



## BOARD OF TRUSTEES MEETING AGENDA

Tuesday January 27, 2015 at 6:30 P.M.  
Sister Bay Fire Station 2258 Mill Road

For additional information check: [www.sisterbaywi.gov](http://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 agenda and minutes as published Comments and Correspondence

**Deviations from the agenda order shown may occur.**

### New Village Board Business Items

1. Consider a Motion to Affirm the Village's ownership of the wastewater treatment plant, main lift station and outfall pipe in letter to be sent to the Town of Liberty Grove and Liberty Grove Utility District #1; and to Affirm that the Utility Committee attempted in good faith to resolve the issue of plant ownership under Section 12.3 of the Intergovernmental Agreement, but in the Village's opinion was not successful, in that letter; and to Affirm that in that letter the Town has not presented any written information that the Town has an ownership stake in the plant; and to Affirm that the Village Board does not believe negotiations between the Town Board and Village Board will resolve the issue when the Utility Committee has not; and to Notify the Town and Utility District by letter that the Village wants to proceed to mediation immediately, which is consistent with the letter from John Lowry, dated December 19, 2014; and that the Chairperson of the Village Utility Committee, Village President and Village Administrator are authorized to submit a person as the mediator to the Town as soon as practical.
2. Consider a motion to award a contract to North Road Construction, by Gino J. Gemignani 1304 North Road, Green Bay, WI 54313 in the amount of \$28,000 for renovation of Marina Public Restrooms.
3. Consider a motion to award a contract to Living Labs LLC in the amount of \$13,900 for production of a Wayfinding Signage Master Plan and type designs.
4. Consider a motion to amend an existing contract with Donohue and Associates in the amount of \$17,450 for various actions associated with utilities relocation as a part of the Bay Shore Dr. Project.
5. Consider a motion to set Open Book and Board of Review dates for 2015.
6. Consider a motion to confirm and appoint President Lienau's nomination of qualified citizens to fill vacancies on Committees, Commissions and Boards in the Village of Sister Bay.
7. Report on County activities from the County Supervisor, Dave Lienau.
8. Review of the financial statements and consideration of a motion to approve the monthly bills.
9. Report from the Village Administrator on Various Actions.
  - Street Lighting/Line Burial
  - Enforcement Actions
10. 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](mailto:zeke.jackson@sisterbaywi.gov).

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



1 *A motion was made by Baker, seconded by Solomon that the Village Board accepts the*  
 2 *recommendation of the Plan Commission and passes and adopts Resolution No. 304, which*  
 3 *approves a Certified Survey Map for Village of Sister Bay Parcel No. 181-21-0501A. (That*  
 4 *property is commonly referred to as "The Old Helm's Cottage Lot".) Motion carried – All ayes*  
 5

6 **Item No. 10. Consider a motion to discuss and act on proposed amendments to the**  
 7 **State/Municipal Agreement For State-Let Highway Project ID No. 4610-06-00 / 71:**

8 The State/Municipal Agreement (SMA) is the "contract" document which will be entered into  
 9 between the Village and the Wisconsin Department of Transportation concerning the Bay Shore  
 10 Drive Reconstruction Project. The Bay Shore Drive Oversight Committee, the Parks Committee,  
 11 and the Finance Committee have met numerous times to discuss several different aspects of the  
 12 project, including items such as street lighting, storm sewer and parking, and the SMA formally  
 13 enshrines the tasks the Village wishes to have the D.O.T. perform. A draft of that document was  
 14 included in the meeting packets, and the Board members jointly reviewed it.  
 15

16 *A motion was made by Solomon, seconded by Baker that the Village Board approves the*  
 17 *State/Municipal Agreement for State-Let Highway Project ID No. 4610-06-00 / 71, pending*  
 18 *legal review and resolution of some minor administrative issues. Motion carried – All ayes.*  
 19

20 **Item No. 11. Consider a motion to discuss and act on the D.O.T.'s offer to acquire Village**  
 21 **owned land, improvements, and temporary easements:**

22 When work is done on the Bay Shore Drive Reconstruction Project the streets and sidewalks in  
 23 the downtown area will be widened, and, therefore, the D.O.T. will be acquiring rights-of-way  
 24 and temporary limited easements. After a number of appraisals, Village staff members and  
 25 D.O.T. representatives have concluded that a sum of \$766,310 is a fair price for the land in  
 26 question. The D.O.T. will retain \$204,750 of this sum for stewardship conversion; subject to  
 27 Village approval, which leaves the Village with a receivable of \$561,560. The land and  
 28 improvements in question are commonly referred to as a portion of Waterfront Park, and an  
 29 applicable legal description is attached to the draft Warranty Deed which was included in the  
 30 meeting packets.  
 31

32 *A motion was made by Clove, seconded by Solomon that the Village Board conditionally*  
 33 *accepts the offer from the Wisconsin Department of Transportation for the land and*  
 34 *improvements which are commonly referred to as a portion of Waterfront Park, subject to*  
 35 *review and approval by the Village Attorney. An applicable legal description is attached to the*  
 36 *draft Warranty Deed which was included in the meeting packets. Motion carried – All ayes.*  
 37

38 **Item No. 1. Consider a motion to act on a recommendation of the Plan Commission to amend**  
 39 **and recreate §66.0711 of the Zoning Code - Shopping Center Signage, by adopting Ordinance**  
 40 **No. 234:**

41 At the present time there are only a few properties which qualify as shopping centers in the  
 42 Village. Signage is one of the most recognizable ways for the commuting public to identify a  
 43 place of business. The Village Building Code, combined with a historical shift in shopping  
 44 preferences has resulted in blight in some of the existing shopping centers. The Plan  
 45 Commission has recommended that the Sign Code be amended so that it is more liberal with  
 46 respect to size and number of signs which will be allowed for shopping centers, and a draft of  
 47 Ordinance No. 234, which contains applicable amendments, was included in the meeting  
 48 packets. The provisions of Ordinance No 234 will only apply in the B-1 District. The Plan  
 49 Commission has recommended that Ordinance No. 234 be approved.  
 50

1 *A motion was made by Lienau, seconded by Zacek that the Village Board accepts the*  
 2 *recommendation of the Plan Commission and adopts Ordinance No. 234, which amends and*  
 3 *recreates §66.0711 of the Zoning Code – Shopping Center Signage, as presented. Motion*  
 4 *carried with Enquist abstaining.*  
 5

6 **Item No. 2. Consider a motion to act on a recommendation of the Plan Commission and**  
 7 **adopt Resolution No. 303 approving a Certified Survey Map for Scandia Village:**

8 The management of Scandia Village is requesting that they be allowed to create a new set of  
 9 lots which will facilitate dedication of public rights of way to the Village. A copy of a proposed  
 10 CSM which is consistent with the Development Agreement for the SCAND Expansion Project  
 11 was included in the meeting packets, and the Board members jointly reviewed that document.  
 12 The Plan Commission has recommended the CSM be approved.  
 13

14 *A motion was made by Clove, seconded by Baker that the Village Board accepts the*  
 15 *recommendation of the Plan Commission and passes and adopts Resolution No. 303,*  
 16 *approving a Certified Survey Map for the Scandia Village property, as presented. Motion carried*  
 17 *– All ayes.*  
 18

19 **Item No. 3. Consider a motion to act on a recommendation of the Plan Commission to amend**  
 20 **and recreate §66.0808 – Noise Levels in Various Zoning Districts, by adopting Ordinance No.**  
 21 **235:**

22 During the past “season” Jackson received a number of complaints about loud noise coming  
 23 from local business establishments late at night. He subsequently conducted a sound study and  
 24 determined that there were significant differences in momentary vs. sustained noise. A public  
 25 hearing was conducted regarding this issue, and at that hearing a number of citizens  
 26 complained about the intensity of the sound coming from some local businesses late at night.  
 27 The SBAA Board of Directors and the Parks Committee were consulted regarding this issue, and  
 28 the recommendations of those two bodies were taken into consideration when Ordinance No.  
 29 235, which was included in the meeting packets, was drafted. If the amendments are approved  
 30 §66.0808 will state, “Any activity or operation of any use producing noise, other than ordinary  
 31 vehicular noise, shall be conducted so that no noise from the activity or operation shall exceed  
 32 the following limits at the lot line on which the noise is emanating for a duration of thirty  
 33 seconds or longer: All districts except P-1, variable noises at or about 85 decibels.” Weddings  
 34 and other events which are conducted in the Village’s parks are exempt from these regulations  
 35 as Use Permits are issued for them. The Plan Commission has recommended that Ordinance  
 36 No. 235 be approved.  
 37

38 *A motion was made by Solomon, seconded by Baker that the Village Board accepts the*  
 39 *recommendation of the Plan Commission and approves Ordinance No. 235, which amends*  
 40 *and recreates §66.0808 of the Zoning Code – Noise Levels In Various Zoning Districts, as*  
 41 *presented. Motion carried – All ayes.*  
 42

43 **Item No. 4. Consider a motion to discuss the Village’s marketing focus and budget for 2015:**

44 The Village Board recently authorized the creation of the Marketing Committee, which is an ad  
 45 hoc committee. That committee was charged with planning a Performance Pavilion/Beach  
 46 Expansion Project Grand Opening Concert/Celebration. Work will commence on the Beach  
 47 Expansion Project in 2015, but that work is totally weather dependent. A considerable amount  
 48 of site restoration work will also have to be completed. On top of that, the D.O.T.’s staging area  
 49 will be located across the street, and work should be commencing on the new public restrooms  
 50 on the former Helm’s property. The members of the Marketing Committee have met twice, and

1 after much discussion it was the consensus that because a number of logistical and safety issues  
 2 will arise if a large event is conducted in the downtown area in 2015, it would probably make  
 3 the most sense to utilize the pavilion for a number of small events, including children's  
 4 activities, throughout the "season". Another option would be to combine small events with an  
 5 already existing festival or special event. The Marketing Committee has requested that this issue  
 6 be referred back to the Village Board for advisement.

7  
 8 It was the consensus that because of all the previously mentioned factors the Marketing  
 9 Committee shall focus on planning a number of smaller events to be conducted throughout  
 10 "the season" in 2015. Those events shall be planned with safety and logistical issues in mind  
 11 and various locations throughout the Village are to be considered.

12  
 13 *At 7:40 P.M. a brief recess was taken and the Board reconvened at 7:50 P.M.*

14  
 15 **Item No. 5. Consider a motion to convene into closed session pursuant to Wis. Stats.,**  
 16 **§19.85(1)(c) to discuss personnel and employee benefits:**

17 *At 7:51 P.M. a motion was made by Lienau, seconded by Zacek that the Village Board convene*  
 18 *into closed session pursuant to Wis. Stats., §19.85(1)(c) to discuss personnel and employee*  
 19 *benefits. A roll call vote was taken on the motion and the Board members voted in the*  
 20 *following fashion:*

21  
 22 *Baker – Aye; Clove – Aye; Enquist – Aye.*  
 23 *Lienau – Aye; Solomon – Aye; Zacek – Aye.*

24  
 25 *Motion carried.*

26  
 27 **Item No. 6. Consider a motion to reconvene into Open Session:**

28 *At 8:37 P.M. a motion was made by Zacek seconded by Lienau that the Board reconvene into*  
 29 *Open Session. A roll call vote was taken on that motion, and the Board members again voted in*  
 30 *the following fashion:*

31  
 32 *Baker – Aye; Clove – Aye; Enquist – Aye.*  
 33 *Lienau – Aye; Solomon – Aye; Zacek – Aye.*

34  
 35 *Motion carried.*

36  
 37 **Item No. 7. Consider a motion to take action, if required:**

38 *A motion was made by Solomon, seconded by Zacek that the amended job description for the*  
 39 *Village Clerk –Treasurer is approved as presented. Motion carried – All ayes.*

40  
 41 *A motion was made by Solomon, seconded by Baker that effective January 1, 2015 Janal*  
 42 *Suppanz shall be appointed Acting Assistant Administrator for the Village of Sister Bay. Motion*  
 43 *carried – All ayes.*

44  
 45 *A motion was made by Solomon, seconded by Clove that in 2015 Janal Suppanz shall be paid a*  
 46 *salary of \$45,000. Motion carried – All ayes.*

47  
 48 *A motion was made by Solomon, seconded by Zacek that up to \$2,500 may be expended for*  
 49 *new office furniture and appurtenances for the Administration Office. Motion carried – All ayes.*

50

1 *A motion was made by Lienau, seconded by Solomon that the performance evaluation for Zeke*  
 2 *Jackson is favorable, and, therefore, he shall be granted a performance wage increase of \$6,500*  
 3 *per year. Motion carried – All ayes.*

4  
 5 **Item No. 8. Consider a motion to discuss and act on the recommendation of the Personnel**  
 6 **Committee to adopt an updated Personnel Policy and Procedure Manual:**

7 Based on the work of the Administration and Compensation Committee, the Personnel  
 8 Committee has recommended that a number of amendments be made to the Village's  
 9 Personnel Handbook. A draft of the updated handbook was included in the meeting packets,  
 10 and the Board members jointly reviewed that document. During that review it was the  
 11 consensus that:

- 12
- 13 • A provision shall be added that in accord with the provisions of the Family and Medical  
 14 Leave Act, employees who work more than 1250 hours per year are eligible for up to  
 15 twelve workweeks of unpaid family leave, and up to 26 weeks of unpaid family leave to  
 16 care for a covered service member with a serious injury or illness, if the eligible  
 17 employee is the servicemember's spouse, son, daughter, parent, or next of kin.

18  
 19 *A motion was made by Enquist, seconded by Zacek that the Village Board accepts the*  
 20 *recommendation of the Personnel Committee and approves the updated Personnel Handbook*  
 21 *which was reviewed at this meeting as amended. Motion carried – All ayes.*

22  
 23 **Item No. 12. Consider a motion to confirm and appoint President Lienau's nomination of**  
 24 **qualified citizens to fill vacancies on committees, commission and boards in the Village of**  
 25 **Sister Bay:**

26 The Administrative Committee has recommended that Drew Bickford replace Paige Funkhouser  
 27 as a member of the Marketing Committee.

28  
 29 *A motion was made by Solomon, seconded by Zacek that Drew Bickford shall replace Paige*  
 30 *Funkhouser as a member of the Marketing Committee. Motion carried – All ayes.*

31  
 32 **Item No. 13. Report on County activities from the County Supervisor, Dave Lienau:**

33 Lienau gave the following oral report:

- 34 • *He did not attend any County meetings during December.*

35  
 36 **Item No. 14. Review of the financial statements and consideration of a motion to approve the**  
 37 **monthly bills:**

38 Payment Approval Reports for the period November 19, 2014 through December 29, 2014  
 39 were included in the meeting packets, and the Board members jointly reviewed those  
 40 documents.

41  
 42 *A motion was made by Lienau, seconded by Baker that the monthly bills depicted on the*  
 43 *reports which were included in the meeting packets totaling \$788,908.47 are all approved.*  
 44 *Motion carried – All ayes.*

45  
 46 **Committee Reports:**

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

48 The Administrative Committee/Public Relations Committee met a number of times and made  
 49 recommendations regarding a number of the issues which were addressed this evening.

- 1    **(2) Bay Shore Drive Reconstruction Oversight Ad Hoc Committee**  
2    The Bay Shore Drive Reconstruction Oversight Ad Hoc Committee has not met recently.  
3
- 4    **(3) Communication and Technology Committee**  
5    The Communication and Technology Committee has not met recently.  
6
- 7    **(4) Door County Coastal Byways Commission**  
8    The Door County Coastal Byways Commission did not meet in December.  
9
- 10   Laddie Chapman asked when the Village's Coastal Byways kiosk will be installed. Baker  
11   responded that it will be installed as soon as all the work has been completed on the Bay Shore  
12   Drive Reconstruction Project.  
13
- 14   **(5) DCEDC**  
15   No action based on the minutes which were included in the meeting packets. The DCEDC met  
16   on December 8, 2014 and at that meeting Jackson was appointed as an ex-officio member of  
17   the DCEDC. The Bass Master Fishing Tournament Championship will be conducted in Sturgeon  
18   Bay from September 17 through 20, 2015.  
19
- 20   **(6) Economic Development Committee**  
21   The Economic Development Committee has not met recently.  
22
- 23   **(7) Finance Committee**  
24   No action based on the minutes which were included in the meeting packets.  
25
- 26   **(8) Fire Board and Fire District Exploratory Committee:**  
27   No action based on the Fire Board minutes which were included in the meeting packets. The  
28   Fire District Exploratory Committee has not met recently.  
29
- 30   **(9) Historical Society**  
31   The Historical Society Board of Directors met in December, but those minutes have not been  
32   completed yet. The Historical Society's Annual Christmas party was conducted out at The  
33   Corner of the Past and was very nice.  
34
- 35   **(10) Library Commission**  
36   The Library Commission did not meet in December.  
37
- 38   **(11) Marina Committee and Marina Fest Committee:**  
39   No action based on the minutes which were included in the meeting packets. The Marina Fest  
40   Committee has not met recently. The Village Attorney has been asked to provide a legal  
41   opinion regarding the bids for the Marina Restroom Renovation Project.  
42
- 43   **(12) Marketing Committee:**  
44   No action based on the minutes which were included in the meeting packets.  
45
- 46   **(12) Parks**  
47   The Parks Committee did not meet in December.  
48
- 49   **(13) Personnel Committee:**  
50   No action based on the minutes which were included in the meeting packets.

