00	145.00	
40963	INSPECTION SPECIALIST LLC	FEB14	Building Inspection	02/28/2014	297.00	297.00	03/20/2014
		JAN14	Building Inspection	01/31/2014	301.50	301.50	03/20/2014
Total 40963					598.50	598.50	
41001	MATTHEW JACKSON	31814	Meeting mileage	03/18/2014	89.71	89.71	03/20/2014
		3714	Meals	03/07/2014	35.00	35.00	03/20/2014
			Meeting mileage		262.41	262.41	03/20/2014
Total 41001					387.12	387.12	
41090	JUNGWIRTH'S ACE HARDWARE	2284-03	Maintenance - Village Hall	03/31/2014	70.02	70.02	04/10/2014
			Maintenance - Post Office		.84	.84	04/10/2014
			Minor equipment		3.99	3.99	04/10/2014
			supplies - Misc Municipal		57.09	57.09	04/10/2014
			Maintenance - Sports Complex		10.85	10.85	04/10/2014
			Seasonal Decorations - Christmas		17.25	17.25	04/10/2014
			Maintenance - Vehicle		9.85	9.85	04/10/2014
			Maintenance - TKH		66.97	66.97	04/10/2014
Total 41090					236.66	236.66	
41102	RONALD H KANE	ELEC4114	Poll Worker compensation	04/02/2014	140.00	140.00	04/03/2014
Total 41102					140.00	140.00	
41103	KANSAS CITY LIFE	21018-4	Disability Insurance	03/10/2014	396.48	396.48	03/20/2014
Total 41103					396.48	396.48	
41131	KURT KNUDSON HEATING & AC	1287	Service call - Maintenance Bldg	03/19/2014	83.76	83.76	03/27/2014
		1294	heating units repairs - Firestation	03/24/2014	90.00	90.00	03/27/2014
Total 41131					173.76	173.76	
41201	FREDERICK C LANDSTROM	ELEC4114	Poll Worker compensation	04/02/2014	140.00	140.00	04/03/2014
Total 41201					140.00	140.00	
41205	LAMPERT'S LUMBER	20311608+828	BSD signage	03/10/2014	12.03	12.03	04/10/2014
			BSD signage		24.06	24.06	04/10/2014
			BSD signage		24.06	24.06	04/10/2014
		20311720	Maintenance - Equipment parts	03/11/2014	42.30	42.30	04/10/2014
		20311904	Maintenance - Village Hall	03/14/2014	70.00	70.00	04/10/2014
		20312360	Maintenance - Sports Complex	03/24/2014	39.48	39.48	04/10/2014
Total 41205					211.93	211.93	
41212	ROBERT E LEE & ASSOC INC	67520	Scandia Village - relmb to Village	03/18/2014	2,598.50		
Total 41212					2,598.50	.00	
41218	AIRGAS	9026022404	oxy acetylene	03/24/2014	34.86	34.86	04/10/2014

VILLAGE OF SISTER BAY

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Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 41218					34.66	34.66	
41319	MAY'S SPORT CTR	110233	Lawnmower parts	03/10/2014	189.10	189.10	04/10/2014
		32814	Toro lawnmower- bagger + blower	03/28/2014	2,880.00	2,880.00	04/10/2014
Total 41319					3,049.10	3,049.10	
51329	MILTON PROPANE	142504	Propane - Firestation	03/22/2014	948.53	948.53	04/10/2014
		143045	Propane - Library	03/03/2014	714.06	714.06	03/20/2014
		146053	Propane - Library	03/27/2014	850.02	850.02	04/03/2014
		148001	Propane - Firestation	03/27/2014	910.21	910.21	04/03/2014
		218219	Propane - Firestation	03/17/2014	1,039.33	1,039.33	03/27/2014
Total 51329					4,282.15	4,282.15	
51330	MINNESOTA LIFE	MAY14	Life Insurance -	03/28/2014	321.02	321.02	04/10/2014
Total 51330					321.02	321.02	
61536	OFFICE DEPOT CREDIT PLAN	698137265	Office Supplies - post-it notes	02/21/2014	7.12	7.12	03/27/2014
			Toner - Village		87.99	87.99	03/27/2014
			Correction tape		4.08	4.08	03/27/2014
		699137548001	Magazine Holders	02/22/2014	8.19	8.19	03/27/2014
			Magazine Holders		9.20	9.20	03/27/2014
			Magazine Holders		2.30	2.30	03/27/2014
		699137549	Address Stamp	02/21/2014	28.98	28.98	03/27/2014
		699143834	Office Supplies - CD/DVD storage box	02/21/2014	10.19	10.19	03/27/2014
Total 61536					136.05	136.05	
61601	PAPER WORKS PLUS LLC	3384	TKH events	02/03/2014	5.00	5.00	03/20/2014
Total 61601					5.00	5.00	
61614	PENINSULA PULSE	5716	Employment ad - Marina	03/26/2014	10.00	10.00	04/03/2014
Total 61614					10.00	10.00	
61618	PENINSULA PACERS LLC	238	TKH Broomball Netting	03/25/2014	539.55	539.55	04/10/2014
Total 61618					539.55	539.55	
61633	PINKERT LAW FIRM LLP	91	Legal Services - Village	03/31/2014	906.50		
			Gage lawsuit		867.50		
			BSD - stormwater easements		1,108.00		
			Quarry lawsuit		73.50		
			Canterbury Lane project		147.00		
			Hull Property		367.50		
			School property sale		226.00		
			West Capitol		784.00		
			Zaug		73.50		
Total 61633					4,543.50	.00	
61637	PITNEY BOWES	1300946-MR14	Term Rental - Village	03/31/2014	29.53	29.53	04/03/2014
			Term Rental - Marina		8.48	8.48	04/03/2014
			Term Rental - Utilities		24.43	24.43	04/03/2014
			Term Rental - Utilities		22.33	22.33	04/03/2014

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
			Term Rental - Utilities		6.43	6.43	04/03/2014
		31714	Postage for Meter	03/17/2014	200.00	200.00	03/20/2014
	Total 61637				291.18	291.18	
61640	QUALITY STATE OIL	913205	Fuel Oil - Village Hall	03/25/2014	857.67	857.67	04/03/2014
		913208	Fuel Oil - Old Fire Station	03/25/2014	1,312.63	1,312.63	04/03/2014
	Total 61640				2,170.20	2,170.20	
71907	SCHENCK BUSINESS SOLUTIONS INC	SC10020843	Audit examination - Village	03/13/2014	5,930.00		
			Audit examination - Marina		1,600.00		
			Audit examination - TIF Dist		920.00		
	Total 71907				8,450.00	.00	
71911	SEPTIC MAINTENANCE LLC	14-305	Inspect/unclog drains - Admin Bldg	03/27/2014	345.00	345.00	04/10/2014
			Inspect/unclog drains - Post Office		345.00	345.00	04/10/2014
	Total 71911				690.00	690.00	
71920	SISTER BAY ADVANCEMENT	1STQTR14	1st Quarter Support (to be approved)	03/31/2014	12,500.00		
	Total 71920				12,500.00	.00	
71925	SISTER BAY AUTO	85028	spark plug	02/28/2014	10.16	10.16	04/10/2014
		85121	spark plug	03/13/2014	20.32	20.32	04/10/2014
			Filter		30.94	30.94	04/10/2014
	Total 71925				61.42	61.42	
71926	SISTER BAY SEWER & WATER	1098	DC Computer credit used for Village	03/31/2014	269.85	269.85	04/10/2014
			Consulting - Village Stormwater SJ		50.28	50.28	04/10/2014
			Consulting - S Jacobson BSD project		150.84	150.84	04/10/2014
			Consulting - BSD project SJ		50.28	50.28	04/10/2014
			Consulting - Village Stormwater SJ		50.28	50.28	04/10/2014
			Consulting - Village Stormwater MS		42.07	42.07	04/10/2014
	Total 71926				613.60	613.60	
71927	SISTER BAY/LIBERTY GROVE FIRE	32414	Reimb garage door mnt pd to Action	03/24/2014	755.13	755.13	04/10/2014
			Projector project		1,896.00	1,896.00	04/10/2014
		QTR2-14	Support	04/01/2014	27,670.75	27,670.75	04/03/2014
	Total 71927				30,321.88	30,321.88	
71930	SISTER BAY/LIBERTY GROVE LIBRA	QTR 2	2nd Qtr Support	04/01/2014	6,975.14	6,975.14	04/10/2014
	Total 71930				6,975.14	6,975.14	
71931	SISTER BAY MOBIL	21414	Village gas -	02/14/2014	52.45	52.45	03/20/2014
		22614	Village gas -	12/31/2013	358.20	358.20	03/20/2014
	Total 71931				410.65	410.65	
71982	CHRISTY SULLY	314	travel reimb - elections	03/24/2014	76.16	76.16	03/27/2014