**(14) Plan Commission**

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

**(15) SBAA**

No action based on the minutes which were included in the meeting packets. The SBAA's budget for 2015 will be addressed at length in January.

**(16) Teen Center**

The Teen Center Board has not met recently.

**(17) Tourism Zone Commission**

No action based on the minutes which were included in the meeting packets. At the November 20<sup>th</sup> meeting representatives of the Visitor Bureau made a presentation regarding their marketing efforts.

**(18) Utilities – Water, Sewer, and Storm Sewer Committees**

The Utilities Committee and the Water, Sewer and Storm Sewer Committees have not met recently.

**(19) Administration/Compensation Oversight**

The Administration/Compensation Oversight Committee has not met recently.

**(20) Waterfront Oversight**

The Waterfront Oversight Committee has not met recently.

**16. Discussion regarding matters to be placed on a future agenda or referred to a committee, official or employee:**

It was the consensus that:

- The Marina Manager shall be asked to see if it would be possible to place the television service at the Boathouse on "vacation hold".
- The previously mentioned revisions shall be made to the Personnel Manual.
- The Finance Director shall be asked to address the action items which were addressed during the closed session of this meeting.

**Adjournment:**

*A motion was made by Zacek, seconded by Baker to adjourn the meeting of the Board of Trustees at 9:05 P.M. Motion carried – All ayes,*

Respectfully submitted,



Janal Suppanz,  
Administrative Assistant

**Zeke Jackson**

---

**From:** Kathy and Mark Kunstman <kathy.markdc@live.com>  
**Sent:** Thursday, January 01, 2015 10:25 PM  
**To:** Zeke Jackson  
**Subject:** Popping new years eve

Not COLD, nor WIIND, nor dark of night could deter the spirit of Sister Bay last night. Thank you to the organizers and sponsors, who provided a great way for all ages to experience New Year's Eve. Looking forward to an exciting New Year here in splendid Sister Bay

Congratulations!

Sincerely,  
Mark & Kathy Kunstman

**Zeke Jackson**

---

**From:** Rustyrabbitshop <rustyrabbitshop@aol.com>  
**Sent:** Saturday, January 03, 2015 12:21 PM  
**To:** Zeke Jackson  
**Subject:** Fireworks

>

>

> Just want to say "Thank You" for the great fireworks! We also enjoyed using the ice rick where the personnel were tops!

> John Cain

> Sent from my iPad

# Door County Insider Tip #57

## New Year's Eve + Sister Bay: The place you should be!



*Celebrate New Year's Eve on the ice and under the glitter of fire in Sister Bay December 31, 2014, at the Teresa K. Hilander Community Ice Rink, 4-9 p.m. The fireworks show will begin at 8 p.m. The rink is open for ice skaters of all ages, and the bonfire will be burning to keep the chill at bay. **S'mores and more for all ages!***

Online: **ComeToSisterBay.com**

Facebook: **events/1528209147426600**



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1 | 7 | 15

Sister Buz

Thanks for the wonderful  
fireworks display on New  
years Eve - they were  
great.

Petra

Fonk

*Village of Sister Bay*  
Door County Sheriff's Office

01/21/15  
13:49

Law Incident Address History Report, by Nature

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Page: 1

Inc. No.	Reported	Nature	Address	Loctn	Dsp
14-011844	16:22:21 11/22/14	911 Follow Up	10560 APPLEWOOD RD; V. Sis	LVSI	CLO
14-012219	09:49:41 12/04/14	911 Follow Up	2299 HIDDEN MAPLES PL; V.	LVSI	CLO
14-009322	09:18:40 09/13/14	911 Hang Up	2468 SUNNYSIDE RD; V. Sist	LVSI	CLO
14-009750	19:40:14 09/24/14	911 Hang Up	10647 N BAY SHORE DR; V. S	LVSI	CLO
14-012609	15:07:55 12/17/14	911 Hang Up	10886 N BAY SHORE DR; V. S	LVSI	CLO
14-009867	13:44:44 09/27/14	Alarm	2438 S BAY SHORE DR; V. Si	LVSI	CLO
14-009959	19:24:22 09/29/14	Alarm	2438 S BAY SHORE DR; V. Si	LVSI	CLO
14-012142	17:04:25 12/01/14	Alarm	2603 S BAY SHORE DR; V. Si	LVSI	CLO
14-012563	11:45:49 12/16/14	Alarm	10727 LITTLE SISTER RD; V.	LVSI	CLO
14-010627	22:59:55 10/17/14	Alcohol Offense	2387 COUNTRY WALK DR; V. S	LVSI	CLO
14-012180	19:08:11 12/02/14	Animal Problem	MAPLE DR; Sister Bay-V; EA	LVSI	CLO
14-011989	15:13:24 11/26/14	Breathing	2311 HIDDEN MAPLES PL; V.	LVSI	CLO
14-012068	22:39:21 11/28/14	Car In Ditch	ST HY 57;CO HY E; JUST NOR	LVSI	CLO
14-010934	21:03:12 10/25/14	Chest Pain	2393 GATEWAY DR; V. Sister	LVSI	CLO
14-008930	00:42:47 09/05/14	Citizen Assist	10620 LITTLE SISTER RD; V.	LVSI	CLO
14-008934	02:50:25 09/05/14	Citizen Assist	10814 N BAY SHORE DR; V. S	LVSI	CLO
14-009382	12:38:32 09/15/14	Citizen Assist	2541 S BAY SHORE DR; V. Si	LVSI	CLO
14-009631	16:17:41 09/21/14	Citizen Assist	10525 JUDITH BLAZER DR; V.	LVSI	CLO
14-009741	12:24:47 09/24/14	Citizen Assist	10592 COUNTRY WALK DR; V.	LVSI	CLO
14-011754	16:05:45 11/19/14	Citizen Assist	10837 BIRCHWOOD DR; V. Sis	LVSI	ACT
14-012230	19:05:56 12/04/14	Citizen Assist	2530 S BAY SHORE DR; V. Si	LVSI	CLO
14-012387	08:40:39 12/10/14	Citizen Assist	2257 MILL RD; APT 23D, Sis	LVSI	ACT
14-012895	16:13:50 12/26/14	Citizen Assist	10568 COUNTRY WALK DR; Sis	LVSI	CLO
14-013020	23:48:58 12/31/14	Citizen Assist	2389 COUNTRY WALK DR; V. S	LVSI	CLO
14-009293	18:11:22 09/12/14	Dnr Related	2258 MILL RD; V. Sister Ba	LVSI	CLO
14-009414	10:08:40 09/16/14	Dog Bite	10768 PHEASANT CT; V. Sist	LVSI	CLO
14-010857	09:13:04 10/24/14	Dog Bite	10701 TIMBER RIDGE CIR; V.	LVSI	CLO
14-009887	20:26:38 09/27/14	Drugs	SISTER BAY BEACH, Sister B	LVSI	CLO
14-011800	02:19:21 11/21/14	Dui	2439 S BAY SHORE DR; V. Si	LVSI	CAA
14-010630	01:19:27 10/18/14	Family Fight	2669 S BAY SHORE DR; V. Si	LVSI	CAA
14-010854	03:34:06 10/24/14	Family Fight	2393 GATEWAY DR; V. Sister	LVSI	CLO
14-012981	15:11:31 12/30/14	Fire	10685 N BAY SHORE DR; V. S	LVSI	CLO
14-009159	00:54:31 09/10/14	Fire Alarm	10520 JUDITH BLAZER DR; V.	LVSI	CLO
14-010331	09:12:32 10/10/14	Fire Alarm	10560 APPLEWOOD RD; V. Sis	LVSI	CLO
14-012594	01:24:30 12/17/14	Fire Alarm	10560 APPLEWOOD RD; V. Sis	LVSI	CLO
14-008849	06:51:58 09/03/14	Found Property	2431 S BAY SHORE DR; V. Si	LVSI	CLO
14-010178	09:22:54 10/06/14	Found Property	2431 S BAY SHORE DR; V. Si	LVSI	CLO
14-010472	17:32:03 10/13/14	Gas Drive Off	10748 N BAY SHORE DR; V. S	LVSI	CLO
14-010651	16:19:54 10/18/14	Harassment	2277 MILL RD; V. Sister Ba	LVSI	CLO
14-012202	15:30:59 12/03/14	Hazmat	2410 S BAY SHORE DR; V. Si	LVSI	CLO
14-012248	11:00:35 12/05/14	Hazmat	2323 MILL RD; V. Sister Ba	LVSI	CLO
14-012417	07:31:56 12/11/14	Hazmat	COUNTRY WALK DR; Sister Ba	LVSI	CLO
14-012005	21:52:33 11/26/14	Lift Assist	10837 BIRCHWOOD DR; V. Sis	LVSI	CLO
14-011258	02:49:06 11/04/14	Medical	2255 MILL RD;UNIT C18, Sis	LVSI	CLO
14-011738	09:15:36 11/19/14	Medical	10837 BIRCHWOOD DR; V. Sis	LVSI	CLO
14-012834	15:04:11 12/24/14	Medical	10554 APPLEWOOD RD; V. Sis	LVSI	CLO
14-010635	12:11:27 10/18/14	Missing Person	MAPLE DR & N BAY SHORE DR;	LVSI	CLO
14-010407	18:41:37 10/11/14	Motorist Assist	N BAY SHORE DR & MAPLE DR;	LVSI	CLO
14-010962	18:14:41 10/26/14	Neighbor Troubl	10673 REGATTA WAY; V. Sist	LVSI	CLO
14-010631	08:42:43 10/18/14	Parking Problem	2294 SUNSET DR; V. Sister	LVSI	CLO
14-010640	13:37:12 10/18/14	Parking Problem	MILL LN; Sister Bay-V, Sis	LVSI	CAA
14-010646	14:53:51 10/18/14	Parking Problem	10612 CLAFLIN LN; V. Siste	LVSI	CLO
14-010655	17:39:02 10/18/14	Parking Problem	10722 N BAY SHORE DR; V. S	LVSI	CLO
14-011696	21:24:07 11/17/14	Parking Problem	10636 N BAY SHORE DR; V. S	LVSI	CLO
14-011945	11:27:35 11/25/14	Parking Problem	10641 N BAY SHORE DR; V. S	LVSI	CLO

01/21/15  
13:49

Door County Sheriff's Office  
Law Incident Address History Report, by Nature

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2

Inc. No.	Reported	Nature	Address	Loctn	Dsp
14-009418	13:09:06 09/16/14	Pd Accident	10576 COUNTRY WALK DR; V.	LVSI	CLO
14-009494	15:16:26 09/18/14	Pd Accident	2313 MAPLE DR; V. Sister B	LVSI	CLO
14-010636	12:12:40 10/18/14	Pd Accident	MAPLE DR & WOODCREST RD; S	LVSI	CLO
14-010975	08:28:31 10/27/14	Pd Accident	N BAY SHORE DR & ST HY 57;	LVSI	CLO
14-011024	16:56:10 10/28/14	Pd Accident	MAPLE DR & CLAFLIN LN; Sis	LVSI	CLO
14-011432	01:08:20 11/10/14	Pd Accident	S BAY SHORE DR & FOREST LN	LVSI	CLO
14-011824	23:05:11 11/21/14	Pd Accident	SUNSET DR; Sister Bay-V, S	LVSI	CLO
14-011870	10:17:32 11/23/14	Pd Accident	2622 S BAY SHORE DR; V. Si	LVSI	CLO
14-012020	17:46:13 11/27/14	Pd Accident	ST HY 57; Sister Bay-V; BL	LVSI	CLO
14-012224	13:20:37 12/04/14	Pd Accident	10560 APPLEWOOD RD; V. Sis	LVSI	CLO
14-012317	17:04:56 12/07/14	Pd Accident	ST HY 57 & COUNTRY WALK DR	LVSI	CLO
14-008835	18:14:38 09/02/14	Pi Accident	N BAY SHORE DR & MILL RD;	LVSI	CLO
14-009745	15:36:24 09/24/14	Pi Accident	10698 N BAY SHORE DR; V. S	LVSI	CLO
14-011001	22:06:46 10/27/14	Sex Offense	2407 COUNTRY WALK DR; V. S	LVSI	CAA
14-008867	18:20:15 09/03/14	Suicide Threats	10525 JUDITH BLAZER DR; V.	LVSI	CLO
14-009803	09:58:13 09/26/14	Suspicious	2323 MILL RD; V. Sister Ba	LVSI	CLO
14-010131	15:02:27 10/04/14	Suspicious	10698 N BAY SHORE DR; V. S	LVSI	CLO
14-010451	03:13:24 10/13/14	Suspicious	ST HY 57;N OF 10363, Siste	LVSI	CLO
14-010583	21:27:02 10/16/14	Suspicious	4007 ST HY 42, Sister Bay,	LVSI	CLO
14-011255	23:47:54 11/03/14	Suspicious	10698 BAY SHORE DR, Sister	LVSI	CLO
14-011273	12:40:46 11/04/14	Suspicious	10393 NORTHWOODS DR; V. Si	LVSI	CLO
14-012078	14:23:29 11/29/14	Suspicious	10534 KOESSL LN; V. Sister	LVSI	CLO
14-012692	18:23:48 12/19/14	Suspicious	10641 N BAY SHORE DR; V. S	LVSI	CLO
14-012913	11:41:46 12/27/14	Suspicious	2210 MILL RD; V. Sister Ba	LVSI	CLO
14-009126	00:37:32 09/09/14	Tavern Check	10641 N BAY SHORE DR; V. S	LVSI	CLO
14-010277	01:20:47 10/09/14	Tavern Check	10640 N BAY SHORE DR; V. S	LVSI	CLO
14-011256	00:20:28 11/04/14	Tavern Check	10641 N BAY SHORE DR; V. S	LVSI	CLO
14-012413	01:07:24 12/11/14	Tavern Check	10641 N BAY SHORE DR; V. S	LVSI	CLO
14-010572	15:03:49 10/16/14	Theft	10494 E STONY RIDGE CIR; V	LVSI	ACT
14-010748	09:37:38 10/21/14	Theft	2468 SUNNYSIDE RD; V. Siste	LVSI	CLO
14-011021	15:25:58 10/28/14	Theft	10627 N BAY SHORE DR; V. S	LVSI	CLO
14-008884	10:13:09 09/04/14	Traffic Hazard	MAPLE DR; Sister Bay-V, Si	LVSI	CLO
14-010990	16:31:25 10/27/14	Traffic Offense	E STONY RIDGE CIR; Sister	LVSI	CLO
14-011105	18:15:53 10/30/14	Traffic Offense	N BAY SHORE DR & MAPLE DR;	LVSI	CLO
14-009331	13:41:23 09/13/14	Trespassing	10573 S HIGHLAND RD; V. Si	LVSI	CLO
14-009617	23:34:23 09/20/14	Unconsciousness	2378 MAPLE DR; V. Sister B	LVSI	CAA
14-013013	19:05:22 12/31/14	Unconsciousness	10519 KOESSL LN; V. Sister	LVSI	CLO
14-009800	09:35:11 09/26/14	Vandalism	MILL RD; res, Sister Bay,	LVSI	CLO
14-009853	08:48:05 09/27/14	Vandalism	2261 MILL RD; V. Sister Ba	LVSI	CLO
14-009913	12:13:43 09/28/14	Vandalism	2261 MILL RD; V. Sister Ba	LVSI	CLO
14-012887	07:39:44 12/26/14	Vandalism	AUTUMN CT; Sister Bay-V, S	LVSI	CLO
14-012341	10:43:09 12/08/14	Vehicle Defect	10522 FIELDCREST RD; V. Si	LVSI	CLO
14-012390	09:54:50 12/10/14	Vehicle Defect	10475 E STONY RIDGE CIR; V	LVSI	CLO
14-009804	10:52:26 09/26/14	Welfare Check	10534 S HIGHLAND RD; V. Si	LVSI	CLO
14-010785	09:53:45 10/22/14	Welfare Check	10554 APPLEWOOD RD;MEADOWS	LVSI	CLO
14-011019	13:22:57 10/28/14	Welfare Check	10438 ORCHARD DR; V. Siste	LVSI	ACT
14-012289	15:34:43 12/06/14	Welfare Check	10627 CLAFLIN LN; V. Siste	LVSI	CLO
14-012859	11:52:08 12/25/14	Welfare Check	10542 FIELDCREST RD; V. Si	LVSI	CLO

Total Incidents for This Report: 103

Report Includes:  
All dates between `00:00:00 09/01/14` and `23:59:59 12/31/14`  
All location codes matching `LVSI`



## VILLAGE OF SISTER BAY BOARD REPORT

For additional information: <http://www.sisterbaywi.info>

Meeting Date: 01/27/15  
Item No. 1

**Recommendation:** that the Board accepts the recommendation of the Utility Committee to approve the following actions:

1. Affirm the Village's ownership of the wastewater treatment plant, main lift station and out-fall pipe in letter to be sent to the Town of Liberty Grove and Liberty Grove Utility District #1; and
2. Affirm that the Utility Committee attempted in good faith to resolve the issue of plant ownership under Section 12.3 of the Intergovernmental Agreement, but in the Village's opinion was not successful, in that letter; and
3. Affirm that in that letter the Town has not presented any written information that the Town has an ownership stake in the plant; and
4. Affirm that the Village Board does not believe negotiations between the Town Board and Village Board will resolve the issue when the Utility Committee has not; and
5. Notify the Town and Utility District by letter that the Village wants to proceed to mediation immediately, which is consistent with the letter from John Lowry, dated December 19, 2014; and
6. The Chairperson of the Village Utility Committee, Village President and Village Administrator are authorized to submit a person as the mediator to the Town as soon as practical.

**Background:** Starting in 1985 the Village began working on an upgrade to the existing lagoon system for treating wastewater. The DNR was providing grants to cover 50% of the project costs estimated to be in the millions of dollars. During that time, there were competing plans for serving the Village and the Town of Liberty Grove. By the end of 1988, the Town agreed to an intergovernmental agreement that clearly stated the Village owned the plant. By 2008, the Town had obtained different legal opinions from their attorneys based on court cases, not the documents, that they had an ownership stake. Starting in 2010, the staff worked on creating a framework for the negotiation of a successor agreement. The first major task was establishing a spreadsheet model that put values on the plant and all of its improvements, which took most of 2010 to agree upon. At the same time, it took time to establish all the modifications to the two existing agreements and for the Village and Town to agree on benchmark versions of what existed, before we could even begin on making changes.

It needs to be understood that there were variety of projects and problems that the staff was facing during that time and this issue was just one of many that required thoughtful consideration. The letters that are attached reflect the communications between the parties, which do reflect an effort to address the problems. The Village did not manage the utility any differently after 2008 until it made the change in 2014 to create a separate committee for Water, Wastewater Collection and Storm Water Collection different from the Utility Committee.

The issue of plant ownership was discussed at various Utility Committee meetings in 2010, 2011, 2012, and 2013; at almost every Negotiating Committee meeting between February 2011 and March 2013 as well as numerous Board meetings. The typical complaint from the Town was they wanted to discuss ownership because they didn't like the agreement from 1988 and wanted the Village to give them approximately a 45% ownership stake for \$0.

Since 2013, the Utility Committee has continued to discuss the Town's complaint and problems and has sent a series of letters trying to get the issue resolved to no avail. The Village has provided all the documents that it has in its possession that demonstrate ownership and as late as January 7, 2015 the Town has been unable to find the "smoking gun" letter that demonstrates they have an ownership claim. In 2013, the Village and Town approved an operating agreement that specifically excluded the issue of plant ownership and provided language on how to address issues like that. Section 12.3 of the agreement is attached.

On Tuesday January 7, 2015, the Town again failed to present information regarding plant ownership instead claiming it would take some time to get their consultant to come to a meeting to discuss their topic (joint commission). The Village was ready to present its case. There have already been numerous meetings scheduled and cancelled because the Town wasn't ready. Town members made a motion to delay action on the issue until a future meeting could be held to hear from the Town's consultant and then another meeting for the Village to present. That motion failed on a 3 to 3 vote.

The Village made a motion to recommend proceeding to mediation. That motion failed on a 3-3 vote. The section 12.3 language was intended for the Utility Committee to resolve these kinds of issues and after the Village filed a complaint with the committee on August 6, 2013 on the issue of plant ownership (17 months ago).

The Village Attorney Randy Nesbitt has been contacted regarding the mediation process. He was asked to suggest a method or names for consideration as a mediator. The Village needs to carefully consider the mediator it recommends because our efforts at mediation with the retired judge appointed by the court on the Small quarry operation did not turn out well. That mediator expanded the operation instead of keeping it contained to the items under dispute, so agreeing on the right mediator is critical. Contact has also been made with the Chairperson of the Wisconsin Bar Association Dispute Resolution Section, Michael D. Rust, who is the Executive Director of the Winnebago Conflict Resolution Center, who is prepared to recommend mediators.

Based on Randy's comments during the Small quarry trial, the presiding judge wanted the parties to try mediation to see if the issue could be resolved before he was forced to make a decision. It is very likely that if the Village and Town bypass the mediation process and go directly to court, that the judge will order the parties to attempt to settle by mediating first. But if voluntary mediation fails, it is not likely the Village would be forced to mediate again. One of the values of voluntary mediation is that the Town would be forced to lay out its case for ownership, which they have not been able to do for the last five years. Their presentation would help the Village prepare for the ultimate court hearing.

The mediation needs to focus on whether or not the Town has an ownership stake in the plant based on the documentation from the period 1985-90. The Town will claim subsequent payments and actions by the Town invalidate the contract between the parties. They want to create a commission that owns the plant and lift station. At one point in time, Steve Jacobson recommended that we find an engineering consultant that was familiar with wastewater plant operations and DNR rules. There is value in mediator understanding the DNR grant and permitting process from the late 1980's, but he/she also needs to understand the 66.30 intergovernmental agreement process, municipal and contract law.

We have no idea who the Town will suggest, but would like to have the Village consider several individuals before making a final decision. We could also ask the different Village consultants to suggest names of individuals, but any prior connection to the Village could taint those individuals.

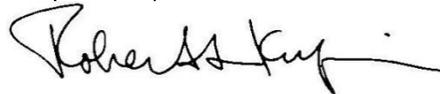
**A key sentence in section 12.3(b) is "If mediation is unsuccessful, or if a mediator has not been appointed within ninety (90) days of the date on which either party names a mediator, either party may proceed to commence action in Circuit Court."**

To me this means once the Village or Town names a mediator if the parties don't select one of the two, either party can proceed to Circuit Court. The Town will want to delay the process to avoid spending money, but the clock starts when the Village names a mediator. I believe the first sentence in section 12.3(b) also is clear that once either party (board) determines that the matter cannot be resolved by negotiation then the parties proceed to mediation. I believe the 90-day clock starts after either party declares an impasse on a negotiated settlement and sends the other a proposed mediator.

### **Fiscal Impact**

This issue has existed since 2008 and shows no sign of going away or being forgotten. The Village has invested hundreds of hours of committee member, staff, consultant and auditor time (plus their labor cost to the Village) on the issue that involves the ultimate control over an asset worth millions of dollars. If the Village loses the issue at the mediator or court level it will be forced to give the Town half of an asset valued in excess of \$4,000,000 and control over operation of the wastewater treatment plant and future expansion into the Town. If the goal is to quickly as possible get the issue before the courts, there would be probably four mediation sessions costing the Village around \$1,000 per session (Mediator \$200 per hour for six hours total per session at 50%) plus costs and consultant charges. The costs for a court hearing would include Village Attorney charges, consultant and staff charges plus costs. The Village may want the hearing held in Brown or Kewaunee counties instead. The court costs could easily range from \$10,000 to \$20,000 and would be best estimated by Randy Nesbitt.

Respectfully submitted,



Robert L. Kufrin  
Consultant

**12.3. Disputes Arising Out of or Relating to this Agreement.**

- (a) If any claim, controversy or dispute arising out of or relating to this Agreement occurs, the Utility Committee shall promptly attempt in good faith to resolve the matter. If the Utility Committee is unable to reach an amicable settlement of a dispute, then the Utility Committee shall notify the parties. The Village and the Town (the "parties" collectively or "party" individually) shall then attempt in good faith to resolve the matter through negotiation.
- (b) If the matter cannot be resolved through negotiation, then the parties will proceed to mediation in an effort to arrive at a resolution. Each party shall propose a qualified, impartial mediator in writing to be delivered to the office of the Clerk for the other party. If the parties cannot agree upon a mediator, a qualified, impartial mediator will be appointed by the chairperson of the Alternative Dispute Resolution Committee of the State Bar of Wisconsin or, if the chairperson is unable or unwilling to do so, by one of the Judges of the Door County Circuit Court. If mediation is unsuccessful, or if a mediator has not been appointed within ninety (90) days of the date on which either party names a mediator, either party may proceed to commence action in Circuit Court. Each party shall be responsible for its litigation expenses.
- (c) The composition of the mediation team shall be determined by each party. The time, date, location and number of mediation sessions shall be established by agreement of the parties and the mediator. If the parties and the mediator are unable to agree to the time, date, location and number of mediation sessions, they shall be determined by the mediator solely. The mediator will establish the format and rules for the meetings and the materials to be provided by each party. The cost of mediation shall be shared equally by the parties. If any party fails to attend a mediation session without five business days' notice to the other party, the party failing to attend the mediation session will be responsible for payment for all costs of that mediation session.
- (d) A settlement agreement made during the course of mediation, upon approval by the parties, shall be deemed an amendment to this Agreement, enforceable by either party.
- (e) Notwithstanding Section 2(h) of this Agreement to the contrary, the parties agree that as to any claim by the Town of an ownership interest in the Wastewater Treatment Plant, they will negotiate and mediate such claim in accordance with the provisions of Section 12.3 before either party commences action as to such claim in Circuit Court.



January 28, 2015

Mr. John Lowry  
Town Chairperson  
Town of Liberty Grove  
11161 Old Stage Road  
Sister Bay, WI 54234

Dear John,

As you know, the Utility Committee met on January 6, 2014 and was unable to reach an agreement on the Village's issue of plant ownership as outlined in the letter sent to you dated August 6, 2013. The Village Board discussed the issue at the regular meeting of January 27, 2014 and passed a motion approving these six items.

1. Affirm the Village's ownership of the wastewater treatment plant, main lift station and outfall pipe in letter to be sent to the Town of Liberty Grove and Liberty Grove Utility District #1; and
2. Affirm that the Utility Committee attempted in good faith to resolve the issue of plant ownership under Section 12.3 of the Intergovernmental Agreement, but in the Village's opinion was not successful, in that letter; and
3. Affirm that in that letter the Town has not presented any written information that the Town has an ownership stake in the plant; and
4. Affirm that the Village Board does not believe negotiations between the Town Board and Village Board will resolve the issue when the Utility Committee has not; and
5. Notify the Town and Utility District by letter that the Village wants to proceed to mediation immediately, which is consistent with the letter from John Lowry, dated December 19, 2014; and
6. The Chairperson of the Village Utility Committee, Village President and Village Administrator are authorized to submit a person as the mediator to the Town as soon as practical.

Rather than restating each of the items in a letter, the Village Board directed that the letter would include the list of six items. The Village Board still believes that mediation and/or a court decision will still result in the Village owning the plant. If the Town wishes to avoid the cost of mediation and or a court hearing, it could approve a resolution affirming the Village's ownership.

In accordance with Section 12.3 this letter serves to start the mediation process and will begin to find a mediator to propose to the Town over the next several weeks. It is the desire of the Board to resolve this issue as quickly as possible. The Board also regrets that this issue has created such a point of contention between our two communities.

Sincerely,

David Lienau  
Village President  
[dave.lienau@sisterbaywi.gov](mailto:dave.lienau@sisterbaywi.gov)



## VILLAGE OF SISTER BAY BOARD REPORT

For additional information: <http://www.sisterbaywi.info>

**Meeting Date:** 01/27/15

**Item No.** 2

**Recommendation:** that the Board accepts the bid of North Road Construction of Green Bay in the Amount of \$28,000 for renovation of the public Marina Restrooms.

**Background:** This is the second round of bids the Village has received for this project. The Village was forced to reject all bids in the first round in order to comply with public bidding requirements. The project appeared to be near the threshold of public bidding (\$25,000), and as such triggered this action. Staff had hoped this would not be the case. Bids in the second round ranged from \$28,000 to \$44,030.

### **Fiscal Impact**

The Village has received a grant in the amount of \$15,000 from the Wisconsin DNR for this project, with a limit of up to 50% match. We anticipate a local match of \$14,000 for project completion.

Respectfully submitted,

Zeke Jackson  
Village Administrator

## Agreement Form Between Owner and Contractor for a Residential or Small Commercial Project

Agreement made as of the 27<sup>th</sup> day of January, in the year 2015.

### Between the Owner:

Sister Bay Marina  
Village of Sister Bay  
2383 Maple Drive  
P.O. Box 769  
Sister Bay, WI 54234

### and the Contractor:

North Road Construction  
Gino J. Gemignani  
1304 North Road  
Green Bay, WI 54313  
Wis Contractor ID# \_\_\_\_\_

### for the following Project:

Public Restroom Renovations at Sister Bay Marina  
Sister Bay Marina  
10733 Bay Shore Drive  
Sister Bay, WI 54234

Project Description – Work includes all materials, labor, and equipment necessary for the removal of slab concrete on grade with the installation of a vapor barrier underlayment, ceramic tile floors, toilets, sinks, toilet partitions, accessories, painting and electrical service form a pusmatic panel to a new Square D breaker.

### The Architect:

Marc Isaksen Design, L.L.C.  
3839 Bay Shore Drive  
Sturgeon Bay, WI 54235

The Owner and Contractor agree as follows.

### Table of Articles

- |   |                                                      |
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| 1 | The Contract Documents                               |
| 2 | Date of Commencement and Substantial Completion Date |
| 3 | Contract Sum                                         |
| 4 | Payment                                              |
| 5 | Insurance                                            |
| 6 | General Provisions                                   |
| 7 | Owner                                                |
| 8 | Contractor                                           |

- 9 Architect
- 10 Changes in the Work
- 11 Time
- 12 Payments and Completion
- 13 Protection of Persons and Property
- 14 Correction of Work
- 15 Miscellaneous Provisions
- 16 Termination of the Contract
- 17 Other Terms and Conditions

**Article 1 The Contract Documents**

1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and the Contractor
- .2 the drawings and specifications prepared by the Architect, and enumerated as follows:

Drawings: **appendix A**

Specifications: per drawing

- .4 written orders for changes in the Work issued after execution of this Agreement, and
- .5 other documents, if any, identified as follows:

**Article 2 Date of Commencement and Substantial Completion**

The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of the commencement of the Work shall be the date of this Agreement unless otherwise indicated below. The Contractor shall substantially complete the Work, no later than **April 15, 2015**, subject to adjustment as provided in Article 10 and Article 11.

**Article 3 Contract Sum**

3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is: **\$28,000**

3.2 For the purposes of payment, pay requests must be submitted promptly by noon on Tuesday of each week in order to process payment. An initial mobilization fee of \$4000.00 is authorized.

3.3 Unit prices, if any, are as follows:

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

**\*\*\*\*\*PURCHASE ORDER INFORMATION HERE\*\*\*\*\***

**See appendix B**

This contract is for a lump sum of \$28,000, any deviation from this sum will be through written change order, issued by the contractor and accepted with signature from the Village.

All material items for project will be purchased directly by the Village. Contractor shall prepare purchase orders to approved vendors (in triplicate) for execution by the Village. Purchase orders shall have the "ship to" address listed as: Sister Bay Marina, 10733 N. Bayshore Drive, Sister Bay WI 54234. The contractor may pick up items from suppliers with written or emailed approval of the Village.

3.4 Reserved

3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternatives subsequent to the execution of the Agreement, attach a schedule of such other alternatives showing the amount for each and the date when that amount expires.)

Alternate 1: Installation of floor drain in Women's Bathroom. \$ \_\_\_\_\_

Owner initial if this alternate is accepted: \_\_\_\_\_

3.6 The Contract Sum shall include all times, materials and services necessary for the proper execution and completion of the Work.

#### **Article 4 Payment**

4.1 Based on Contractor's Application for Payment, certified by the Village Building Inspector/Marina Manager, shall pay the Contractor, in accordance with Article 12, as follows:

**See attached appendix \_\_\_ dated \_\_\_\_\_ for payment sums for units of work to be completed. No payment will be made for any partial unit of work until that unit of work is completed. A mobilization payment in the amount of \$\_\_\_\_\_ will be made prior to the start of work. Pay requests must be submitted by the contractor on letterhead no later than 12:00 noon on Tuesday of any week in which a unit of work is certified as completed by the Village Building Inspector/Marina Manager from the preceding week. Payment will be made by Village Check to the contractor, and will be available for the contractor to pick up at the Village Administrative offices at 4:00pm on Thursday of the week in which the request is submitted.**

4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

Two percent within 45 days of request for payment.

#### **Article 5 Insurance**

5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:  
(Insert specific insurance requirements and limits.)

Type of Insurance	Limit of Liability (\$1,000,000)
-------------------	----------------------------------

All insurances and limits required by the state of Wisconsin.

5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement.

5.3 The Contractor shall obtain an endorsement to its general liability insurance policy to cover the Contractor's obligations under section 8.12.

5.4 Reserved

## **Article 6 General Provisions**

### 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

### 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

### 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as bindings as if required by all.

## **Article 7 Owner**

### 7.1 Information and Services Required of the Owner

Wisconsin Contractor ID#

3 References

Schedule of work

Schedule of apportionment of work and pay requests

7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

### 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

### 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without

prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

#### 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the owner.

7.4.3 Costs caused by delays or by improperly time activities of defective construction shall be borne by the party responsible therefor. In the event the work is not completed by April 15, 2015, the contractor shall forfeit \$15,000 of the contract sum as liquidated damages.