VILLAGE OF SISTER BAY

Payment Approval Report - Village
Input Data(s): 03/19/2014 - 04/14/2014Page: 7
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Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 71982					76.18	76.18	
71997	JANAL SUPPANZ	214	reimbursement for mileage	02/28/2014	8.96	8.96	03/20/2014
Total 71997					8.96	8.96	
72029	TOWN OF SEVASTOPOL	2014-06	video recording - board meeting	02/11/2014	200.00	200.00	03/20/2014
Total 72029					200.00	200.00	
72995	DOUGLAS VAN VOROUS	ELEC4114	Poll worker compensation	04/02/2014	140.00	140.00	04/03/2014
Total 72995					140.00	140.00	
73003	VERIZON NORTH	68048511	Village phone - long distance	04/10/2014	29.28	29.28	04/10/2014
Total 73003					29.28	29.28	
73007	VOIGHT AUTOMOTIVE	28081	replace brake lamp bulb	03/19/2014	7.86	7.86	04/10/2014
Total 73007					7.86	7.86	
81988	WARNER-WEXEL WHOLESALE	108789	custodial supplies - Village	03/11/2014	92.29	92.29	04/10/2014
Total 81988					92.29	92.29	
82350	WI PUBLIC SERVICE	MAR14	Street Lights	03/31/2014	2,172.88	2,172.88	04/10/2014
			Old School		11.86	11.86	04/10/2014
			Fire Station		1,177.38	1,177.38	04/10/2014
			Parks Lights		11.86	11.86	04/10/2014
			Sports Complex		679.50	679.50	04/10/2014
			Dock		1,523.13	1,523.13	04/10/2014
			J Dock		801.13	801.13	04/10/2014
			Boathouse		9.86	9.86	04/10/2014
			Old Fire Station		171.28	171.28	04/10/2014
			Swale Pump		16.78	16.78	04/10/2014
			Bike Trail Lights		108.86	108.86	04/10/2014
			Admin Bldg		585.86	585.86	04/10/2014
			Village Hall		436.83	436.83	04/10/2014
Total 82350					7,508.21	7,508.21	
99998	ONE TIME VENDOR	54313751N	Notary bond insurance	03/21/2014	30.00	30.00	04/03/2014
		KWOLF	refund - Dockage overpayment	03/14/2014	5.00	5.00	03/20/2014
Total 99998					35.00	35.00	

Total Paid: 257,299.93
Total Unpaid: 28,092.00
Grand Total: 285,391.93

SISTER BAY UTILITIES

Payment Approval Report - Utilities
Input Date(s): 03/18/2014 - 04/14/2014Page: 1
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Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
10005	ACTION ELECTRIC INC	28043	WWTP roof vent fan	03/31/2014	115.70	115.70	04/09/2014
Total 10005					115.70	115.70	
10008	AMERICAN WATER WORKS ASSOCIAT	MEMBERSHIP	Dues - S. Jacobson	04/02/2014	325.00	325.00	04/02/2014
Total 10008					325.00	325.00	
20480	DOOR COUNTY HIGHWAY DEPT	40009511	WWTP snow plowing	03/15/2014	172.47	172.47	04/02/2014
Total 20480					172.47	172.47	
20506	E & B SCALE SERVICES INC	5367	equipment testing - scale	04/02/2014	105.00	105.00	04/09/2014
Total 20506					105.00	105.00	
20513	ENERGENECS INC	0028043-IN	collection system pump repair	03/20/2014	193.65	193.65	03/26/2014
Total 20513					193.65	193.65	
20518	FIRST BUSINESS BANK	JT #2030-32610	transfer from Utility checking <i>Funds transfer (a CD matured)</i>	03/26/2014	85,557.82	85,557.82	03/26/2014
Total 20518					85,557.82	85,557.82	
30641	FRONTIER	APR 2014	plant phones plant phones	04/01/2014	86.39 86.38	86.39 86.38	04/09/2014 04/09/2014
Total 30641					172.77	172.77	
30642	FRONTIER COMMUNICATIONS	4/2014	telemetry allocation	04/01/2014	1.28	1.28	04/09/2014
			telemetry allocation		1.28	1.28	04/09/2014
			telemetry allocation		.64	.64	04/09/2014
		APR 2014	telemetry allocation	03/25/2014	56.80	56.80	04/02/2014
			telemetry allocation		56.80	56.80	04/02/2014
			telemetry allocation		28.40	28.40	04/02/2014
		MAR2014	telemetry allocation	03/19/2014	5.44	5.44	03/26/2014
			telemetry allocation		5.44	5.44	03/26/2014
			telemetry allocation		2.72	2.72	03/26/2014
Total 30642					156.80	156.80	
30750	GOING CO INC	MAR 2014	WWTP rubbish disposal	03/31/2014	40.84	40.84	04/09/2014
Total 30750					40.84	40.84	
30752	GRAINGER	9388862186	coll sys - pump repair	03/13/2014	41.66	41.66	03/19/2014
Total 30752					41.66	41.66	
31816	HAWKINS INC	3572645 RI	chemicals - collection system	03/13/2014	304.06	304.06	03/26/2014
Total 31816					304.06	304.06	
40963	ITU ABSORB TECH	5816212	WWTP laundry service	03/04/2014	58.70	58.70	04/09/2014
		5821426	WWTP laundry service	03/18/2014	56.81	56.81	04/09/2014
Total 40963					115.51	115.51	
41005	STEVEN JACOBSON	MARCH 2014	mileage	03/31/2014	122.26	122.26	04/02/2014

SISTER BAY UTILITIES

Payment Approval Report - Utilities
Input Date(s): 03/19/2014 - 04/14/2014Page: 2
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Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
			mileage		18.99	18.99	04/02/2014
			mileage		4.75	4.75	04/02/2014
			mileage		10.75	10.75	04/02/2014
			mileage		10.75	10.75	04/02/2014
			parking		4.40	4.40	04/02/2014
	Total 41005				171.90	171.90	
41090	JUNGWIRTH'S ACE HARDWARE	MAR 2014	medical/safety supplies	03/31/2014	2.10	2.10	04/09/2014
			tools		73.54	73.54	04/09/2014
			misc. other supplies		28.53	28.53	04/09/2014
			equipment maintenance		9.99	9.99	04/09/2014
			medical/safety supplies		3.11	3.11	04/09/2014
			tools		48.47	48.47	04/09/2014
			misc. other supplies		5.98	5.98	04/09/2014
			WWTP structure maintenance		34.69	34.69	04/09/2014
			WWTP equipment maintenance		27.78	27.78	04/09/2014
			equipment maintenance		1.80	1.80	04/09/2014
			medical/safety supplies		.78	.78	04/09/2014
	Total 41090				236.77	236.77	
41196	LAKESHORE WASTE SYSTEMS INC	37095	sludge - hauling	03/27/2014	914.00	914.00	04/02/2014
	Total 41196				914.00	914.00	
41212	ROBERT E LEE & ASSOC INC	67519	engineering services - Stony Ridge	03/18/2014	1,994.20		
			<i>(Has been billed to Garot)</i>				
	Total 41212				1,994.20	.00	
41301	MAREK & ASSOCIATES	10164	lab gloves	03/31/2014	178.46	178.46	04/02/2014
	Total 41301				178.46	178.46	
51315	MIDWEST METER INC	0053992-IN	meter repair parts	03/31/2014	985.45	985.45	04/02/2014
	Total 51315				985.45	985.45	
51325	MILTON PROPANE	032714	propane	03/27/2014	858.12	858.12	04/02/2014
	Total 51325				858.12	858.12	
51435	NORTH WOODS SUPERIOR CHEMICAL	53818	medical safety supplies	03/11/2014	28.29	28.29	03/19/2014
			medical safety supplies		42.03	42.03	03/19/2014
			medical safety supplies		10.50	10.50	03/19/2014
	Total 51435				80.82	80.82	
51436	NORTHERN LAKE SERVICES INC	251317	WWTP sample testing	03/18/2014	30.00	30.00	03/19/2014
		251959	WWTP sludge testing	03/31/2014	373.70	373.70	04/02/2014
	Total 51436				403.70	403.70	
51438	NORTH SHORE BANK	DNR3-20	WW DNR Replacement Fund	03/20/2014	250,000.00	250,000.00	03/20/2014
			<i>(Funds transfer to a new CO)</i>				
	Total 51438				250,000.00	250,000.00	
81810	PAPER WORK PLUS LLC	3450	printing supplies	03/12/2014	4.86	4.86	03/19/2014
			printing supplies		7.22	7.22	03/19/2014