### **Article 8 Contractor**

#### 8.1 Review of Contract Documents and Field Conditions by Contractor

8.1.1 Execution of the Contract by the Contractor is representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Owner.

#### 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner information and Contractor's construction schedule for the Work.

### **8.3 Supervision and Construction Schedule**

8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordination of all portions of the Work.

8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner the names of the subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner have made a timely and reasonable objection.

#### 8.4 Labor and Materials

8.4.1 The Contractor shall submit to the Owner a list of and purchase orders for items to be procured, including, but not limited to: materials, leased tools/equipment, transportation, shipping, and other facilities and services necessary for proper execution and completion of the work. The Owner will make direct purchase of all listed material items. The list may be amended with consent of the owner by submitting an amendment in writing.

8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other personal carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

#### 8.5 Warranty

The Contractor warrants to the Owner that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. This warranty period shall be for a period of 5 years.

#### 8.6 Taxes

The Owner is exempt from sales, consumer, use and similar taxes that are legally required when the Contract is executed.

#### 8.7 Permits, Fees and Notices

8.7.1 The Owner shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statues, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

#### 8.8 Submittals

The Contractor shall promptly review, approve in writing and submit to the Village Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

#### 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

#### 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work and to make its parts fit together properly.

#### 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material; and shall property dispose of waste materials.

#### **8.12 Indemnification**

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys; fees, arising out of or resulting

from performance of the Work, provided that such claim, damage, loss of expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

#### **Article 9 Village Administrator/Marina Manager (VA/MMGR)**

9.1 The VA/MMGR will provide administration of the Contract as described in the Contract Documents. The VA/MMGR will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

9.2 The VA/MMGR will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

9.3 The VA/MMGR will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility.

9.4 Based on the VA/MMGR's observations and evaluations of the Contractor's Application for Payment, the VA/MMGR will review and certify the amounts due the Contractor.

9.5 The VA/MMGR has authority to reject Work that does not conform to the Contract Documents.

9.6 The VA/MMGR will promptly interpret and decided matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

9.7 The VA/MMGR will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written requires from either the Owner or Contractor.

9.8 Interpretations and decisions of the VA/MMGR will be consistent with the intent of and reasonable inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the VA/MMGR will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations of decisions rendered in good faith.

9.9 The VA/MMGR duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner and Contractor. Consent shall not be unreasonably withheld.

#### **Article 10 Changes in the Work**

10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletion or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

10.2 The VA/MMGR will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents.

Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those considerations ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

#### **Article 11 Time**

11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment at the discretion of the VA/MMGR.

11.3 The Work will be completed to a point as to satisfy the requirements of the Wisconsin Department of Natural Resources as a Grantor of funds dedicated to the completion of this project **No later than April 15, 2015.** Failure to do so will result in liquidated damages in the amount of \$15,000.

#### **Article 12 Payments and Completion**

##### 12.1 Contract Sum

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. This contract sum shall be reduced by materials, services or other items directly procured by the Owner.

##### 12.2 Applications of Payment

12.2.1 At least 7 days before the date established for each progress payment, the Contractor shall submit to the Owner an itemized Application for Payment for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work through direct purchase by owner. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

##### 12.3 Progress Payments

12.3.1 After the Owner has certified an application for payment, the Owner shall make payment in the manner provided in the Contract Documents.

12.3.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

12.3.3 The Owner shall not have responsibility for payments to a subcontractor or supplier.

12.3.4 A Certificate for Payment, a progress payment, or partial or entire use of occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

### **12.5 Substantial Completion**

12.5.1 Substantial Completions the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

12.5.2 When the Work or designated portion thereof is substantially complete, the Owner will make an inspection to determine whether the Work is substantially complete. When the Owner determines that the Work is substantially complete the Owner shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate.

### **12.6 Final Completion and Final Payment**

12.6.1 Upon receipt of a final Application for Payment, the Owner will inspect the Work. When the Owner find the work acceptable and the Contract fully performed, the Owner will promptly issue a final Certificate for Payment.

12.6.2 Final payment shall not become due until the Contractor submits to the Owner, releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out the Contract.

12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

12.6.4 If the Work is not substantially completed on or by May 30, 2015, the Owner will withhold up to \$1000.00 per day for each day the Work is not substantially completed of the contract sum as damages due to loss of business, loss of revenue, and/or loss of grant award, or other reasons that the Owner may have to withhold this sum.

### **Article 13 Protection of Persons and Property**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, include and all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

#### **Article 14 Correction of Work**

14.1 The Contractor shall promptly correct Work rejected by the Owner as failing to conform to the requirement of the Contract Documents. The Contractor shall bear the cost of correction such rejected Work, including the costs of uncovering, replacement and additional testing.

14.2 In addition to the Contractor's other obligations including warranties und the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

#### **Article 15 Miscellaneous Provisions**

##### **15.1 Assignment of Contract**

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

##### **15.2 Tests and Inspections**

15.2.1. At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

15.2.2 If the Owner requires additional testing, the Contractor shall perform those tests.

15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

##### **15.3 Governing Law**

The Contract shall be governed by the law of the place where the Project is located.

#### **Article 16 Termination of the Contract**

##### **16.1 Termination by the Contractor**

If the Owner fails to certify payment as provided in Section 12.3 for a period of 30 days through no fault of the Contractor, or if the Owner fail to make payment as provided in Section 12.4.1 for a period of 30 days, the Contractor may, upon seven additional days' written notice to the Owner ~~and Architect~~, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

##### **16.2 Termination by the Owner for Cause**

16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors
- .3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

16.2.2. When any of the above reasons exist, the Owner, ~~after consultations with the Architect~~, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any seven day's written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

**16.3 Termination by the Owner for Convenience**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

**Article 17 Other Terms and Conditions**

This Agreement entered into as of the day and year first written above.

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

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

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

License No.: \_\_\_\_\_

Jurisdiction: \_\_\_\_\_



## VILLAGE OF SISTER BAY BOARD REPORT

For additional information: <http://www.sisterbaywi.info>

**Meeting Date:** 01/27/15  
**Item No.** 3

**Recommendation:** that the Board accepts the recommendation of the Parks Committee and accept the bid of Living Labs LLC of Detroit in the Amount of \$13,900 for development of a Wayfinding Signage Master Plan and type designs.

**Background:** Staff interviewed 3 firms in association with this project, two of which submitted proposals. Living Labs was drastically lower in cost due to the process by which they develop their projects. They will intensively study the Village, in person, and conduct public input meetings, all over a 3-5 day period. Living Labs is also the contracted designer of the Village of Ephraim's new streetscape.

### **Fiscal Impact**

The Village has budgeted \$15,000 for this work in its CIP. I anticipate an additional \$35,000-50,000 will be needed as a part of the 2016 budget for production and installation of the signs. Some of these costs may be mitigated through placement of "anchor" sponsors on signs or locations on wayfinding maps.

Respectfully submitted,

Zeke Jackson  
Village Administrator

## STANDARD CONTRACT FOR PROFESSIONAL WAYFINDING SERVICES

### Preliminary Provisions

#### Date

This Agreement is made as of January 5, 2015, between the Client and the Consultant for Professional Services as provided herein.

#### Client

THE VILLAGE OF SISTER BAY

NAME

2383 MAPLE DRIVE, SISTER BAY, WISCONSIN 54234

ADDRESS

MR. ZEKE JACKSON, ADMINISTRATOR

RELATIONSHIP TO PROJECT OWNER

#### Consultant

livingLAB, llc

NAME

4444 SECOND AVENUE, Detroit, Michigan 48301

ADDRESS

Jamison W. Brown, PLA, ASLA

CONTACT PERSON

### Project Description

The Village of Sister Bay would like to embark on the development of a Wayfinding Plan. The plan will be implemented in conjunction with planned improvements to State Route 42 and its associated pedestrian facilities. The plan will help visitors to the Village navigate to important sites, parking and recreational amenities.

### Compensation

Compensation for the Scope of Services to be performed under this Agreement shall be the stipulated lump sum of \$11,600 plus Reimbursable Expenses (estimated at \$2300).

### Article 1

#### Professional Services

##### 1.1 Standard of Care

The Professional Services shall be performed with care and diligence in accordance with the professional standards appropriate for a project of the nature and scope of this Project.

##### 1.2 Scope of Services

Professional Services to be provided under this Agreement are listed below and detailed in the attached Proposal dated Sept. 8, 2014:

1. Asses Existing Conditions
2. Design Development

### 1.3 Additional Services

Additional Services are beyond the scope of the basic Scope of Services, and when requested in writing by the Client, shall entail additional compensation beyond the Compensation stated above. Additional Services under this Agreement expressly include but are not limited to:

- a. Site survey
- b. Meetings in addition to those listed in the Scope of Services
- c. Soil analysis and testing
- d. Coordinating or preparing work for sub-consultants beyond the outlined scope of services

### 1.4 Changes to Approved Services

Revisions to drawings or other documents shall constitute Additional Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous budget parameters and/or Project requirements.

### 1.5 Schedule of Performance

The Client's signature on this Agreement shall be the basis for the Consultant to begin providing services for the Project. The Consultant shall perform the services as expeditiously as is consistent with professional quality.

## Article 2

### Client's Responsibilities

#### 2.1 Information

The Client shall provide site and other information on which the design is to be based as well as Client's budget parameters for the Project. The Consultant shall be entitled to rely on the accuracy and completeness of information provided by the Client.

#### 2.2 Budget

The Consultant shall reasonably strive to propose designs and prepare documents consistent with the Client's budget parameters. If provided by the Consultant as a part of the Scope of Services, opinions of probable construction costs are based on the designer's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning; such opinions shall not be construed to provide a guarantee or warranty of the actual construction costs at the time construction bids are solicited or construction contracts negotiated.

#### 2.3 Approvals

The Client's decisions, approvals, reviews, and responses shall be communicated to the Consultant in a timely manner so as not to delay the performance of the Professional Services.

#### 2.4 Project Permit and Review Fees

The Client shall pay all fees required to secure jurisdictional approvals for the Project.

## Article 3

### Ownership of Documents

The Consultant shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by the Consultant (collectively, the "Materials"). Subject to payment by the Client of all fees and costs owed to the Consultant, the Consultant grants to the Client a nonexclusive license to reproduce the Materials solely for the construction and use of the Project.

#### **Article 4**

##### **Consultant Compensation**

- 4.1** Compensation for the Professional Services performed under this Agreement shall be the stipulated sum indicated in the Preliminary Provisions plus Reimbursable Expenses as defined below. Additional Services, when requested in writing by the Client, shall entail additional compensation to be determined on an hourly basis or on the basis of a negotiated fee.
- 4.2** Reimbursable Expenses are expenditures for the Project made by the Consultant, its employees, and consultants in the interest of the Project plus an administrative fee of 5 %. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction, postage, services of professional consultants which cannot be quantified at the time of contracting, and other, similar direct Project-related expenditures.
- 4.3** Monthly payments to the Consultant shall be based on (1) the percentage of the Scope of Services completed, and shall include payments for (2) Additional Services performed, and (3) Reimbursable Expenses incurred.
- 4.4** Payments are due and payable 30 days from the date of the Consultant's invoice. Invoiced amounts unpaid 45 days after the invoice date shall be deemed overdue and shall accrue 1% interest per month. At the Consultant's option, overdue payments may be grounds for termination or suspension of services.
- 4.5** If through no fault of the Consultant the Scope of Services to be provided under this Agreement has not been completed within 30 days of the initially agreed upon project completion date, the compensation for services rendered after that time period shall be equitably adjusted.

#### **Article 5**

##### **Indemnification**

Client and Consultant each agree to indemnify and hold harmless the other, and their respective officers, employees, agents, and representatives, from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

#### **Article 6**

##### **Dispute Resolution**

- 6.1** If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation, the cost of which shall be shared equally by the parties.
- 6.2** Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

**Article 7**

**Suspension/Termination**

This Agreement may be terminated by either party on 7 days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

**Article 8**

**Other Terms and Conditions**

**8.1 Assignment**

Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.

**8.2 Governing Law**

The law in effect at the Consultant's principal place of business shall govern this Agreement.

**8.3 Complete Agreement**

This Agreement represents the entire understanding between the Client and Consultant and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only in a writing signed by both the Client and the Consultant.

livingLAB, llc

*Consultant*

By: Jamison W. Brown, PLA, ASLA

Date: January 5, 2015

*Client*

By:

Date:

# WAYFINDING SERVICES PROPOSAL

September 8, 2014 | Prepared for: The Village of Sister Bay, Wisconsin | Prepared by: livingLAB



4444 second avenue  
detroit, michigan  
48201

3550 frontier avenue, unit A2  
boulder, colorado  
80301

The Village of Sister Bay  
2222 Scandia Road  
Sister Bay, Wisconsin 54234  
920.854.4118

**RE: Wayfinding Plan**

Mr. Zeke Jackson

Thanks for your interest in livingLAB! While we were in Door County for the Ephraim **mobileLAB®**, we spent quite a bit of time in Sister Bay. It was apparent during our visit, that the Village has been very proactive about making improvements that will greatly enhance the experience of both Village residents as well as seasonal visitors.

Building on your momentum, the development of a comprehensive wayfinding plan would provide visitors to the Village the convenience of easily navigating to important destinations and parking. This will have the added benefit of easing congestion during the busy summer months and further promoting the Village as world class pedestrian friendly destination.

Respectfully Submitted,



livingLAB  
Jamison W. Brown  
landscape architect + partner

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## WHY livingLAB:?



### BACKGROUND.

livingLAB is a collaborative design studio of innovative thinkers and doers who have come together to revitalize our communities. Our headquarters, located within the sustainable professional community of the Green Garage in Midtown Detroit is always abuzz with creative energy. On any given day, you will find us discussing new ideas, developing concept sketches together at the working table, or brainstorming our next big idea over a big cup-o-joe. Our Boulder, Colorado studio is appropriately set in a community of like-minded thinkers where we can apply our planning and design prowess. We believe that the nature of our open-format design studios keeps ideas flowing, energy high, and supports better projects through collaboration.

### EXPERIENCE.

With over 60 years of combined experience under our belts we bring a lot to the drawing table: specifically, knowledge about planning for, and executing, constructable projects and implementable plans. livingLAB offers a fresh perspective on our communities. The four founding partners formed livingLAB after spending years working elbow-to-elbow in various firms throughout the state, to capitalize on individual strengths and develop ideas and projects that lead to inspired outdoor spaces. With the creativity of three licensed landscape architects and a professional planner, livingLAB is focused on project realization.

### PHILOSOPHY.

Our studio and design practice are based on the following principles:

- ▶ Creativity is at the core of what we do.
- ▶ Tow the triple bottom line: we place equal value on being *profitable*, being *socially responsible* and giving back to our community, and implementing *sustainable* environmental practices.
- ▶ Support a flexible, team approach to every project. Hey, we understand and appreciate that each community, neighborhood and project is different!
- ▶ Bring a broad range of services to the table to help our clients meet their goals. And if we don't specialize in it, we find partners that do.
- ▶ Value the relationship with each and every client. Period.
- ▶ Love what you do. It will show in our project and plans.

# UNDERSTANDING OF THE PROJECT

Following nearly 10 years of sustained community improvement, the Village of Sister Bay would like to embark on the development of a Wayfinding Plan. The plan will be implemented in conjunction with planned improvements to State Route 42 and its associated pedestrian facilities. The plan will help visitors to the Village navigate to important sites, parking and recreational amenities.

## SCOPE OF SERVICE

In order to meet the goals of this project, we have developed the following detailed scope of work to guide the development of the Sister Bay Wayfinding Plan.

### TASK 1: ASSESS EXISTING CONDITIONS

#### 1.1

Photograph existing signage within the Village of Sister Bay directed toward bicycle, pedestrian and vehicle wayfinding. This will enable our team to propose wayfinding guidelines and standards that, if possible and desired, are complimentary to existing signage systems.

#### 1.2

Develop a detailed map of the village highlighting important public destinations such as parks, business centers, cultural sites, civic buildings and parking facilities.

#### 1.3

livingLAB will host a lively Town Hall Meeting to help galvanize the community around the development of a wayfinding plan. We will explore the common values held by the community, and help facilitate the development of themes for the design of wayfinding signs.

### TASK 2: DESIGN DEVELOPMENT

#### 2.1

livingLAB will develop a draft wayfinding plan that will identify the location and type of signage to be placed throughout the Village.

## 2.2

We will develop three alternatives for the “look and feel” of the proposed family of signs.

## 2.3

livingLAB will present the draft alternatives during a public Open House.

## 2.4

Develop a brief online survey (SurveyMonkey or similar) describing the alternative concepts and assist in the promotion of the survey in order to gather more broad feedback from interested stakeholders.

## 2.4 (OPTIONAL)

livingLAB will coordinate the printing and installation of full-sized mock-ups of the proposed wayfinding signs. These signs can be used to further test the designs and to help with community visualization of the final product.

## TASK 3: FINAL DESIGN

### 3.1

A Design Guidelines booklet will be developed that details:

- Sign types
- Sign placement standards
- Sign frequency recommendations
- Logos/symbols
- Associated standard artwork detailing font types, colors, and dimensions for use in standalone wayfinding installation and inclusion in road projects that incorporate wayfinding

### 3.2

Develop a estimate of probable cost broken down by sign type.

### 3.2

Review draft Design Guidelines with Village Staff and Wisconsin DOT.

### 3.3

Finalize Design Guidelines based on input.

# SCHEDULE

The project schedule is based on the project start date. Any change in start date would result in changes in all subsequent delivery dates. The actual project schedule will be finalized at the project kickoff meeting and approved by all parties prior to distribution.

## TASK 1: 1 Week

COMPLETION

livingLAB will visit Sister Bay for two days for the kick-off meeting and to conduct our site investigation.

**10/31/2014**

## TASK 2: 2 Months

COMPLETION

Our team will develop three (3) alternative designs for review both at an Open House and via on-line survey.

**12/31/2014**

## TASK 3: 1 Month

COMPLETION

livingLAB will deliver the final Wayfinding Plan and Sign Design Standards.

**01/31/2015**

# DETAILED ESTIMATE

DELIVERABLES AND SERVICES		TIME & COST ESTIMATE	
<b>Assess Existing Conditions</b>			
Base Map	8	\$100.00	<b>\$800.00</b>
Photo Inventory	4	\$100.00	<b>\$400.00</b>
Town Hall Meeting	12	\$100.00	<b>\$1200.00</b>
<b>Design Development</b>			
Draft Wayfinding Plan	16	\$100.00	<b>\$1600.00</b>
Alternative Sign Design	24	\$100.00	<b>\$2400.00</b>
Open House	16	\$100.00	<b>\$1600.00</b>
Survey	4	\$100.00	<b>\$400.00</b>
<b>Final Design</b>			
Design Guidelines	18	\$100.00	<b>\$1800.00</b>
Cost Estimate	4	\$100.00	<b>\$400.00</b>
Review	2	\$100.00	<b>\$200.00</b>
Finalize Wayfinding Plan and Guidelines	8	\$100.00	<b>\$800.00</b>
		FEE TOTAL	\$11,600.00
		EXPENSES (Estimated)	\$2300
		Sign Mock-Ups	at Cost
		<b>ESTIMATED TOTAL</b>	<b>\$13,900.00</b>
PAGE 5			SEPTEMBER 8, 2014

# RATES + REIMBURSABLES

## HOURLY RATES FOR PROFESSIONAL SERVICES:

livingLAB charges a flat rate fee for professional services, no matter who you work with. All services requested by the client in addition to those referenced in the scope shall be billed at the below rate.

- ▶ Hourly Rate: \$100

## REIMBURSABLES:

Fees for reimbursable expenses are listed below. These cost will be billed in addition to Professional Fees and will be documented in detail on your monthly invoice.

- ▶ Mileage: the federal rate of 56 cents per mile
- ▶ Printing: reimbursable at the cost of production
- ▶ Travel: reimbursable at cost
- ▶ Mail and Couriers: reimbursable at cost of service

## REFERENCES

The communities and partners listed below have worked with livingLAB partners and can speak directly to you about our quality of work, design philosophy, work ethic and collaborative process.

### VILLAGE OF EPHRAIM

Charity Carey, Administrator  
10005 Norway Road  
Ephraim, WI 54211  
[o] 920.854.5501  
ccarey@ephrain-wisconsin.com

### ALLEN PARK DOWNTOWN DEVELOPMENT AUTHORITY

Jennifer Kibby, Director  
6543 Allen Road  
Allen Park, MI 48101-2001  
[o] 313.928.0940  
jkibby@cityoffallenpark.org

### LYON TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY

Michelle Aniol, Economic Development Coordinator  
[o] 248.437.2240  
maniol@lyontwp.org

### VILLAGE OF LAKE ORION DOWNTOWN DEVELOPMENT AUTHORITY

Suzzane Perreault, Director  
118 N. Broadway, Lake Orion, MI 48362  
[o] 248.693.9742 : [c] 248.425.5679  
director@downtownlakeorion.org

## YOUR TEAM

The Sister Bay Wayfinding Plan will be managed by a team of professionals. Your project manager will be the point person throughout the course of your project, ensuring a cohesive project and a personalized experience.

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▶ **JAMISON W. BROWN**

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**lead landscape architect**

landscape architect + partner

Jamison will lead the project and be your project contact through the terms of the contract.

Jamison's 17 years of experience as a landscape architect make him a perfect fit for this project. His past clients have included municipalities throughout the United States covering all aspects of wayfinding design from Master Planning to Construction Observation.

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▶ **COURTNEY R. PIOTROWSKI**

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**landscape architect**

landscape architect + partner

Courtney will assist with public meetings and lead the sign design component of the project.

Courtney has extensive experience working with the public to build consensus and focused goal setting. She instills confidence in her clients and builds trust with the public to pave the way for a smooth project.

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▶ **JASON P. MACDONALD**

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**landscape architect**

landscape architect + partner

Jason will serve as a technical member of the team. His expertise in mapping will help build a strong foundation for the wayfinding plan.

Jason brings 15 years of experience working on the construction of Streetscapes and Waterfront facilities around the Great Lakes to the table.

## RESUMES

**JAMISON W. BROWN:**

PLA, ASLA  
landscape architect + partner

**Doctor of Design.  
Solution Seeker.  
Dad.  
This is Jamison**

Jamison Brown has been interested in shaping our built world since his youth. Growing up on a small farm gave him a strong foundation in the landscape. Watching neighboring farms slowly swallowed by suburban growth gave him his ethic. His education in natural resources and architecture has shaped his holistic approach to design. This approach helps clients achieve the best possible outcomes for their projects.

Jamison's extensive planning and design experience includes managing projects through all phases of their life cycle, including all scales of projects in both rural and urban contexts.

Jamison's professional interests are in both restoring urban fabric, and educating communities and developers about techniques for sensitive growth. Jamison is a guest lecturer at the University of Michigan and West Virginia University, and provides pro bono design services for not-for-profit organizations in the community.

**EDUCATION, REGISTRATIONS + TRAINING:****Education**

Masters in Landscape Architecture, University of Michigan: 2013  
Bachelors of Science in Natural Resources, University of Michigan: 1996

**Registrations**

Professional Landscape Architect, MI #3901001504, TX #2534, CO #1056

**Special Training**

Post and Beam Design, The Shelter Institute, Bath ME: 1998  
Green Roofs for Health Cities, Baltimore, MD  
Form Based Codes Institute, Lansing, MI

**PROFESSIONAL GOAL:**

To collaborate with our clients to create meaningful spaces that are environmentally sensitive, socially responsible and aesthetically pleasing.

**BOARDS & ASSOCIATIONS:**

City of Boulder Design Advisory Board  
American Society of Landscape Architects  
Association of Pedestrian and Bicycle Professionals  
Community Cycles  
Green Roofs for Healthy Cities

**HONORS + PUBLICATIONS:**

MiASLA Honor Award, Flint Riverfront Restoration Plan: 2011  
Vice President of Marketing, MiASLA  
President, Student Chapter of ASLA  
Junior League of Ann Arbor Community Partner of the Year: 2003  
Xi Sigma Pi National Honor Society  
Van Sweden Scholarship

**NOTED EXPERIENCE:****Non-Motorized Planning & Design**

30th Street Vision, Boulder, CO  
Detroit Bike-Share Feasibility Study, City of Detroit, MI  
Inner Circle Greenway, Detroit, MI  
BIKE Hamtramck! NoMo Plan, City of Hamtramck, MI  
Lapeer Non-Motorized Master Plan, City of Lapeer, MI  
Thumb Region Non-motorized Master Plan, Tuscola County, MI

Huron River Border to Border Trail, Washtenaw County Parks, MI  
 West Bloomfield Trail Extension Design, West Bloomfield, MI  
 M-5 Trail Design, Novi, MI

### **Streetscape Design**

Downtown Flint & Broadway Streetscape, Village of Lake Orion, MI  
 Trumbull Avenue Streetscape, City of Detroit, MI  
 Ecorse Road Streetscape, Allen Park, MI  
 Five Mile & Beech Daly Streetscape, Redford, MI  
 Downtown Eaton Rapids M-50/M-99 Streetscape, Eaton Rapids, MI  
 Palm Bay Road, Downtown Palm Bay, FL  
 Downtown Allen Park Street Amenities Plan, Allen Park, MI  
 Beech Daly Road Landscape Enhancement, Dearborn Heights, MI  
 Streetscape Pattern Book, Davison, MI  
 Wick Road Enhancement Plan, Taylor, MI  
 Kettering University Gateway Project, Flint, MI

### **Urban Design and Planning**

Streetscape Design and Landscaping Maser Plan, Ephraim, WI  
 Riverfront Restoration Master Plan, City of Flint, MI  
 Frankfort Complete Streets Conceptual Design, Frankfort, MI  
 Illustrative Corridor Plan, City of Dunedin, FL  
 Village of Rochester Hills, Rochester Hills, MI  
 Strategic Master Plan, City of Grand Haven, MI  
 Ann Arbor Farmers Market Master Plan, Ann Arbor, MI  
 Redevelopment Strategy, Little River Band of Ottawa Indians  
 Ecorse Road Streetscape, City of Allen Park, MI  
 Broadway and Flint Street Enhancement, Village of Lake Orion, MI

### **Campus Planning**

Henry Ford Hospital Master Site Plan, Detroit, MI  
 National Heritage Academies, Canton, MI  
 University of Michigan, Ann Arbor, MI  
 Washtenaw Community College, Pittsfield Township, MI  
 Penn State University, State College, PA

### **Parks and Recreation**

John West Hunter Park, Birmingham, MI  
 Bear Creek Park Redevelopment, Oakland Township, MI  
 Hickory Glen Park, Commerce, Charter Township of Commerce, MI  
 Maple Glen Park, Commerce, Charter Township of Commerce, MI  
 Castaway Cove Beach Design, City of Palm Bay, FL  
 Riggs Park, Van Buren Township, MI  
 Draper Twin Lake Park Dock and Access Improvements, Charter Township of Oakland, MI  
 Recreation Master Plan Update and Park Design, Charter Township of Orion, MI



## COURTNEY R. PIOTROWSKI:

PLA, ASLA, LEED GA  
landscape architect + partner

**Creative Thinker.**  
**Energy Seeker.**  
**Git 'R Dun Attitude.**  
**This is Courtney.**

Courtney has had her hands in it all: planning, landscape architecture, public participation, management, client communication and coordination. Her strength over the last 15 years has been developing and fostering client relationships through successful project implementation and a commitment to excellence.

Courtney has a particular talent for coordinating teams of architects, planners and engineers on large scale, multi-disciplinary projects.

Recognized for her unique ability to balance the art of design, the technical aspects of construction and the emotion of planning public spaces and places; Courtney promotes innovation in design, sustainable construction practices and context-sensitive planning in order to create the best possible outcomes for her clients and the communities she works in.

Courtney's unwavering commitment to providing the best possible design alongside a positive, fun and energetic working relationship is why clients keep comin' back.

### EDUCATION, REGISTRATIONS + TRAINING:

#### Education

Bachelors of Landscape Architecture, with honors, Michigan State University: 1999

#### Registrations and Certificates

State of Michigan Licensed Landscape Architect: #3901001353  
LEED Green Associate

### PROFESSIONAL GOAL:

Foster the creation of memorable 'people-places' through the balance of good design and a commitment to energetic and engaging relationships with both my client and their community.

### LABpartners:

American Society of Landscape Architects  
Michigan Chapter of the American Society of Landscape Architects  
Michigan Recreation and Parks Association  
US Green Building Council

### HONORS + PUBLICATIONS:

#### Honors

Michigan Recreation and Parks Association Design Award Rigg's Heritage Park, Van Buren Township, Michigan: 2010  
ASLA Certificate of Merit for Design, Green Oak Village Place: 2008  
Michigan ASLA Emerging Professional of the Year: 2007  
Michigan Recreation and Parks Association Design Award Ford Field, Northville, Michigan: 2004  
Pocket Park Design Competition Winner, Rochester, Michigan: 2004

#### Publications

Smith, Chip and Courtney Piotrowski. "Urban Design – Creating Mainstreet Novi". The Review. Michigan Municipal League, September - October 2008.  
Piotrowski, Courtney. "Chair Bombing and Guerilla Placemaking" Metromode. Issue Media Group, LLC, 2012. Web. 22 Mar 2012.

### NOTED EXPERIENCE:

#### Urban Design and Planning

MainStreet Novi, City of Novi, MI: Triangle Development  
Brightmoor Neighborhood Plan, City of Detroit, MI  
Lyon Center Vision Plan, Lyon Township, MI

City of Northville Downtown Plan, Northville, MI  
 Master Plan, Pittsfield Charter Township, MI

### **Streetscape Design**

Ecorse Road Streetscape, City of Allen Park, MI  
 Philomene Streetscape, City of Allen Park, MI  
 Mack Ave Streetscape, City of Grosse Pointe, MI  
 Seven Mile Streetscape, City of Detroit, MI

### **Landscape Architecture**

Commons Corner Plaza Renovation, Garden City, MI Southfield  
 Public Library Children's Garden, Southfield, MI  
 White Chapel Memorial Cemetery Mausoleum Plaza, Troy, MI  
 University Center, University of Michigan, Dearborn, MI  
 Jewish Family Services Center, West Bloomfield, MI

### **Public Participation**

Pittsfield Charter Township Master Plan  
 Stadium Boulevard Public Input, City of Ann Arbor, MI  
 Ecorse Road Streetscape Public Participation, Allen Park, MI

### **Parks and Recreation Planning and Design**

Oakland Township, MI Parks, Recreation, Open Space & Trails Plan  
 City of Farmington Hills, MI Parks and Recreation Master Plan  
 Chaldean Camp of the United States of America Master Plan  
 Merrill-Palmer Children's Garden, Wayne State University, MI  
 Grand Blanc Middle Schools Athletic Facilities, Grand Blanc, MI  
 Marsh View Park Concept Plan, Oakland Township, MI

### **Retail Design**

Green Oak Village Place, Green Oak Township, MI  
 12 Mile Crossing at Fountain Walk, Novi, MI  
 Village of Rochester Hills, Rochester Hills, MI



## JASON P. MACDONALD:

PLA, ASLA  
landscape architect + partner

**Developer of Designs.**  
**Roll-Up-My-Sleeves Kinda Guy.**  
**Professional Coffee Drinker.**  
**This is Jason.**

As a designer, Jason pays special attention to form + scale, balance + rhythm, harmony + repetition as a way of evaluating surroundings. Landscape Architecture allows him to use all the elements and principles of design to create unique, memorable, relevant, enjoyable, and inspiring “spaces and places” in our world.

During his 14 years of experience designing and planning the world in which we live, work, and play Jason has influenced a wide range of projects. He believes the most successful and interesting places develop and grow from a design development seed. His ability to shepherd a project from the early stages of design through to the built environment by way of the approval, coordination and construction processes assure that a project team’s goal and vision is achieved.

Jason provides technical leadership for our team and clients. His strengths are preliminary design and 3D modeling/massing, graphic presentations and renderings, CAD, and development of final construction documents.

### EDUCATION, REGISTRATIONS + TRAINING:

#### Education

Bachelor of Landscape Architecture, Michigan State University: 1998

#### Registrations

Professional Landscape Architect, MI #3901001519

### PROFESSIONAL GOAL:

Provide leadership to partners and clients with the goal of realizing a vision for a better living environment.

Build a synergistic environment that is diverse in scope and forward-thinking in design approach and management philosophy.