SISTER BAY UTILITIES

Payment Approval Report - Utilities
Input Date(s): 03/19/2014 - 04/14/2014Page: 3
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Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
			printing supplies		1.80	1.80	03/19/2014
		3478	office supplies	03/24/2014	1.39	1.39	04/02/2014
			office supplies		2.07	2.07	04/02/2014
			office supplies		.52	.52	04/02/2014
			Total 61610		17.86	17.86	
61977	STURGEON BAY UTILITIES	009506	sludge processing	03/27/2014	678.53	678.53	04/09/2014
			Total 61977		678.53	678.53	
61978	SCHENCK BUSINESS SOLUTIONS	SC10020944	Audit	03/13/2014	2,537.50	2,537.50	03/19/2014
			Audit		3,770.00	3,770.00	03/19/2014
			Audit		942.60	942.60	03/19/2014
			Total 61978		7,250.00	7,250.00	
61979	SHOPKO STORES	06924	BSD photo album	03/08/2014	5.00	5.00	04/09/2014
			BSD photo album		4.99	4.99	04/09/2014
			custodial supplies wwtp lab		13.24	13.24	04/09/2014
			custodial supplies allocation		4.63	4.63	04/09/2014
			custodial supplies allocation		6.88	6.88	04/09/2014
			custodial supplies allocation		1.72	1.72	04/09/2014
			Total 61979		36.46	36.46	
71905	MIKE SCHELL	MAR 2014	mileage - WRWA conference	03/31/2014	92.96	92.96	04/02/2014
			lodging - WRWA conf.		220.00	220.00	04/02/2014
			Total 71905		312.96	312.96	
71922	TOP SHELF CAFE & GOURMET	9926	UPS shipping	03/03/2014	21.80	21.80	04/09/2014
		9926	UPS shipping	03/04/2014	23.06	23.06	04/09/2014
			Total 71922		44.86	44.86	
72063	POSTMASTER	TR 2014 BILING	quarterly billing - SB	04/07/2014	142.29	142.29	04/07/2014
			quarterly billing - SB		66.37	66.37	04/07/2014
			quarterly billing - SB		58.90	58.90	04/07/2014
			quarterly billing - LG		22.45	22.45	04/07/2014
			quarterly billing - LG		22.45	22.45	04/07/2014
			Total 72063		329.46	329.46	
73100	VILLAGE OF SISTER BAY	MARCH 2014	payroll and exp nd by Village	04/01/2014	47,691.95		
			Total 73100		47,691.95	.00	
80028	WISCONSIN DNR - OP CERT	CERT #32294	B Lang op cert	03/26/2014	45.00	45.00	03/26/2014
			Total 80028		45.00	45.00	
82350	WI PUBLIC SERVICE	13775571-00000	electricity - water system	03/24/2014	2,096.36	2,096.36	04/02/2014
			electricity - wastewater plant		5,227.12	5,227.12	04/02/2014
			electricity - lift stations		444.13	444.13	04/02/2014
			electricity - info booth		19.60	19.60	04/02/2014

SISTER BAY UTILITIES

Payment Approval Report - Utilities
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Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 82350					7,787.23	7,787.23	
82351	WIS PUBLIC SERVICE	MAR 2014	Well #3 - LGUD	03/19/2014	122.77	122.77	03/19/2014
			Well #3 - Sister Bay		368.31	368.31	03/19/2014
Total 82351					491.08	491.08	

Total Paid:	338,106.94	- (65,557.82 + 250,000.00)	= 22,548.12
Total Unpaid:	49,888.15	- 47,691.95	= 1996.20
Grand Total:	387,995.09		24,544.32

Dated: 4/09/14

Staff: Judiana Newman

1 ADMINISTRATION AND COMPENSATION
2 COMMITTEE MEETING MINUTES
3 TUESDAY, MARCH 25, 2014
4 (APPROVAL PENDING)
5

6 The March 25, 2014 meeting of the Village of Sister Bay Administration and Compensation
7 Committee was called to order at 2:04 PM by Chairman Dave Lienau.
8

9 **Present:** Chairman Lienau and Committee Members Pam Abshire and Pat Duffy, Village
10 Administrator Zeke Jackson and Finance Director Juliana Neuman
11

12 **Approval of the Agenda**

13 *Duffy moved and Abshire seconded. Motion carried—all Ayes.*
14

15 **Approval of the Minutes**

16 *Duffy moved and Abshire seconded approval of the February 18 meeting minutes as presented.*
17 *Motion carried—all Ayes.*
18

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

20 None.
21

22 **Discussion Items**

23 **1. Discussion on Employee Benefits**

24 **a. Current Benefits Package**

25 Jackson reviewed the revised Outline of Employee Benefits as follows:

26 --Medical and Dental insurance premiums for employees and families are paid by the
27 Village at 90%, with a \$10,000 cap on Medical insurance costs in place for 2014.
28 Spreadsheets were provided for comparisons with Door County's costs, which are generally
29 higher.

30 --Flex-spending accounts are available to employees at a current cost to the Village of
31 \$37/month.

32 --Enrollment in the Wisconsin Retirement System (WRS) is mandatory for employees
33 working 1200 hours per year or more. In response to a question from Lienau, Jackson stated
34 that the enrollment would be dropped if an employee's hours were less than 1200 in a
35 subsequent year. Neuman disagreed and said she would review the requirements. [**Once an
36 employee is enrolled, "participation must be continued even if hours are subsequently
37 reduced"** (WRS Admin Manual, Chapter 3, Section 311.) Duffy suggested setting up some
38 type of automatic checkpoint when 1000 hours is reached, in order to review employee
39 status before mandatory enrollment is incurred.

40 --Basic Life Insurance coverage is required for all WRS enrollees after 6 months, at Village
41 expense. Additional coverage is available at employee expense.

42 --A Deferred Compensation program is available at employee expense. In addition, the
43 Village pays into this program at the WRS rate for employees who have "retired" and then
44 returned to work. Jackson, Duffy and Lienau all objected to this practice. Neuman
45 mentioned that the State of Wisconsin has since taken action to limit rehiring. Duffy
46 wondered if the State's action is sufficient for the Village is rely on, in case other employees
47 try to follow in the footsteps of the original three.

1 --A Comp Time carryover reduction was discussed by the Personnel Committee in February
2 of 2013, but no action was taken because supervisory staff felt that an employee meeting
3 should be held first and the Personnel Committee Chairman agreed. Kufirin's subsequent
4 resignation served to put the issue on the back burner. Going forward, Lienau and Duffy
5 suggested that Comp Time should become part of a Paid Time Off policy. Comp Time is
6 accrued by saving overtime hours; Jackson sees the need for some overtime work by Utility
7 employees but believes that overtime could be eliminated in the Parks Department by
8 means of careful scheduling. A lengthy discussion on scheduling followed.

9 --Overtime for fulltime, year-round Village employees is calculated according to a 40-hour
10 week, regardless of whether the week contains some leave time. This is apparently a long-
11 standing practice that Neuman said she had questioned when she first became responsible
12 for payroll. She said she was told that this is one of the 'perks' that municipal employees
13 expect. (According to statute, overtime is paid only after 40 hours have been worked in one
14 week. The Village Personnel Handbook states this as well.) After much discussion, there was
15 consensus that this practice should be eliminated.

16 --Vacation time is accrued for a full year before it can be used. Duffy expressed the opinion
17 that it should be available sooner. Jackson observed that it is less expensive to offer more
18 generous paid time off than it is to pay higher wages.

19 --Sick leave is accrued at the rate of one day per calendar month, and up to 30 days may be
20 carried over each year.

21 --Two personal days per year are allowed.

22 --Holidays may or may not be included in a PTO policy. There are currently 6 holidays.

23 24 **b. Potential Future Benefits Package**

25 --Avoid triggering mandatory retirement benefits at 1200 hours.

26 --Avoid rehiring of "retired" employees at their prior level of pay and benefits.

27 --Calculate comp time accrual in dollars, not hours, so that pay-out is at the same wage rate
28 at which the hours were earned. (Divide the dollar amount accrued by the new rate of pay
29 to determine the number of hours available in the new year.)

30 --Reduce comp time carryover to two weeks (80 hours) or none (they can use PTO days).
31 Jackson would like an employee focus group to weigh in on this issue, but only after a more
32 generous PTO policy has been worked out.

33 --Increase the number of holidays as part of a total leave time package. Lienau suggested a
34 total of ten. Under the current policy, this total would be added to two personal days, 12
35 sick days, and accrued vacation. This would provide 34 PTO days (instead of 30) for a new
36 hire after the first year. However, Duffy objected to both the sick day allowance of 12 per
37 year and the current vacation day accrual of 5 weeks (25 days) after 22 years.

38 --Offer vacation leave after 6 months or as earned rather than after a full year. Have three
39 five-year accrual brackets instead of four seven-year brackets, with ten days in the first year,
40 15 days after 5 years, and 20 days after 10 years. This would increase the 34 PTO days
41 (described above) to a maximum of 44 days.

42 --Bring eligibility for overtime pay in line with state and federal statutes.

43 --Cancel the policy allowing employees to donate sick leave to each other, due to differing
44 pay rates.

45 --Allow payout of at least some PTO upon quitting, to avoid having an employee call in sick
46 until their leave time is used up and then return to work and announce their resignation.

47 --Stagger shifts to avoid overtime on weekend days.

1 --Offer bonuses for money-saving performance (Jackson) and/or massages on the job
2 (Lienau).

3

4 **2. Consider a motion to take action, if required**

5 None.

6

7 **4. Matters to be placed on a future agenda or referred to a Committee, Official or Employee**

8 --Neuman will research WRS rules re: covered employees whose hours drop below 12000.

9 --Neuman will survey other Door County municipalities re: overtime policies.

10

11 **Adjournment**

12 *At 4:05 PM Abshire moved and Duffy seconded that the meeting be adjourned. Motion*
13 *carried.*

14

15 Respectfully Submitted,



16

17 Juliana Neuman

18 Finance Director

19

20 Name: h:\files\active\agendas\finance\2014\2014_03\03252014 admin\comp minutes - unapproved version.docx Created:
21 5/21/2013 9:14 AM Printed: 4/10/2014 10:00 AM Author: Juliana Neuman Last Saved By: Juliana Neuman



Door County Coastal Byway Council Meeting Minutes – Thursday, March 27, 2014

Time: 8:30 a.m.
Place: Jacksonport Town Hall, 3365 County V, Jacksonport

Call to Order. Chair Ann Miller called the meeting to order at 8:35 a.m.

Declaration of a Quorum / Adopt Agenda. Motion by Chuck Tice second by Scott to adopt the agenda, as printed. Motion carried. The following Council members were present and shall constitute a quorum:

Town of Liberty Grove - Ann Miller, primary
Town of Jacksonport - Sue Jarosh, alternate and Al Fritzschein, primary arriving at 9:25 a.m.
Village of Sister Bay - Scott Baker, primary
Town of Sevastopol - Chuck Tice, primary
Village of Ephraim - Charity Buhr, primary

Also present:

Linda Wait, recording secretary
Sam Perlman, DCEDC

Approval of Previous Minutes. Motion by Scott Baker second by Sue Jarosh to approve the minutes of February 27, 2014. Motion carried.

Treasurer's Report. Sam reported a balance of \$18.35 as of 3/6/2014. Received today a \$50 check from VFW Post 929 toward parade float expenses. Sam is awaiting correspondence from WPS to confirm grant funds so that we can submit reimbursement request. Everyone has submitted their invoices and Sam will process with the final reimbursement request to the State. We will need to purchase some DVDs to turn copies of the interpretive plan (Ann would like 3). Motion by Tice and second by Miller to accept the treasurer's report. Motion carried.

Pending Business

A. Parade floats scheduling application submission and event themes vs. décor and staffing/tow vehicles for Byway community events. Contributions received/pledged to date from general public to aid in construction/exhibition of. Discussion/action on. As a result of our entry in the St. Patrick's Day Parade, the SBVC awarded a "Best Non Profit Entry Honorable Mention" certificate to the Coastal Byway. Thanks, Chuck, for all your hard work and to Ann for assisting with decorations.

There was discussion on future parade entries and it was unsure if cash prizes were awarded any more. We will try to do the following parades, if enough volunteers:

- Maifest - May 24th in Jacksonport (line up starts at 9:30 am on Cave Point Drive)
- FyrBal – June 21st in Ephraim
- Olde Ellison Bay Days – June 28th (theme is uncorked)
- Baileys Harbor – July 4th starts at 10 am (register by June 30th, limited to 80 floats, theme is Spirit of the Day or Beach Party)
- Egg Harbor July 4th – starts at 1 pm, just show up
- Carlsville Days – mid-July ?
- Marina Fest – August 30th Labor Day weekend

Door County Coastal Byway Council

March 27, 2014

Fall Fest – October 18th in Sister Bay
 Thanksgiving Day – Jacksonport November 27th
 New Year's Day – 1 pm in Egg Harbor

Scott offered to store the kiosk in Sister Bay and Chuck will deliver it today. Ann suggested working with business associations for decorations and volunteers. Chuck indicated his trailer is available most of the time.

B. Update information on brochure for 2014 edition and distribution. Discussion/action on. Most felt it should include the actual image of the blue wave, not just a wavy line. Consensus was to correct that and leave rest as is.

Sam suggested thinking about the website after we get the last reimbursement and set aside some funds for that. Schmeackle basically has given us the layout, so it should be relatively simple.

No pricing available yet on the brochures. We have received approval from the State to place in 8 travel centers. Christine is in the process of reaching out to the centers for a count. Sam will look at prices for 10, 20 and 30,000 and then consider whether we might want changes in 2 years.

C. Continuation of discussion on Byway Group fundraising and community awareness projects to assist in target project funding. Community awareness appears to be an expense rather than revenue at this point.

D. Update from Sam on individual participating member communities submission of in-kind hours for final reimbursement from National Byway Grant to Sam at DCEDC. Discussion/action. Sam indicates that submissions appear to be sufficient to cover the in-kind contributions.

E. DOT resurfacing projects along Byway Corridor and potential impacts on various aesthetics along route. Submission of concerns on DOT official comment form prior to April 18 deadline. Discussion/action on. Future construction projects include:

Sturgeon Bay to Egg Harbor on STH 42, 12 miles commencing after Labor Day

Ephraim and Gibraltar – 2016 and 2017

Baileys Harbor to Sister Bay – 2016 with re-routing down Q up to Ephraim. (See project schedule and comment sheet attached.)

Ann will follow up on some discussions regarding removal of old stone fences. Ann also indicated that the Wis DOT has an "In This Together" program. A rep will come out and deal with signage while under construction, along with Trans 202 dealing with byways, to coordinate placement and appearance, and avoid any implication that the byway does not benefit the community by not allowing signage. Ann will also check with Door County Zoning Department.