### LABpartners:

American Society of Landscape Architects

Congress for the New Urbanism

### HONORS + PUBLICATIONS:

MiASLA Honor Award, Flint Riverfront Restoration Plan: 2011

Guest Lecturer for MiASLA “Each One, Reach One” Program

Sigma Lambda Alpha Honor Society for Landscape Architects

### NOTED EXPERIENCE:

#### Urban Design and Planning

Flint River & Hamilton Dam Restoration, City of Flint, MI

Woodbridge Estates Neighborhood Development, Detroit, MI

Compass Rose Intersection & Pedestrian Crosswalks, Plymouth, MI

Gardenview Estates Neighborhood Development, Detroit, MI

Façade Improvement Program, Gibraltar, MI

Highland Park Civic Park, Highland Park, MI

Frankfort Master Plan, Frankfort, MI

#### Campus Planning

Hemlock Semiconductor Front Campus, Hemlock, MI

Hemlock Semiconductor Front Campus, Clarksville, TN

Henry Ford Hospital South Campus Expansion, Detroit, MI

Brownstown Civic Campus, Brownstown, MI

Civic Park & Arboretum, Davison, MI

#### Site Design

Children’s Park, Village of Lake Orion, MI

Richard A. Young Recreation Center Rain Garden Plan,

Dearborn Heights, MI

Monroe Plaza Redevelopment, Durand, MI  
Manistee River Bank Stabilization, Wellston, MI  
West Creek Confluence Site Floodplain Restoration, Cleveland, OH  
Public Parking Green Space Enhancement, Allen Park, MI  
West Bloomfield Non-Motorized Trail Extension, West Bloomfield, MI  
Harbor Beach Waterfront Park, Harbor Beach, MI  
JFK Library Expansion Design, Dearborn Heights, MI  
Garabedian Property Development, Empire, MI

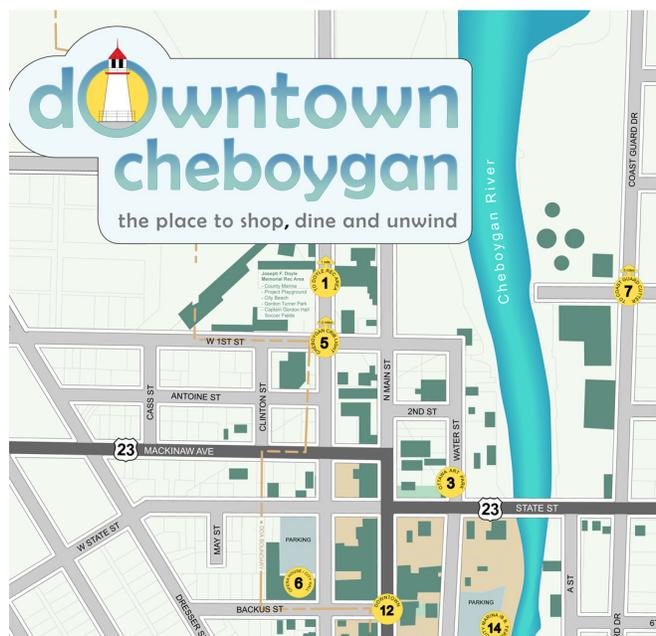
#### **Presentation Graphics and 3D Massing**

Davison Township Gateway Redevelopment, Davison Township, MI  
Sheridan Community Center Redevelopment & Re-Use, Taylor, MI  
Form Based Code Massing/Setback Guidelines & Exhibits, Frankfort, MI  
Henry Ford Health Systems North/South Campus Expansion Modeling, Detroit, MI  
Downriver Linked Greenways Trail Map, Wayne County, MI  
M-5 Trail Presentation, Novi, MI  
Oakland County Trail Master Plan, Oakland County, MI  
Monroe Plaza Redevelopment Models, Davison, MI

#### **Streetscape Design**

Downtown Flint & Broadway Streetscape, Village of Lake Orion, MI  
Ecorse Road Streetscape, Allen Park, MI  
Five Mile & Beech Daly Streetscape, Redford, MI  
Downtown Eaton Rapids M-50/M-99 Streetscape, Eaton Rapids, MI  
Palm Bay Road, Downtown Palm Bay, FL  
Downtown Allen Park Street Amenities Plan, Allen Park, MI  
Beech Daly Road Landscape Enhancement, Dearborn Heights, MI  
Streetscape Pattern Book, Davison, MI  
Wick Road Enhancement Plan, Taylor, MI  
Kettering University Gateway Project, Flint, MI

# RECENT RELEVANT EXPERIENCE



**location:**  
cheboygan, mi

**client:**  
cheboygan dda

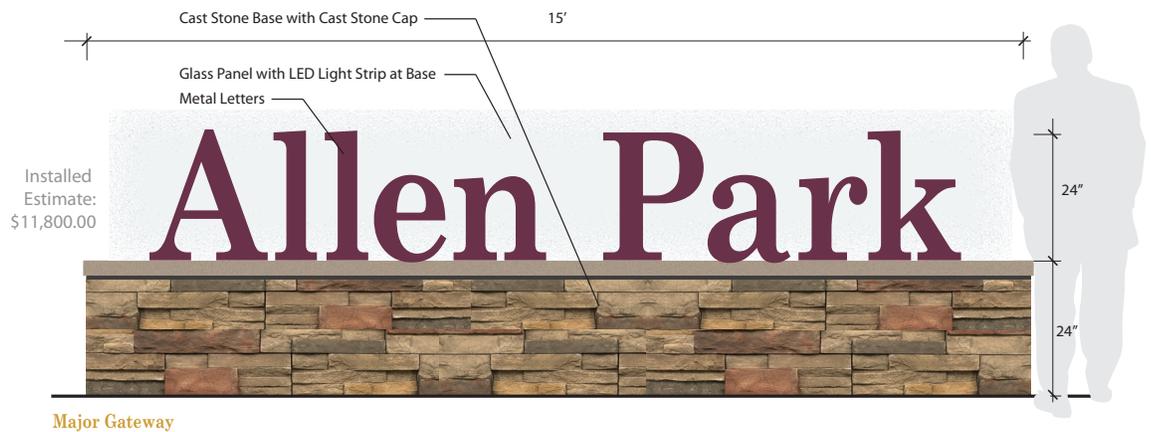
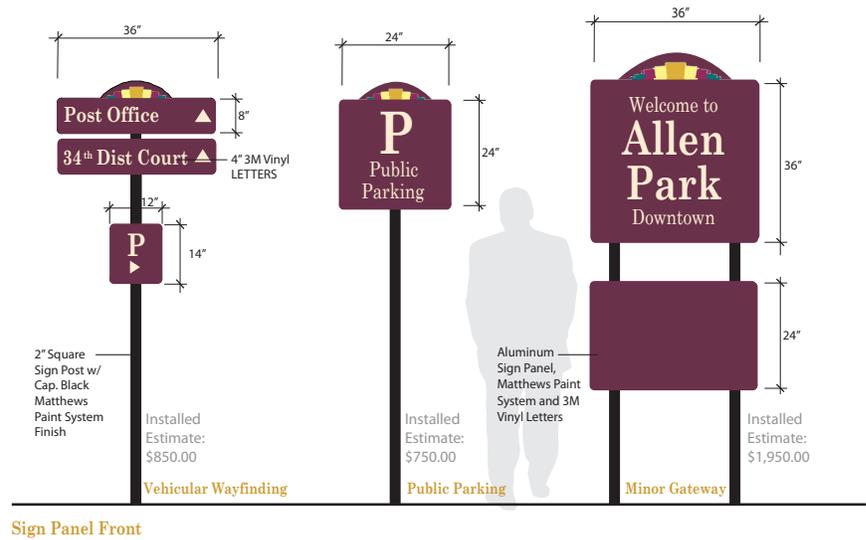
**scope:**  
analysis  
branding  
wayfinding design

**completion date:**  
2010

**LABpartner:**  
mckenna associates

Tasked to develop a coordinated wayfinding plan to connect downtown attractions with residential and recreational facilities on the other side of the river, work began with a comprehensive overview of routes, destinations and signage types.

Upon reaching consensus over points of interest and attractions the basis of the wayfinding plan was in place. Next, a series of design concepts for review with the DDA was developed. After selecting and refining a design concept for the wayfinding program specific sign designs and locations throughout the City were identified and sign contractors selected to complete the work.



**location:**  
allen park, mi

**client:**  
allen park dda

**scope:**  
analysis  
wayfinding design

**completion date:**  
2011

**LABpartner:**  
wade trim

When the Allen Park Downtown Development Authority saw the need to assist visitors to their community navigate the City and, perhaps more importantly, develop an updated image of the community at its gateways, the DDA worked with livingLAB staff.

Initially, and overall analysis of the Downtown area was completed to identify the existing signage, clarify the routes of travel for locals and visitors, and determine what destinations and points of interest would be included in the system.

Upon confirmation of the analysis, two unique systems were designed and presented to the DDA Board for discussion of pros and cons. Ultimately, a simple yet effective system was chosen that utilized readily available materials that could be installed in phases in a strategic approach.



**location:**  
green oak township, mi

**client:**  
quadrants

**scope:**  
logo design  
branding  
wayfinding

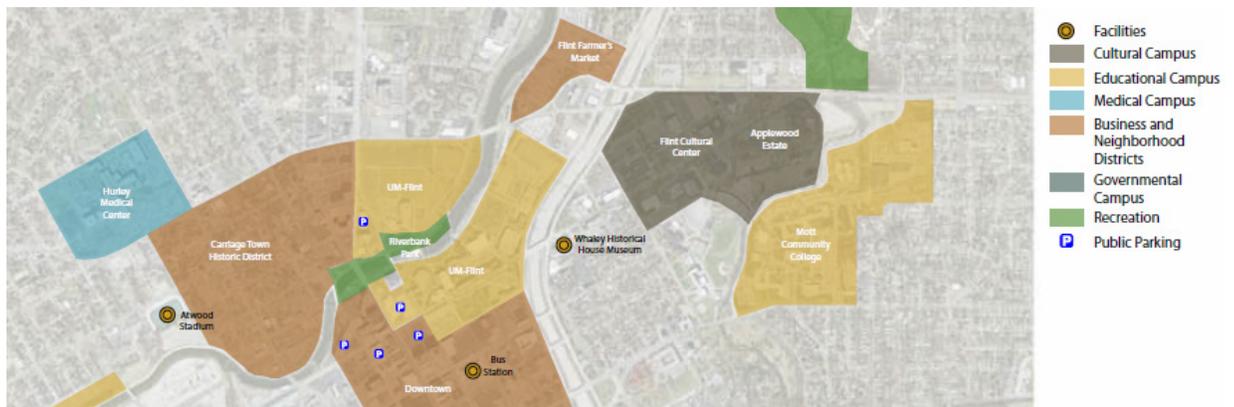
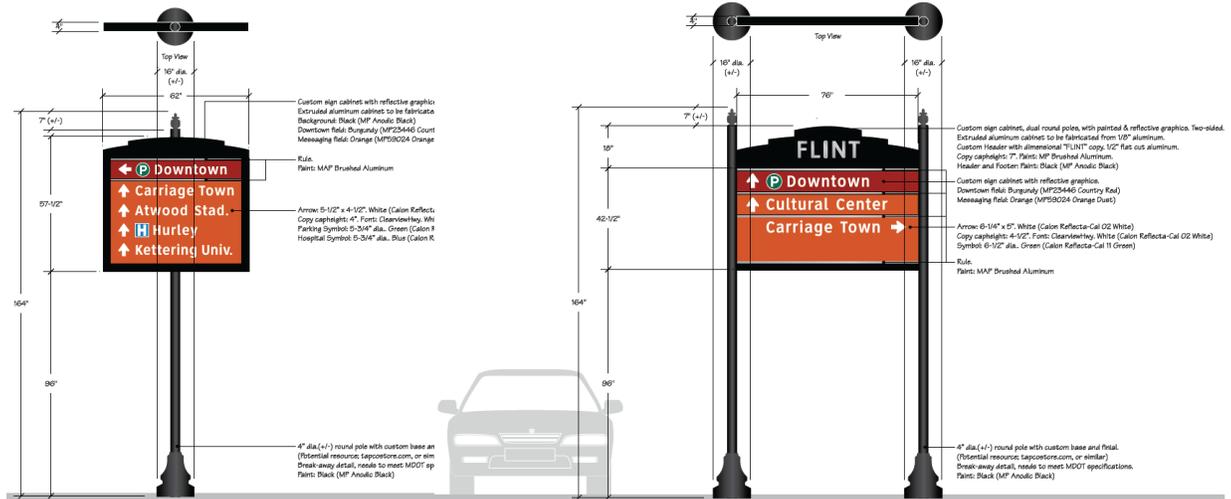
**completion date:**  
2009

**LABpartner:**  
mckenna associates

While developing site layout and landscape plans for the 550,000 square foot lifestyle center of Green Oak Village Place, livingLAB staff was asked to develop a logo and branding strategy to support the naturalized landscape and scenic environment where the lifestyle center was set.

Working directly with the developer, a stylized oakleaf was set as the logo for the development. This logo, along with the lush landscape, drove the development of a family of wayfinding signs, maps, banners and coordinated traffic control signs.

Additionally, the entire marketing campaign for the mall pickup up the oakleaf theme.



**location:**  
flint, mi

**client:**  
mott foundation

**scope:**  
analysis  
wayfinding design

**completion date:**  
2011

**LABpartner:**  
wade trim

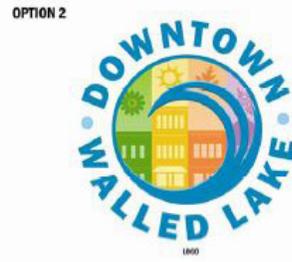
The approximately 9-month planning process was kicked-off in early 2011. The process began with stakeholder interviews to help identify concerns related to the current wayfinding system and needs of the future system. The team then prepared an assessment of existing conditions related to transportation, key destinations and existing signage within downtown Flint.

During a process that included several steering committee meetings, the team then worked on the development of a recommended system of sign types and locations, along with three alternative design concepts to be presented to the public for evaluation. Each of the three concepts featured differing aesthetic influences, including the historic Saginaw Street arch, traditional main street details and furnishing, and a contemporary arch concept.

The recommended sign system and alternative sign design concepts were then presented to the public at a well-attended public open house event where more than 100 written comments were received.

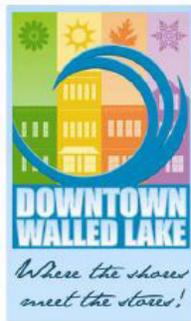


Options presented to the DDA for selection.

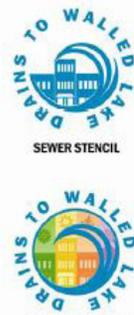


**Guidelines for Implementation**

In addition to the logos and slogan, the DDA was also presented with an array of implementation examples (guidelines for implementation) for the urban design elements supported by the grant funding. The DDA finalized their decision to move forward with Option One and brought a recommendation to City Council. Council approved the final concept and asked to immediately implement the banner signage downtown.



BANNER



SEWER STENCIL

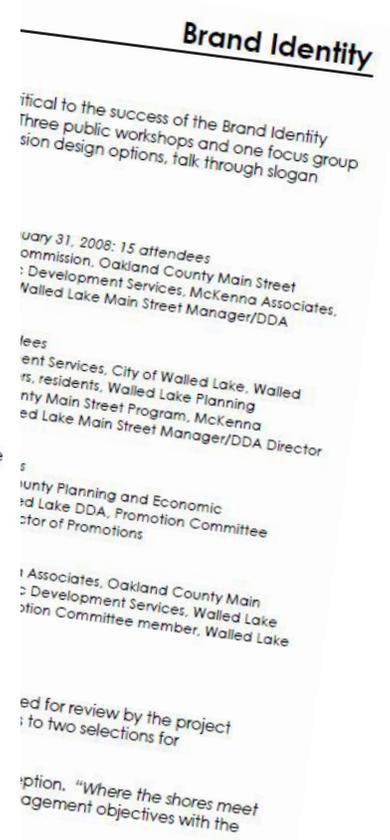


SEWER MEDALLION



MEDALLION

Implementation options presented to the DDA.



**Brand Identity**

critical to the success of the Brand Identity  
Three public workshops and one focus group  
design options, talk through slogan

January 31, 2008: 15 attendees  
Commission, Oakland County Main Street  
Development Services, McKenna Associates,  
Walled Lake Main Street Manager/DDA

Development Services, City of Walled Lake, Walled  
Lake residents, Walled Lake Planning  
Commission Main Street Program, McKenna  
Associates, Walled Lake Main Street Manager/DDA Director

County Planning and Economic  
Development, Walled Lake DDA, Promotion Committee  
Director of Promotions

McKenna Associates, Oakland County Main  
Street Development Services, Walled Lake  
Planning Commission member, Walled Lake

presented for review by the project  
committee to two selections for

implementation. "Where the shores meet  
management objectives with the

**location:**  
walled lake, mi

**client:**  
city of walled lake

**scope:**  
community input  
branding  
wayfinding design

**completion date:**  
2008

**LABpartner:**  
mckenna associates

Cool City by the Lake: Promoting the Connections between Walled Lake's Historic Downtown Lakefront and the Rouge River Watershed grant was awarded to the City of Walled Lake to study the opportunities for storm water best management practices, brand identity, and economic development in the Downtown by the Michigan Department of Environmental Quality's (MDEQ) Non-point Source Clean Michigan Initiative Clean Water Fund.

Critical to the success of the Brand Identity development for Downtown Walled Lake was strong community involvement and input. The final brand identity, including the logo and slogan, were unanimously supported by community boards and commissions, immediately implemented, and installed in the Downtown. Additional urban design elements such as benches, planters and trash receptacles are specified within the report and recommendations for future implementation of these design elements and associated plantings.



**location:**  
detroit, mi

**lead agency:**  
tour de troit

**scope:**  
site investigation  
community input  
conceptual plan  
cost estimate  
design guide  
pilot project

**completion date:**  
current

**client:**  
tour de troit

With the ever-expanding numbers of urban cyclists; and the growing number of greenways, routes, corridors and bike lanes; the Tour de Troit and the Detroit Greenways Coalition felt the time was right to spearhead bicycling wayfinding design guidelines that lead to a comprehensive city-wide system.