F. Review of 6 remaining steps required as part of application process to FHWA for consideration as a National Scenic Byway. Discussion/consideration for action on.

Ann spoke with Gary Jensen in Washington and he doesn't see the application status opening before this summer; it is on a cycle similar to grants. There are 14 steps and we appear to have accomplished 8. Charity will work with Jane Carrola to clarify some of the points. Ann has a VISTA pdf that we might want to distribute.

G. German Festival – Tentative 1st Sat. in May 2015 and possible event scheduling against competing events in close proximity to. Ann working on this.

Door County Coastal Byway Council

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H. DCCB review of and consideration of support for corridor project proposals that may have been submitted by partners and local nfp's based on established ranking criteria. None

New Business

Correspondence . Chuck indicated that Sturgeon Bay will be designated as a Coast Guard city, the only one on the Great Lakes and only 9 nationwide. There may be some special doings on Mother's Day weekend to celebrate the Coast Guard.

Agenda items for next meeting / suggestions: pricing on brochure.

Future Meeting Dates: Next meeting will be April 24, 2014 at Liberty Grove beginning at 8:30 a.m. (Ephraim backup location).

Payment of any Bills. Motion by Charity and second by Al to reimburse Chuck the sum of \$434 and reimburse Ann the sum of \$262 for float expenses. Motion carried.

Adjourn. Motion by Charity and second by Scott to adjourn. Motion carried and meeting adjourned at 10:13 a.m.

Respectfully submitted,

Linda Wait, recording secretary

[draft 4/8/2014]

1 quotes also include an option to add an extra 2 inches of gravel to improve the strength of each base.
 2 Neuman noted that the total for repair of the two streets with the extra gravel comes to \$94,960, just
 3 \$6354 more than we currently have in Capital Project Reserves for this purpose. There is also street
 4 maintenance money in the Parks budget (\$9437 for 2014).

5
 6 Lienau pointed out that Scandia and Woodcrest comprise the approved route that waste haulers use to
 7 reach the Wastewater Plant, as well as the construction detour route both now and during the DOT
 8 project in 2015-16. Duffy stated that any repair we make must be strong enough to withstand that heavy
 9 usage and added that the corners will require extra fortification. Jackson agreed to make sure that
 10 Kolodziej knows that Scandia/Woodcrest is the waste haulers' route and to ask Kolodziej whether the
 11 repairs as quoted can be expected to hold up to that traffic as well as during the DOT detour period.
 12 However, he pointed out that the waste hauling will occur anyway; it is only the DOT detour that might
 13 add some heavy usage, but that will probably be minimal given the scope of work. Lienau commented
 14 that the Canterbury/Maple bypass will tend to increase traffic on Woodcrest as well.

15 *Solomon moved and Duffy seconded that the Village move ahead, contingent on Kolodziej's reply,*
 16 *with the repairs to Scandia and Woodcrest roads as quoted by the County Highway Department. All*
 17 *voted Aye.*

18
 19 Note: Kolodziej will also prepare a quote for repairs to Bluffside, which was not included in the initial
 20 quotes. The DOT will be responsible for the first 150 feet (at the hill) and will curb its portion. A
 21 stormwater solution will be essential to avoid flooding at the end of the curbed section. Older catch
 22 basins under the street are likely to need cleaning and repair.

23 24 **6. Discussion on funding for planned capital projects**

25 Beach Expansion

26 Neuman reviewed the possible sources of funding: a commitment from Baylake Bank to loan
 27 \$650,000, the Stewardship grant remainder of \$646,000, and four grant applications. The bank loan
 28 would be for ten years, with a loan origination fee of \$500 and an interest rate fixed at 1.965% for the
 29 first five years. The largest grant amount could be \$800,000.

30 *Lienau moved to recommend that the Village Board accept bank loan financing and the use of the*
 31 *Stewardship grant and/or new grant money to fund the beach project. The motion was seconded by*
 32 *Solomon and all voted Aye.*

33 34 Economic Development

35 Jackson presented the possibility of working with a second recruiter on a result-based fee basis, either
 36 instead of or in addition to Vandewalle and Associates. The two most interested property owners have
 37 agreed to contribute some money to assist with Vandewalle's recruitment efforts, with \$5,000 paid up
 38 front by each and another \$5,000 each upon a successful sale of property. A memorandum of
 39 understanding would be required. Vandewalle's price is \$25,000—originally for six months but now
 40 extended by Jackson to one year. Unlike Vandewalle, the second recruiting firm seeks hotel
 41 development only.

42 *Duffy moved to recommend engaging Vandewalle for another \$25,000, with a maximum liability of*
 43 *\$15,000 after contributions from the two interested property owners. Lienau seconded the motion and*
 44 *all voted Aye.*

45
 46 Lienau noted that the Village parcel across Mill Road from the expanded beach should also be
 47 marketed. It was valued by Troy Zacharias at \$490-550,000, for the land alone. Jackson suggested that
 48 the value will increase if we concentrate on the Bay Shore Drive parcels first.

49 50 Bay Shore Drive Sewer & Water Project

51 Utilities has sufficient cash on hand or nearly so. A short-term bank loan will be obtained if necessary.

52

1

2 Bay Shore Drive Stormwater Project and Engineering3 A portion of the Stewardship grant will be needed by July, to cover the completed Donahue/Dorner
4 work.5 *Solomon moved to recommend using \$365,000 of the Stewardship grant funds for the Village portion of*
6 *the current phase of the Bay Shore Drive project. Lienau seconded the motion and all voted Aye.*
78 Bay Shore Overhead Burial9 There is no quote as yet. The sale of the Old School is delayed, pending the completion of a survey.
10 Lienau proposed waiting for more information before making any recommendation.

11

12 DOT Lighting13 Jackson has requested a list of credits from the DOT. Costs may change depending on decisions about
14 the location and type of fixtures and service.

15

16 **7. Consider a motion to convene into Closed Session pursuant to Wisconsin State Statute §19.85(1)(c)**
17 **to discuss personnel and employee benefits and 19.85(1)(e) deliberating or negotiating the purchasing**
18 **of public properties, the investing of public funds, or conducting other specified public business,**
19 **whenever competitive or bargaining reasons require a Closed Session.**

20 Motion by Solomon, seconded by Lienau. Duffy – Yes Lienau– Yes Solomon -- Yes

21

22 **8. Consider a motion to reconvene into Open Session.**

23 Motion by Solomon, seconded by Lienau. Duffy – Yes Lienau– Yes Solomon -- Yes

24

25 **9. Consider a motion to take action, if required**26 *Lienau moved to recommend to the Village Board that up to \$115,000 of the Fire Truck Reserve*
27 *account be used to pay for the Canterbury/Maple road bypass. Solomon seconded the motion and all*
28 *voted Aye.*
2930 **10. Matters to be placed on a future agenda or referred to a Committee, Official or Employee**

31 --Marina capital project funding

32 --Jackson to investigate the location of sprinkler system heads along the boathouse driveway.

33 --Jackson to remind Kolodziej of the waste hauler's route and to ask whether the Scandia-Woodcrest
34 repairs will hold up to detour traffic through 2015-16, during the DOT Bay Shore Drive project.

35 --A memorandum of understanding with the two downtown property owners.

36 --Garot project infrastructure funding
3738 **Adjournment**39 *At 4:04 PM Lienau moved and Duffy seconded that the meeting be adjourned. Motion carried.*
40

41 Respectfully submitted,



42

43 Juliana Neuman

44 Village Finance Director

45

46 Name: h:\files\active\agendas\finance\2014\2014_03\03312014 finance minutes - unapproved version.docx Created:
47 5/21/2013 9:14 AM Printed: 4/10/2014 10:00 AM Author: Juliana Neuman Last Saved By: Juliana Neuman

1 MARINA COMMITTEE MEETING MINUTES
2 TUESDAY MARCH 18, 2014
3 SISTER BAY FIRESTATION – 2258 MILL ROAD
4 APPROVED
5

6 **Called to order:** 2:03 P.M.

7
8 **Present:** Chairperson John Clove, Pat Duffy, Shane Solomon, Jeff Flegel
9

10 **Excused:** Kevin Roberts, Fuzzy Sunstrom
11

12 **Staff Members:** Administrator Zeke Jackson, Marina Manager Wendy Tatzel, Village
13 Clerk/Treasurer Christy Sully
14

15 **Others:** Jim Robinson, Connie Carlson
16

17 **Approval of Agenda: Motion by Duffy/Second by Solomon to approve the agenda.**
18 **Carried**
19

20 **Approval of Minutes: As to the minutes for the February 4th, 2014 meeting of the Marina**
21 **Committee: Motion by Solomon/Second by Flegel to approve with corrections.**
22 **Carried**
23

24 **Comments and Correspondence:** Jim Robinson of Shoreline Charters asked the committee if
25 they scrutinized Cal Marine's commercial contract. He wanted to ensure that every contract
26 was equally reviewed regarding ownership and signing rights. Chairperson Clove assured
27 Robinson that they had.
28

29 **Business Item #5. Discussion and consider a motion to amend the Marina Fest Bylaws.**

30 Marina Fest operates with financial losses every year. After discussion of the issue the
31 committee decided that it would be beneficial to allow local for-profit businesses to participate
32 in Marina Fest. They must offer different attractions so as not be in competition with the non-
33 profit organizations. Outside businesses would be considered to provide attractions if not
34 already filled by local businesses. The non-profit food vendors would have exclusivity to sell
35 their particular food items. For-profit businesses would be charged a booth fee of \$250 plus the
36 10% of profit made.
37

38 Committee members are considering expanding the event to cover the entire waterfront area
39 of Sister Bay One proposal is to move the Water Board Warriors ski show to occur in front of
40 the beach. This would increase accessibility to the launching area at the Marina during the day.
41 General consensus was to have the Water Board Warriors ski show performed off A Dock as
42 usual.
43

1 It was proposed that the membership of the Marina Fest Committee should be changed to
2 consist of the Marina Manager, a community representative, a Parks Committee member and
3 the Chairman of the Marina Committee. Non-profit organizations would no longer be
4 considered committee members.

5
6 The Committee authorized Administrator Jackson to re write the by-laws adding a clause for the
7 non-profits and the changes for the Marina Fest standing committee for approval at the
8 Tuesday, April 8th meeting.

9
10 Jackson said that it will be discussed by the Board to designate a portion of the advertising
11 program included with the Bayshore Dr Project to be used for promoting the Villages Festivals.
12 There is already a once a week article in the Door County Advocate, once a month in the
13 Peninsula Pulse and weekly radio spots on WSBW.

14
15 **Business Item #2, Discussion and consider a motion to approve an Annual Fee Schedule.**
16 Tatzel explained that she was requested to explore the possibility of raising the daily launch fee
17 to \$8.00. The launch fee is currently \$7.00. She continued that the Marina would have to apply
18 for an allowance from the Wisconsin Department of Natural Resources. She would like to keep
19 the seasonal launch fee at \$65.00. Most of the people utilizing this fee are local tax paying
20 residents.

21
22 In addition, the Committee discussed raising the cost of the washer and dryer fees. It was
23 decided that Tatzel should increase the cost of the use of each machine to the number of slots
24 available. Tatzel was asked to consider including a box of cleaning detergent for each wash and
25 dry load purchased.

26 **Motion by Clove/Second by Duffy to approve the 2014 Marina fee schedule as amended.**
27 **Carried**

28
29 **Business Item #3 Discussion and consider a motion to approve a Marina Vision and Mission**
30 **Statement. The following amendments were made to each statement before approval:**

31
32 Vision Statement – remove bullet point, “A dock suitable for the permanent or temporary
33 mooring of historical watercraft such as tall ships.” Move the last statement, “The Marina shall
34 be self-sufficient enterprise. “Change the line in the second to last statement regarding parking
35 from, “This requires” to “We maintain a comprehensive parking plan.

36
37 Mission Statement – The Committee thought the statement was very good, but would like to
38 change Door County’s Waterfront Destination to “THE Door County Waterfront Destination”

39 **Motion by Solomon/Second Duffy to approve the Vision and Mission Statements as**
40 **amended. Carried**

41
42 **Business Item #1 Discussion on Marina activities with Wendy Tatzel, Marina Manager.** Tatzel
43 told the committee she has 1 – 50’ slip, 3 – 40’ slips and 2 – 32’ slips still available. The two

1 main reasons for people dropping off the slip owners list are age and price. The committee
2 empowered Tatzel to use her best judgment to fill the slips.

3
4 **Business Item #4. Discussion on comprehensive planning.** Committee members proposed at
5 the February meeting to install A/C, ventilation for the boater's bathroom, paint the outside of
6 the office a nautical color, buy new furniture for the office to make boater's lounge more
7 inviting and to purchase a vehicle for transporting boaters for supplies.

8
9 The desire for air conditioning units to be installed in the boaters' restrooms were reiterated.
10 Clove and Duffy voiced their concerns regarding the need to upgrade the facilities to remain
11 competitive with other marinas. Solomon inquired if some of the previous meeting's
12 recommendations were the best use of the funds allotted for improvements. Tatzel clarified
13 that in her proposed 5 year Capital Expense Outlay that the public restrooms required updates
14 and repair.

15
16 **Solomon left at 3:52 P.M.**

17
18 After much discussion the following priorities in this order were established:

- 19 1. A/C and ventilation system for the boater's bathrooms with the idea of having an
20 external system that could be utilized when the buildings are remodeled.
- 21 2. Get rough estimates from Mike Kahr for upgrading B Dock to a floating dock including
22 gas and pump out facilities. Also estimate for future remodel of A Dock.
- 23 3. Propane log fire pit for Marina Park.
- 24 4. Research the cost for future construction of a new office/boater's lounge/restrooms and
25 showers at the Marina.

26
27 Some spring maintenance items: update look of the boaters showers, painting outside of the
28 Marina office will be done by the Marina crew.

29
30 **Business Item #6 Vacancy on Marina Committee for Ex-Officio member.** No action will be
31 taken on this item until after the April 1st Election.

32
33 **Business Item #7 Discussion regarding matters to be placed on a future agenda or referred. to**
34 **a committee, official or employee** Next meeting will be Tuesday April 8th at 2 P.M. Update on
35 bids from the comprehensive plan, discussion on the ex-officio member, Marina Fest by-laws,.
36

37 There was a short discussion on the lack of mention of Marina Fest in the Sister Bay
38 Advancement's ad in various Door County vacation publications.

39
40 Meeting was adjourned at 4:45 P.M.

41
42 Respectfully submitted

43
44

- 1
- 2 **Christy Sully, Clerk/Treasurer**
- 3 **Village of Sister Bay**

1 **SBAA BOARD OF DIRECTORS MEETING MINUTES**
 2 **THURSDAY, MARCH 13, 2014**
 3 **SISTER BAY ADVANCEMENT ASSOCIATION COORDINATOR'S OFFICE**
 4 **10668 N. BAY SHORE DRIVE**
 5 **(APPROVAL PENDING)**

6
 7 *The March 13, 2014 meeting of the Sister Bay Advancement Association Board of*
 8 *Directors was called to order by President Steve Gomoll at 8:10 A.M.*

9
 10 **Present:** Steve Gomoll, Heidi Hitzeman, Drew Bickford, John Ostran, Windy Bittorf,
 11 James Larsen, and Tonya Crowell.

12
 13 **Excused:** Jeanne Hoffman and Larry Gajda

14
 15 **Absent:** Jessica Grasse, Nora Zacek and Shane Solomon.

16
 17 **Staff Members:** Paige Funkhouser, SBAA Coordinator, and Janal Suppanz, Secretary.

18
 19 **Others:** Marlies Moesta, Jack Money Penny of the Door County Visitor Bureau, and Village
 20 Administrator Zeke Jackson.