The goal of the project is to involve the already active cycling community; road agencies that will install and fund the signage; and folks that are, or will be, designing and installing bicycle facilities in a conversation about what the City needs and how to get it done. livingLAB is leading the design, engagement and coordination of the project with the 'end-game' being a template, accepted as standard by the City, that will outline the standard signage associated with named routes throughout the community.



**OUR BRAND**

This document is a guide to the brand communication style for the Springwells Village Neighborhood.

It explains what our brand stands for, how it's expressed, and how the creative elements fit together in all our communications.

The guide should be followed when commissioning, designing or delivering any kind of communications.

**MASTER LOGO**

Multi color  
Single color (Black & white)



**EXCLUSION ZONE AND SIZE**

The logo should always have breathing space. This can be determined by the height of the 'S'.

The minimum recommended size for the logo is 1 inch wide (150 pixels online). In exceptional circumstances when it has to be used below this size please remove the text. It should never be used below 0.5 inches wide (75 pixels online).



**IN APPLICATION**

When bringing all these elements together it is important to ensure your design is simple, allows text to breathe and keeps different images and type styles to a minimum.

Sticker



Banner



Signage



**COLOR PALETTE**

The use of color is an integral component in the creation of a memorable identity. Please use only the colors shown in the palette below. Note that the logo shall only be produced in the full color range, all black or all white.

Primary Springwells Village Colors

	pantone 7495C/362U C88 M6 Y89 K0 R90 C177 606
	pantone 3196/304U C41 M0 Y18 K0 R145 G213 B218
	pantone 158C/021U CM72 M6 K0 R043 G108 B08
	pantone 7409C/116U CM34 Y100 K0 M25 G177 B22
	pantone 604C/005U C30 M0 Y100 K0 R236 G222 B41

Accent Palette

These colors work well with the Primary Springwells Village Colors and allow for an expanded palette. The accent palette is good for use as background colors, headline type and graphic elements on Covers, Press Kits or Newsletters.

	pantone 7459C/632U CM1 M25 Y10 K1 R0 C150 B169
	pantone 690C/228U C50 M95 Y48 K38 R101 G29 B68
	pantone 375C/289U C40 M0 Y100 K0 R193 G249 B21

**location:**  
detroit, mi

**client:**  
urban neighborhoods initiative

**scope:**  
community input  
identity  
brand collateral

**completion date:**  
2013

A strong identity is one of the most valuable assets an organization owns. To make it truly powerful it needs to be supported in research and backed by the community. It needs to be applied consistently and designed to be utilized in a wide variety of formats.

When UNI contacted livingLAB for help in the public engagement, visioning, identity development and brand collateral application they sought to work with a group of young, energized and engaged folks. They needed assistance and direction but hoped to tap the varied artists and designers in the community to truly represent the neighborhood in the final design. livingLAB defined the process, engaged the neighborhood and worked with local artists and graphic designers to shape the final logo and slogan. We then developed a detailed style guide to ensure consistent application.



**location:**  
taylor, mi

**client:**  
city of taylor

**scope:**  
existing signage analysis  
wayfinding plan  
preliminary signage concepts

**completion date:**  
2007

**LABpartner:**  
wade trim

Working with livingLAB staff, the City of Taylor desired to welcome visitors and to assist them with navigating the City. Additionally, an updated image of the community at its gateways was desired.

An analysis of the City's existing signage was completed and preferred routes of travel were identified for locals and visitors.

Drawing from recently completed municipal signage projects and the newly adopted Design Guidelines, a pattern language of signs was developed. Each sign was designed to convey meaning and information at the appropriate scale, transitioning from vehicular gateways to more detailed pedestrian wayfinding.



## VILLAGE OF SISTER BAY BOARD REPORT

For additional information: <http://www.sisterbaywi.info>

Meeting Date: 01/27/15  
Item No. 4

**Recommendation:** that the Board conditionally accepts the recommendation of staff and adopt the contract amendment from Donohue and Associates in the Amount of \$13,900 for “oversight” of Utilities work on Bay Shore Dr.

**Background:** According to Section 8H of the State-Municipal Agreement, entered into between the Village and DOT in December the Village has a number of responsibilities. Of them, section 8h addresses the rerouting of Village Water and Wastewater near Gateway Park. Language Below:

Provide complete plans, specifications, and estimates for sanitary sewer and water main work. The Municipality assumes full responsibility for the design, installation, inspection, testing, and operation of the sanitary sewer and water system. This relieves the State and all of its employees from the liability for all suits, actions, or claims resulting from the sanitary sewer and water system construction. The State will provide inspection for the trenching and backfill operations related to these system installations. The Municipality will be responsible for all layout, staking, system testing, and other oversight of the specific sanitary sewer and water system construction. The Municipality shall coordinate with the State and provide necessary documentation for the project records.

While the State will contract for the work, the Village Utility still has a number of technical and financial responsibilities associated with this portion of the Bay Shore Dr. Project. With some minor wording changes, Staff believes this contract amendment will satisfy the requirements of the SMA. Staking will be contracted separately.

### **Fiscal Impact**

The Village Utility has not budgeted for this work, as no estimates were available in the budgeting process. Staff and engineers now estimate this portion of work will cost between \$120,000 and \$150,000. This will be a Utility expense, and cash is available for this work.

Respectfully submitted,

Zeke Jackson  
Village Administrator



AMENDMENT NO. 3 to  
ENGINEERING SERVICES AGREEMENT  
Bay Shore Drive Utility and Roadway Improvements (Project)  
Executed May 19, 2011

This Amendment is by and between:

Village of Sister Bay (Owner)  
2383 Maple Drive  
PO Box 769  
Sister Bay, WI 54234

and

Donohue & Associates, Inc. (Donohue)  
3311 Weeden Creek Road  
Sheboygan, WI 53081

Who agree to amend the original Agreement, as follows:

#### BACKGROUND

Donohue prepared plans and specifications for sanitary sewer and water main construction along Highway 57 and Gateway Drive in Sister Bay. The plans and specifications were incorporated into the roadway plans and special provisions for the Wisconsin Department of Transportation (WisDOT) reconstruction project. WisDOT will bid the project under their contract and bidding procedures. This contract amendment covers Donohue's general administration services during the construction of the sanitary sewer and water main.

For the utility construction, Donohue will coordinate schedules with WisDOT after they have executed contract documents. For budgeting, it is anticipated that the utility work will be completed over two consecutive weeks in mid to late July or early August 2015.

#### PART I – B. SCOPE OF SERVICES

The services have been modified to include the following additional activities:

General Administration of sanitary sewer and water main construction contract

1. Attend pre-construction conference prior to commencement of work at the Project site. WisDOT will send meeting invitations and agenda, conduct the meeting, prepare and distribute minutes. We anticipate that this meeting will be held in WisDOT's Green Bay office.
2. Visits to site and observation of construction. Donohue will provide up to two weeks of 'on-site' observation (90 hours) to document as an experienced and qualified design professional the progress and quality of the Work. Based on information obtained during such visits and such observations, Donohue will determine in general if the Contractor's work is proceeding in accordance with the contract documents, and Donohue shall keep Owner and WisDOT informed of the progress of the work. For this project budget, it is assumed that full time observation will be necessary during the installation of the utilities.

3. Recommend to Owner that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Donohue believes that such work will not produce a completed project that conforms generally to the contract documents or that it will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the contract documents.
4. Issue necessary clarifications and interpretations of the contract documents as appropriate to the orderly completion of contractor's work. Donohue will notify Owner and WisDOT when minor variations from the requirements of the contract documents.
5. Recommend change orders and work change directives to Owner and WisDOT. Owner will work with WisDOT to prepare change orders and work change directives as required.
6. Forward shop drawings to the design Donohue team for their review and approval. The designers will review shop drawings for conformance with the information given in the contract documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the contract documents.
7. Forward to designer for evaluation and determination of the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
8. Review Contractor's applications for payment and accompanying supporting documentation. Such recommendations of payment will be in writing and will constitute Donohue's representation to Owner, based on such observations and review, which, to the best of Donohue's knowledge, information and belief, that Contractor's work has progressed to the point indicated and the quality of such work is generally in accordance with the contract documents.
9. Receive and review maintenance and operating instructions, schedules, and guarantees. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the contract documents, certificates of inspection, tests and approvals, shop drawings, samples and the annotated record documents which are to be assembled by Contractor in accordance with the contract documents to obtain final payment.
10. Promptly after notice from Contractor that the Contractor considers the entire work ready for its intended use, in company with Owner and Contractor, conduct an inspection to determine if the work is substantially complete. The Donohue shall prepare a list of any observed deficiencies during the inspection.
11. Conduct a final inspection to determine if the completed work of the contractor is acceptable so that Donohue may recommend, in writing, final payment.
12. Receive and review annotated record documents, which are to be assembled by the contractor in accordance with the contract documents to obtain final payment. Prepare record drawings showing appropriate record information based on the Project annotated record documents received from the Contractor. The completed record drawing deliverables shall include one 11' x 17" printed-paper set of sanitary / water main plans, and one CD containing the pdf images. Electronic copies of the record drawings will be provided to WisDOT staff.

### PART III – A. COMPENSATION

Compensation for the services set forth in Part I shall be increased \$17,450 according to the following budget breakdown, resulting in a revised total contract amount of \$340,330 (original Agreement, Amendment 1-3).

Budget

Onsite observation including 10 hours for follow up and final items	100 hours at \$110 per hour Per diem 10 days (\$2250)*	\$13,350
General administration including pre-construction meeting	20 hours at \$145 per hour plus mileage	\$3,300
Record documents	8 hours at \$110 per hour	\$800
TOTAL		\$17,450

\*Per diem during construction assumes that we can secure a room at \$120 per night. Given that construction will proceed at the height of tourism season, we will work with you to make necessary adjustments if we cannot find a room at that rate.

The total contracted compensation does not include the per diem costs for additional meetings and additional design services that have been previously authorized and billed based on actual time and expenses and detailed on invoices, and paid by the Village of Sister Bay.

APPROVED FOR OWNER

APPROVED FOR DONOHUE

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: David Froh, PE

Title: \_\_\_\_\_

Title: Vice President

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

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



## Village of Sister Bay BOARD REPORT

**Meeting Date:** 01/27/2014

**Item No.:** 5

**Recommendation:** Consider a motion to .schedule the 2015 Open Book and Board of Review dates.

Open Book – May 28 from 2:30 – 4:30

Board of Review – June 16 at 5pm.

**Recommendation: Background:** Amy Zacharias, from Action Appraisers, has requested that the Board consider setting a date for the 2015 Board of Review. They would like to get an early start on scheduling so that they know how much time to set aside for the necessary fieldwork for the BOR.

**Fiscal Impact:** none

Respectfully submitted,

Zeke Jackson  
Village Administrator

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
10005	ACTION ELECTRIC INC	29000	locate underground cable - Spts complex	12/31/2014	90.00	90.00	01/22/2015
			maintenance - Sports Complex		64.16	64.16	01/22/2015
			maintenance - parks building		555.92	555.92	01/22/2015
			maintenance - Administration Bldg		68.44	68.44	01/22/2015
			maintenance - info booth		9.32	9.32	01/22/2015
			maintenance - Village Hall		63.94	63.94	01/22/2015
	Total 10005				851.78	851.78	
10007	ACTION APPRAISERS INC	1380	Assessor	01/02/2015	2,875.00	2,875.00	01/08/2015
	Total 10007				2,875.00	2,875.00	
10110	AFLAC	349510	Employee-funded premium	01/12/2015	199.20	199.20	01/15/2015
	Total 10110				199.20	199.20	
10214	SCOTT BAKER	QTR4-14	Reimb - mileage	12/31/2014	127.68	127.68	12/31/2014
	Total 10214				127.68	127.68	
10215	JAKE BASTIAN	11415	Reimb for face mask	01/14/2015	25.32	25.32	01/15/2015
	Total 10215				25.32	25.32	
10219	BAY SURVEYING LLC	2490	Old Ball Field Sale	12/26/2014	205.00	205.00	12/31/2014
	Total 10219				205.00	205.00	
12205	JOSEPH BALDAROTTA	115	reimb supplies	01/13/2015	76.17	76.17	01/15/2015
			reimb food for resale		194.14	194.14	01/15/2015
			reimb for equip to rent		249.72	249.72	01/15/2015
			reimb food for resale		20.60	20.60	01/15/2015
			reimb pucks for resale		272.00	272.00	01/15/2015
	Total 12205				812.63	812.63	
12225	NATHAN BELL	QTR4-14	Plan Commission compensation	12/31/2014	40.00	40.00	12/31/2014
	Total 12225				40.00	40.00	
12228	BLUE TARP FINANCIAL INC	32251500	Village - pump	01/18/2015	94.99		
	Total 12228				94.99	.00	
13260	BHIRDO'S BY THE BAY	16586	Village gas -	12/31/2014	257.31	257.31	01/15/2015
	Total 13260				257.31	257.31	
13499	BRUCE MUNICIPAL EQUIP	5150230	Repair parts - trackless	12/12/2014	275.13	275.13	01/08/2015
	Total 13499				275.13	275.13	
13505	BURKART-HEISDORF INS INC	245712	Boiler + Machinery - Village	01/01/2015	614.33	614.33	01/15/2015
			Boiler + Machinery - Marina		307.17	307.17	01/15/2015
			Boiler + Machinery - Utilities		1,827.65	1,827.65	01/15/2015
			Boiler + Machinery - Utilities		2,715.36	2,715.36	01/15/2015
			Boiler + Machinery - Utilities		678.84	678.84	01/15/2015
			Property - Village		3,246.56	3,246.56	01/15/2015

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
			Property - Library		327.70	327.70	01/15/2015
			Property - Marina		6,002.61	6,002.61	01/15/2015
			Property - Utilities		116.59	116.59	01/15/2015
			Property - Utilities		2,873.69	2,873.69	01/15/2015
			Property - Utilities		177.50	177.50	01/15/2015
			General Liability - Village		1,273.17	1,273.17	01/15/2015
			General Liability - Marina		314.41	314.41	01/15/2015
			General Liability - Ice Rink		59.89	59.89	01/15/2015
			General Liability - Utilities		287.36	287.36	01/15/2015
			General Liability - Utilities		426.94	426.94	01/15/2015
			General Liability - Utilities		544.23	544.23	01/15/2015
			Auto - Village		668.50	668.50	01/15/2015
			Auto - TKH		133.70	133.70	01/15/2015
			Auto - Utilities		56.98	56.98	01/15/2015
			Auto - Utilities		456.67	456.67	01/15/2015
			Auto - Utilities		21.16	21.16	01/15/2015
			Crime - Village		171.11	171.11	01/15/2015
			Crime - Marina		54.44	54.44	01/15/2015
			Crime - Ice Rink		11.67	11.67	01/15/2015
			Crime - Utilities		27.22	27.22	01/15/2015
			Crime - Utilities		40.44	40.44	01/15/2015
			Crime - Utilities		10.11	10.11	01/15/2015
			W/C - Board		10.07	10.07	01/15/2015
			W/C - Admin		62.18	62.18	01/15/2015
			W/C - Parks/Rec		3,209.92	3,209.92	01/15/2015
			W/C - Marina		1,267.96	1,267.96	01/15/2015
			W/C - Ice Rink		178.48	178.48	01/15/2015
			W/C - Utilities - Water		820.02	820.02	01/15/2015
			W/C - Utilities - Wastewater		2,001.09	2,001.09	01/15/2015
			W/C - Utilities - Collection		500.28	500.28	01/15/2015
			<b>Total 13505</b>		<b>31,496.00</b>	<b>31,496.00</b>	
14309	CARDMEMBER SERVICE	0248	Phone charger	12/12/2014	10.30	10.30	01/08/2015
		2786	Postage	12/08/2014	15.85	15.85	01/08/2015
		3710	Fireworks	12/08/2014	1,567.96	1,567.96	01/08/2015
		6208	Marketing meeting	12/02/2014	7.07	7.07	01/08/2015
		7192	Postage - Marina	11/20/2014	38.92	38.92	01/08/2015
			Postage - TKH		10.08	10.08	01/08/2015
			<b>Total 14309</b>		<b>1,650.18</b>	<b>1,650.18</b>	
14310	CAPTAIN COMMODOES INC	24803	Commode rental - Dog Park	12/26/2014	75.00	75.00	01/15/2015
			<b>Total 14310</b>		<b>75.00</b>	<b>75.00</b>	
17501	CHARTER COMMUNICATIONS	JAN15	internet - Admin Bldg	01/01/2015	149.99	149.99	01/08/2015
		JAN15BH	Boathouse - charter TV	01/08/2015	69.15	69.15	01/22/2015
			<b>Total 17501</b>		<b>219.14</b>	<b>219.14</b>	
17506	CELLCOM	924514	Cell phone - Administrator	01/05/2015	54.38	54.38	01/22/2015
			Cellphone - Marina manager		44.39	44.39	01/22/2015
			Cell phone - Maintenance employees		134.72	134.72	01/22/2015
			<b>Total 17506</b>		<b>233.49</b>	<b>233.49</b>	
17519	COUNTRY WALK BP-AMOCO	1154	Village gas -	12/31/2014	46.00		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 17519					46.00	.00	
17521	JOANNE CLOVE	QTR4-14	Admin/Comp	12/31/2014	240.00	240.00	12/31/2014
Total 17521					240.00	240.00	
17526	CUMMINS NPOWER LLC	802-12866	Generator maintenance - FS	01/12/2015	522.00	522.00	01/22/2015
Total 17526					522.00	522.00	
20005	SHARON DOERSCHING	QTR4-14	Parks Committee compensation	12/31/2014	80.00	80.00	12/31/2014
		QTR4A	Parks Committee compensation	12/31/2014	40.00	40.00	01/08/2015
Total 20005					120.00	120.00	
20436	DIMENSION IV INC	5621214	Sister Bay Pavilion	12/30/2014	8,872.95	8,872.95	01/22/2015
Total 20436					8,872.95	8,872.95	
20450	DOOR COUNTY TREASURER	JAN15	January Settlement - State	01/05/2015	25,861.73	25,861.73	01/13/2015
			January Settlement - County		576,561.65	576,561.65	01/13/2015
Total 20450					602,423.38	602,423.38	
20452	DOOR COUNTY IT DEPT	40010322	Admin Fee	12/31/2014	.58	.58	01/22/2015
			Back -up issues		14.04	14.04	01/22/2015
Total 20452					14.62	14.62	
20459	DOOR CTY SOIL & WATER CONSV DE	2015	Invasive Species Program	01/01/2015	1,000.00	1,000.00	01/08/2015
Total 20459					1,000.00	1,000.00	
20462	DOOR COUNTY HUMANE SOCIETY	2015	Support	01/05/2015	1,000.00	1,000.00	01/08/2015
Total 20462					1,000.00	1,000.00	
20474	DOOR COUNTY DAILY NEWS.COM	1779	Spot ads:7/31,8/31,12/31	12/31/2014	591.07	591.07	01/22/2015
Total 20474					591.07	591.07	
20504	EMPLOYER SERVICES LLC	E3472	Claims Management - HRA	01/15/2015	450.00	450.00	01/22/2015
			Health Insurance Policies		850.15	850.15	01/22/2015
		E3472F	Claims Management - HRA	01/15/2015	3,300.00	3,300.00	01/22/2015
			Health Insurance Policies		12,001.02	12,001.02	01/22/2015
Total 20504					16,601.17	16,601.17	
20505	EMPLOYEE BENEFITS CORP.	1126841	Dependent Care - FSA	12/30/2014	375.00	375.00	12/31/2014
			Health Care FSA		294.00	294.00	12/31/2014
		1127984	HRA Plan Amendment	01/02/2015	35.77	35.77	01/08/2015
			HRA Plan Amendment		47.69	47.69	01/08/2015
			HRA Plan Amendment		11.92	11.92	01/08/2015
			HRA Plan Amendment		20.87	20.87	01/08/2015
			HRA Plan Amendment		31.00	31.00	01/08/2015
			HRA Plan Amendment		7.75	7.75	01/08/2015
		1132080	Dependent Care - FSA	01/09/2015	375.00	375.00	01/15/2015
			Health Care FSA		294.00	294.00	01/15/2015