21
 22 **Business Items:**

23 **Item No. 1. Approval of the Agenda:**

24 *A motion was made by Larsen, seconded by Hitzeman, that the Agenda for the March 13,*
 25 *2014 meeting of the SBAA Board of Directors be approved as presented. Motion carried –*
 26 *All ayes.*

27
 28 **Item No. 2. Approval of the minutes for the February 6, 2014 SBAA meeting:**

29 Funkhouser pointed out that the correct spelling of the last name of the United Way
 30 representative who attended the February 6, 2014 SBAA meeting is "M-c-K-I-L-L-O-P".

31
 32 *A motion was made by Crowley, seconded by Ostran that the minutes for the February 6,*
 33 *2014 meeting of the SBAA Board of Directors be approved as amended. Motion carried –*
 34 *All ayes.*

35
 36 **Item No. 3. Financial Report:**

37 Bittorf distributed financial reports, and the Board members jointly reviewed those
 38 documents.

39
 40 *A motion was made by Hitzeman seconded by Larsen that the financial reports which were*
 41 *reviewed at this meeting be accepted as presented. Motion carried – All ayes.*

42
 43 **Item No. 5. Discussion regarding the SBAA's spring social:**

44 A Buy Local mixer will be conducted at The Creamery at 5:30 P.M. on Wednesday, June 4,
 45 2014, and the suggestion has been made that the SBAA's Spring Social be held in
 46 conjunction with that event. Other possibilities would be to conduct the social on
 47 Tuesday, June 3, 2014 or hold it sometime during the following week. Discussion took
 48 place regarding this issue, and it was eventually the consensus that too many logistical

1 issues would arise if the social were held in conjunction with the mixer. The preferred date
 2 is Tuesday, June 3, 2014. The social will start at 6:00 P.M. with mini golf at Pirate's Cove,
 3 and drinks, appetizers and social time will follow at Northern Grill. Funkhouser will
 4 contact the owners of Pirate's Cove and Northern Grill to reserve their facilities and mail
 5 out invitations ASAP.

6
 7 **Item No. 6. Discussion regarding festivals and special events:**

8 • **Ice Out Contest**

9 The Ice Out Contest boxes should all be distributed by the end of the week.

10
 11 • **Green Bay Boat Show**

12 Funkhouser did attend the Green Bay Boat Show, which was held at
 13 Shopko Hall in Green Bay from February 13th through February 16th, but
 14 unfortunately there were very few attendees.

15
 16 • **Film Fest**

17 Attendance at this year's Film Fest was quite good and a number of
 18 favorable comments were heard. On Friday night four films were displayed
 19 and there were approximately fifty attendees. On Saturday fourteen films
 20 were displayed and there were approximately one hundred fifteen
 21 attendees. A few people did go to the after-parties at The Bowl and
 22 Husby's. The winner of the coveted "Coffee Mug of Glory" was Shimmy
 23 Marcus from Ireland. Chris Opper is pleased to report that slight profits
 24 were realized this year. He would like to conduct film making workshops
 25 and hold a few film showings at local businesses throughout the year. It was
 26 the consensus that this would be a good idea.

27
 28 Zeke Jackson pointed out that grant funding is available for events such as
 29 Film Fest, but there is a requirement that speakers with PhD's make
 30 presentations. Opper will discuss this issue with Jackson.

31
 32 • **Easter Egg Hunt**

33 The SBAA's Easter Egg Hunt will be conducted on Saturday, April 19, 2014.
 34 Each of the age groups of children who participate will be assigned specific
 35 colors of eggs to look for.

36
 37 • **Uptown Event**

38 The suggestion has been made that some type of special event or festival be
 39 conducted "uptown", and after doing some brainstorming, Jackson,
 40 Funkhouser and Suppanz are suggesting that a car, tractor and emergency
 41 vehicle show be conducted on May 25th, which is the Sunday of Memorial
 42 Day weekend. Local "car guys" have indicated that there aren't any car
 43 shows conducted on that weekend, and the determination has been made
 44 that the Shopko parking lot, which is "uptown", is perfectly suited for such
 45 an event. There are a number of "locals" who own very nice cars as well as
 46 tractors, and they are all being encouraged to participate in the show. Due
 47 to time constraints preliminary plans have already been made, and
 48 informational packets were distributed to all the Board members. During
 49 the review process Jackson and Suppanz pointed out that they have enlisted

1 the help of two local “car show experts”, Paul Kelnhofer and Steve
 2 Daubner, so nearly all the logistical aspects of the car show have already
 3 been addressed. In addition to the car, tractor and emergency vehicle
 4 displays there will be a Memorial Day tribute, car and tractor poker runs,
 5 timed plow runs, 50/50 raffles, opportunities for people to “beat on a
 6 junker”, and a goat petting zoo. The Sister Bay Lions will be operating a
 7 food and beer stand, Sister Bay Mobil/Sub Express will be selling
 8 sandwiches and pizza, and Lamperts will bring their large outdoor grill.
 9 Soda and water will also be sold, “The Old Dogs That Care”, (Marines who
 10 regularly send care packages to active duty servicemen and women), will
 11 man an informational booth and accept donations for their cause, and Sister
 12 Bay business owners will be given an opportunity to set up displays or sale
 13 booths showcasing their product offerings. If any of the SBAA members
 14 would like to volunteer to help out at the car, tractor and emergency
 15 vehicle show they are more than welcome and should contact Suppanz. It
 16 was the consensus that the “official” name of the show shall be “Sister Bay’s
 17 Field & Street Rally”.

18
 19 *A motion was made by Larsen, seconded by Bickford that the SBAA shall sponsor “Sister
 20 Bay’s Field & Street Rally”. Motion carried – All ayes.*

21
 22 *At 9:08 A.M. Ostran indicated that he had another obligation and left the meeting.*

23
 24 **Item No. 4. Presentation by Jack Moneypenny of the Door County Visitor Bureau
 25 regarding placement of an electric vehicle charging station in the Village:**

26 Jack Moneypenny, the Executive Director of the Door County Visitor Bureau, explained
 27 that the Visitor Bureau has re-written its mission statement, and protection of the
 28 environment will now be one of its priorities. To that end a double pedestal electric
 29 vehicle charging station will be installed at the Door County Visitor Bureau offices in
 30 Sturgeon Bay. The charging stations only use about as much electricity as a refrigerator, so
 31 the Visitor Bureau will not be charging any fees for the use of its charger. To fully charge a
 32 vehicle it will take approximately four hours. Moneypenny is wondering if any Northern
 33 Door municipalities, businesses or organizations would be interested in installing such an
 34 appurtenance. He has already received three “definite maybes” from business owners in
 35 Sturgeon Bay and Southern Door and will be making a presentation to the Village’s Parks
 36 Committee in the near future. The cost of each of the charging stations themselves is
 37 \$2,990, but installation costs will vary depending on the amount of electrical work,
 38 excavation and landscaping which has to be done. The ribbon cutting ceremony for the
 39 Visitor Bureau’s charging stations will take place at 11:00 A.M. on the Wednesday before
 40 Memorial Day, May 21, 2014. At that ceremony flyers describing where charging stations
 41 will be located in Door County will be available. Everyone is encouraged to attend that
 42 event. The Board members thanked Moneypenny for attending this meeting and indicated
 43 that they believe the concept of installing an electric vehicle charging station somewhere
 44 in the Village does have merit.

45
 46 Before he left Moneypenny pointed out that the National Tourism Breakfast will be
 47 conducted at Stone Harbor Resort in Sturgeon Bay on May 6, 2014. He also noted that the
 48 Visitor Bureau will be initiating “Partnership Fridays.” (Visitor Bureau members will be
 49 asked to participate in a drawing for an opportunity to make presentations and showcase

1 their product offerings in the lobby at the Visitor Bureau Offices in Sturgeon Bay on Fridays
2 throughout “the season”.)
3

4 • **Possible New Event – Family Fireworks Day (The Sunday After The 4th of
5 July)**

6 The Village President, Funkhouser and Jackson have been discussing the
7 possibility of conducting a “Family Fireworks Day” out the Sports Complex
8 on Sunday, July 6th. The Fire Chief has already been contacted and has
9 agreed to have trained personnel on site. No alcoholic beverages will be
10 allowed on the grounds. Jackson and Funkhouser are proposing that the
11 permit fees be \$5 each and that the proceeds from “Family Fireworks Day”
12 be split between the Fire Department and the SBAA.
13

14 To Jackson’s knowledge there are no fireworks distributors in Northern
15 Door, and he hopes to offer retailers in Sister Bay an opportunity to sell
16 them in their stores. Anyone wishing to purchase fireworks in Sister Bay
17 would have to obtain a permit. This issue should be addressed by the
18 Village Board and Plan Commission in the next few months.
19

20 *A motion was made by Larsen, seconded by Bickford that the SBAA supports the concept
21 of conducting and sponsoring a Family Fireworks Day at the Sports Complex on Sunday,
22 July 6, 2014. Motion carried – All ayes.*
23

24 • **Downtown Farmer’s Markets**

25 As requested Funkhouser has been investigating the possibility of
26 conducting downtown farmer’s markets where primarily handmade and
27 home grown products are offered for sale. After speaking with several local
28 vendors Funkhouser is proposing that the farmer’s markets be conducted on
29 Wednesdays from 3:00 P.M. to 7:00 P.M. as the Concerts In The Park are
30 already going on in the downtown area. Arthur Braun has been contacted
31 regarding the possibility of utilizing the Walkway Shops property for such
32 an event. Another possibility would be to hold the farmer’s markets in the
33 brick parking lot on the former Helm’s property. During discussion the
34 Board members stressed that they believe the farmer’s markets will be a
35 good thing for the entire community but do not want it to turn into a “flea
36 market”. They also noted that they believe the farmer’s markets should run
37 from June through October.
38

39 *A motion was made by Bickford, seconded by Larsen that the SBAA Board of Directors
40 supports the creation of weekly downtown farmer’s markets in Sister Bay and is willing to
41 promote them, but only wishes to see consumables offered for sale. The preferred time
42 period, day of the week and duration of the markets is 3:00 P.M. to 7:00 P.M. on
43 Wednesdays from June through October, and the SBAA will encourage local business
44 owners to participate by holding sales or offering incentives to their customers. Motion
45 carried – All ayes.*
46

47 • **Fall Fest and the Wristband Identification Program**

48 • **Concerts In The Park**

49 **Item No. 7. Economic Development Update:**

1 **Item No. 8. Bay Shore Drive Reconstruction Update:**

2 **Item No. 9. Discussion regarding event insurance:**

3 **Item No. 10. Discussion regarding membership renewals:**

4 Due to time constraints none of these agenda items were addressed.

5

6 *A motion was made by Hitzeman, seconded by Larsen that discussion regarding Fall Fest*
7 *and the wristband identification program and Concerts In The Park as well as Agenda Item*
8 *Nos. 7, 8, 9 and 10 shall be tabled until the April 3, 2014 meeting of the SBAA Board of*
9 *Directors. Motion carried – All ayes.*

10

11 **Item No. 11. Coordinator's Report:**

12 The Coordinator's Report was included in the meeting packets and the Board members
13 jointly reviewed that document. Funkhouser thanked the Board members for sending her to
14 the Governor's Conference on Tourism and indicated that it was very worthwhile. She also
15 noted that artists are being solicited to paint goats. If anyone is interested in participating in
16 the goat project they should contact her ASAP.

17

18 **Adjournment:**

19 *A motion was made by Hitzeman, seconded by Larsen to adjourn the meeting of the SBAA*
20 *Board of Directors at 10:33 A.M. Motion carried – All ayes.*

21

22 Respectfully submitted,



23

24 Janal Suppanz, Secretary

1 **2. Plant Related:**

2 **a. Sludge Study Proposal, R. E. Lee & Associates will be present to answer questions**

3 Jacobson explained concerns regarding new phosphorus regulations from the DNR which cause
4 the Wastewater Treatment Plant to generate more sludge. He said that if the utility could create a
5 top-soil product rather than hauling waste, there would be a huge cost savings. He sees this as a
6 good long-term goal. Dale Marsh of R. E. Lee & Associates presented a proposal to review current
7 sludge handling and to make recommendations for future disposal of solids. Sauer asked if sludge
8 disposal in Sturgeon Bay or land application (#3 in Scope of Services on the proposal) are the only
9 two options available to the utility. Marsh said those are the two main options but he will be
10 considering all options. R. E. Lee will issue a preliminary report for before presenting the final
11 study. The cost of the study is \$4,800. Jacobson proposes using money from the WWTP Land Sale
12 to pay for the study. Forkert stated that the Town of Liberty Grove strongly feels that a portion of
13 the Land Sale fund belongs to the Town and would recommend seeking approval from the Town
14 Board before using the money. Jacobson pointed out that the study is part of plant operations and
15 that the money set aside from the sale is designated specifically for solids handling. Forkert
16 reiterated that the Town Board feels the fund is a point of contention. Duffy pointed it out when
17 the committee went off topic and said that after two years of trying, committee members haven't
18 been able to resolve ownership issues. Anderson recommended using plant operating funds until
19 ownership issues are resolved. Kalms expressed concern that a suggestion was made at the last
20 committee meeting to use WWTP Land Sale funds for other uses but was quickly reminded that it
21 was for this very same study and that no money at any time has come out of that fund. A motion
22 was made by Duffy to move forward with the Sludge Study Proposal by R. E. Lee, not to exceed
23 \$4,800, and to leave it to Jacobson's discretion as to what funds to use to pay for it, other than
24 WWTP Land Sale funds. Motion was seconded by Forkert. The motion carried with all ayes.

25
26 **1. b. Consumer Confidence Report**

27 M. Baker presented a memo to the committee showing the cost of distributing this year's
28 Consumer Confidence Report along with a hard copy of the report.

29
30 **2. b. Monthly Capacity Reports**

31 As presented.

32
33 **c. Winter freeze up issues**

34 Jacobson told the committee there were several homes in the service area with damage due to
35 freezing pipes bursting and areas where customers received a run water request to prevent freezing.
36 Schell told the committee that plumbers have been contracted by customers for thawing pipes and
37 that in two locations the plumbers lines became permanently lodged in laterals. In the Spring those
38 lines will need to be removed. Jacobson said the last time the weather was so severely cold was in
39 1985. He said he is considering whether it is best to purchase a machine to thaw pipes with steam
40 or to continue to use local plumbers to do the work.

41
42 **d. DNR lab inspection**

43 Jacobson told the committee that the State Inspector paid a visit to the plant lab and was very
44 complimentary on the documentation but also saw issues that need to be addressed. The DNR will
45 send a letter of recommendation in that regard.

46
47 **3. Report from Utility Manager:**

48 Jacobson said the work is proceeding nicely in the Downtown area. Jackson said the asphalt is
49 scheduled for the second week in May, which is contingent upon the asphalt plant opening and
50 who is ahead of us in line. The week before Memorial weekend is slated for completion.

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4. Report from Utility District representative:

Nothing new to report.

5. Report from Town of Liberty Grove representative:

Nothing new to report.

6. Matters to be placed on a future agenda or referred to a Committee, Official, or Employee:

Jackson asked that a meeting date be set for continuing the conversation on the Wastewater Treatment Plant ownership issue. The committee is waiting for Liberty Grove to present their information. Sauer asked if the Village President Dave Lienau shouldn't be discussing the issue with Town President John Lowry. Forkert said that he thought the Town Chair is waiting for a call from the Village President. Jackson pointed out that that had already occurred. Duffy recommended setting a date for the next meeting. Kalms also stated that the Village President and the Town Chair are supposed to get together and talk. Kalms asked if it will be the Utility Committee that is meeting and Anderson said he didn't think so. M. Baker pointed out that the contract asks specifically for a meeting of the utility committee. A meeting date was set for May 20, 2014 at 4:00 PM at the Fire Station and the Town will present first. The deadline for distributing meeting material was set for May 1, 2014.

Adjournment:

A motion was made by Anderson, seconded by Baker, to adjourn the April 8, 2014 meeting of the Utilities Committee at 8:20 AM. Motion carried – All ayes.

Respectfully submitted,
Martha Baker
Utility Clerk

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