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
		1138391	Benny Fee	01/15/2015	2.25	2.25	01/22/2015
			FSA fee		50.00	50.00	01/22/2015
	Total 20505				1,545.25	1,545.25	
20511	JOSEPH FELHOFER	123014	Reimb uniform allowance	12/30/2014	60.86	60.86	01/08/2015
	Total 20511				60.86	60.86	
20512	EFTPS - ONLINE 941 PAYMENT	PR0103150	PRINT PAPER CHECK TO UPDATE GL /	01/09/2015	3,336.80	3,336.80	01/09/2015
			PRINT PAPER CHECK TO UPDATE GL /		780.38	780.38	01/09/2015
			PRINT PAPER CHECK TO UPDATE GL /		2,512.84	2,512.84	01/09/2015
		PR0117150	PRINT PAPER CHECK TO UPDATE GL /	01/22/2015	3,272.24	3,272.24	01/23/2015
			PRINT PAPER CHECK TO UPDATE GL /		765.34	765.34	01/23/2015
			PRINT PAPER CHECK TO UPDATE GL /		2,430.18	2,430.18	01/23/2015
		PR1229140	PRINT PAPER CHECK TO UPDATE GL /	12/30/2014	917.60	917.60	12/30/2014
			PRINT PAPER CHECK TO UPDATE GL /		214.60	214.60	12/30/2014
			PRINT PAPER CHECK TO UPDATE GL /		19.75	19.75	12/30/2014
	Total 20512				14,249.73	14,249.73	
20515	FERRELL GAS	1085032376	propane fire station	11/26/2014	1,312.49	1,312.49	01/08/2015
		1085228904	Maintenance Bldg	12/10/2014	782.37	782.37	01/08/2015
		1085372700	propane fire station	12/17/2014	2,635.81	2,635.81	01/08/2015
	Total 20515				4,730.67	4,730.67	
20599	EVENSON LAUNDRY INC	686895	Entrance mats - Admin Bldg	12/04/2014	28.00	28.00	01/15/2015
			Entrance mats - Fire Station		72.00	72.00	01/15/2015
	Total 20599				100.00	100.00	
30609	FASTENAL	WISTU89683	Christmas decorations	12/24/2014	146.25	146.25	01/15/2015
			Gloves		50.64	50.64	01/15/2015
	Total 30609				196.89	196.89	
30701	FRONTIER	JN14SPTSCPLX	Sports Cplx phone	01/01/2015	41.13	41.13	01/08/2015
		JAN15ADMIN	Admin Bldg phone	01/01/2015	175.61	175.61	01/08/2015
		JAN15M	Marina phone	01/07/2015	50.13	50.13	01/22/2015
	Total 30701				266.87	266.87	
30704	GANNETT WI NEWSPAPERS	8602277	Legal notices - Village	12/28/2014	55.56	55.56	01/15/2015
	Total 30704				55.56	55.56	
30725	GIBRALTAR AREA SCHOOLS	JAN15	Tax Settlement -	01/05/2015	438,693.15	438,693.15	01/13/2015
	Total 30725				438,693.15	438,693.15	
30727	PAIGE FUNKHOUSER	QTR4-14	Marketing	12/31/2014	80.00	80.00	12/31/2014
	Total 30727				80.00	80.00	
30750	GOING CO INC	123997-1214	recycle - Village	12/31/2014	634.28	634.28	01/15/2015
			garbage - Village		7,730.73	7,730.73	01/15/2015
		325803-1214	recycling - Fire Station	12/31/2014	52.05	52.05	01/15/2015

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 30750					8,417.06	8,417.06	
30751	GREAT-WEST	PR0103150	Great West Deferred Comp. DEFERRED	01/09/2015	1,143.64	1,143.64	01/09/2015
			Great West Deferred Comp. EMPLOYER		336.80	336.80	01/09/2015
		PR0117150	Great West Deferred Comp. DEFERRED	01/22/2015	1,152.76	1,152.76	01/23/2015
			Great West Deferred Comp. EMPLOYER		336.80	336.80	01/23/2015
Total 30751					2,970.00	2,970.00	
30756	MARGE GRUTZMACHER	QTR4-14	Plan Commission compensation	12/31/2014	80.00	80.00	12/31/2014
Total 30756					80.00	80.00	
31818	JIM HIRSCHMILLER	121314	reimb ice scraper	12/31/2014	9.99	9.99	01/15/2015
Total 31818					9.99	9.99	
31825	HOLIDAY WHOLESALE	7230230	TKH concession supplies	01/06/2015	482.94	482.94	01/22/2015
Total 31825					482.94	482.94	
34858	DON HOWARD	QTR4-14	Plan Commission compensation	12/31/2014	120.00	120.00	12/31/2014
Total 34858					120.00	120.00	
40956	INNOVATIVE PRINTING LLC	18964	Fliers/rackcards	01/01/2015	45.00	45.00	01/15/2015
Total 40956					45.00	45.00	
40963	INSPECTION SPECIALIST LLC	DEC14	Building Inspection	12/31/2014	1,664.10	1,664.10	01/15/2015
Total 40963					1,664.10	1,664.10	
41001	MATTHEW JACKSON	12015	Meeting mileage	01/12/2015	46.46	46.46	01/22/2015
		123114	Reimb for Marina Charter cable	12/31/2014	1,662.48	1,662.48	01/22/2015
Total 41001					1,708.94	1,708.94	
41011	JIM'S GOLF CARS	56507	Marina - golf car maintenance	01/15/2015	21.78		
			Village - golf car maintenance		7.26		
Total 41011					29.04	.00	
41090	JUNGWIRTH'S ACE HARDWARE	2294-1214	Maintenance - Post Office	12/31/2014	6.99	6.99	01/22/2015
			supplies - Custodial		55.69	55.69	01/22/2015
			supplies - Shop supplies		73.03	73.03	01/22/2015
			supplies - Memorial bench		6.98	6.98	01/22/2015
			Maintenance - Signs		34.99	34.99	01/22/2015
			Christmas decorations		82.21	82.21	01/22/2015
			Maintenance - Parks bldgs		35.92	35.92	01/22/2015
			Maintenance - Vehicle		8.28	8.28	01/22/2015
			Broomball		22.98	22.98	01/22/2015
Total 41090					327.07	327.07	
41103	KANSAS CITY LIFE	21018-115A	Disability Insurance	01/12/2015	54.60	54.60	01/22/2015
		21018-215	Disability Insurance	01/12/2015	451.08	451.08	01/22/2015

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Armt	Amount Paid	Date PD
Total 41103					505.68	505.68	
41131	KURT KNUDSON HEATING & AC	1445	heating units repairs - Firestation	01/12/2015	240.00	240.00	01/22/2015
Total 41131					240.00	240.00	
41137	ROBERT KUFRIN	113014	Consultant fees - Admin.	11/30/2014	455.00	455.00	01/15/2015
Total 41137					455.00	455.00	
41205	LAMPERT'S LUMBER	20335934	Maintenance - Shop Bldg	12/04/2014	105.02	105.02	01/08/2015
		20336186	MInor Equipment	12/09/2014	299.00	299.00	01/08/2015
Total 41205					404.02	404.02	
41210	LEAGUE OF WI MUNICIPALITIES	2015	Membership dues	01/01/2015	1,277.13	1,277.13	01/08/2015
Total 41210					1,277.13	1,277.13	
41313	J MAUEL & ASSOC	DOG15	Dog Licensing Program	01/02/2015	200.00	200.00	01/15/2015
Total 41313					200.00	200.00	
41314	MASTERCRAFT WELDING LTD	47759	Dog Park Signs	01/15/2015	35.00 50.00		
Total 41314					85.00	.00	
41316	MARCO INC	DEC-14	Public copies	12/31/2014	20.86	20.86	01/15/2015
			General copies		457.12	457.12	01/15/2015
			Marina copies		5.82	5.82	01/15/2015
			Utilities' copies		25.57	25.57	01/15/2015
			Utilities' copies		38.00	38.00	01/15/2015
			Utilities' copies		9.50	9.50	01/15/2015
			Fax		26.54	26.54	01/15/2015
Total 41316					583.41	583.41	
41319	MAY'S SPORT CTR	112990	Toro lawnmower - oil filters	12/23/2014	80.50	80.50	01/15/2015
			Toro lawnmower - blades		47.85	47.85	01/15/2015
		113085	Oil/Oil filters lawnmowers	12/22/2014	178.70	178.70	01/15/2015
Total 41319					307.05	307.05	
51330	MINNESOTA LIFE	FEB15	Life Insurance -	01/05/2015	360.11	360.11	01/15/2015
Total 51330					360.11	360.11	
51401	JULIANA NEUMAN	FEB2-15	Reimb United Healthcare	01/16/2015	170.48	170.48	01/22/2015
			Reimb AARP RX Plan		51.20	51.20	01/22/2015
		JAN1-15	Reimb Medicare monthly premium	01/16/2015	104.90	104.90	01/22/2015
Total 51401					326.58	326.58	
51406	NWTC DISTRICT	JAN15	January Settlement - NWTC	01/05/2015	118,543.97	118,543.97	01/13/2015

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 51406					118,543.97	118,543.97	
61546	OLSON TRAILER & BODY	R61290	2005 Chev, Truck Lift Repair	12/22/2014	197.84	197.84	01/08/2015
Total 61546					197.84	197.84	
61547	ORKIN PEST CONTROL INC	8635301	carpenter ants - Info Booth	12/16/2014	80.96	80.96	12/31/2014
Total 61547					80.96	80.96	
61614	PENINSULA PULSE	7906	New Year's Eve ad	12/31/2014	389.50	389.50	01/15/2015
Total 61614					389.50	389.50	
61618	PENINSULA PACERS LLC	78	Broomballs	01/06/2015	100.00	100.00	01/15/2015
Total 61618					100.00	100.00	
61630	PIGGLY WIGGLY	114842	Poppin New Year's Eve	12/30/2014	32.57	32.57	01/22/2015
		216364	supplies - staff party	12/17/2014	9.53	9.53	01/22/2015
Total 61630					42.10	42.10	
61637	PITNEY BOWES	11515	Postage for Meter	01/15/2015	200.00	200.00	01/22/2015
		1300948-DC14	Term Rental - Village	12/31/2014	78.47	78.47	01/08/2015
			Term Rental - Marina		6.87	6.87	01/08/2015
			Term Rental - TKH		45.51	45.51	01/08/2015
			Term Rental - Utilities		5.99	5.99	01/08/2015
			Term Rental - Utilities		7.00	7.00	01/08/2015
			Term Rental - Utilities		1.75	1.75	01/08/2015
		1439-1214	Purchase Power - Park Passes	12/17/2014	440.00	440.00	12/31/2014
			Purchase Power - Park Passes		29.98	29.98	12/31/2014
Total 61637					815.57	815.57	
61640	QUALITY STATE OIL	918977	Fuel Oil - Village Hall	01/05/2015	708.69	708.69	01/15/2015
		918979	Fuel Oil - Old Fire Station	01/05/2015	767.52	767.52	01/15/2015
Total 61640					1,476.21	1,476.21	
61809	KEVIN ROBERTS	QTR4-14	Marina Committee	12/31/2014	80.00	80.00	12/31/2014
Total 61809					80.00	80.00	
71909	SIGNATURE THREADS	1444	Embroider Employee Shirts	12/28/2014	130.00	130.00	01/22/2015
			Uniforms - Village		172.20	172.20	01/22/2015
Total 71909					302.20	302.20	
71910	SERVICE MOTOR CO INC	CS06142	Kubota parts	12/10/2014	214.39	214.39	01/15/2015
Total 71910					214.39	214.39	
71914	SHOPKO STORES LLC	1027	TKH - decorations	12/30/2014	3.49	3.49	01/15/2015
			Office supplies Marina		5.98	5.98	01/15/2015

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 71914					9.47	9.47	
71920	SISTER BAY ADVANCEMENT	REF FF 14	Oct Sheriff Service	12/31/2014	384.30	384.30	01/16/2015
Total 71920					384.30	384.30	
71921	SISTER BAY HISTORICAL SOCIETY	2015	Support	01/05/2015	5,000.00	5,000.00	01/08/2015
Total 71921					5,000.00	5,000.00	
71925	SISTER BAY AUTO	68253	parts/supplies	12/09/2014	104.30	104.30	01/08/2015
		68256	spark plug	12/09/2014	5.08	5.08	01/08/2015
		68258	1997 Ford F350 repair	12/10/2014	47.12	47.12	01/08/2015
		68266	2000 Ford F350 - maintenance	12/10/2014	55.03	55.03	01/08/2015
		68268	Village - gas/oil	12/12/2014	29.94	29.94	01/08/2015
		68272	1994 Chevy S10 - maintenance	12/10/2014	46.14	46.14	01/08/2015
		68277	2011 Ford Ranger Pickup	12/10/2014	48.69	48.69	01/08/2015
		68291	2005 Chevy - maintenance	12/11/2014	71.64	71.64	01/08/2015
		68322	spark plug	12/16/2014	5.52	5.52	01/08/2015
		68356	trailer tires + mount & balance	12/24/2014	491.92	491.92	01/08/2015
		68366	2000 Ford F350 - maintenance	12/19/2014	299.09	299.09	01/08/2015
Total 71925					1,204.47	1,204.47	
71926	SISTER BAY SEWER & WATER	JAN15	Specials - Jan Settlement	01/04/2015	1,100.48	1,100.48	01/15/2015
Total 71926					1,100.48	1,100.48	
71927	SISTER BAY/LIBERTY GROVE FIRE	865375190	Reimb parts from Grainger	12/31/2014	310.68	310.68	01/15/2015
		QTR 1 2015	Support	01/07/2015	28,830.25	28,830.25	01/08/2015
Total 71927					29,140.93	29,140.93	
71982	CHRISTY SULLY	115	Reimb Notary App Fee	01/07/2015	20.00	20.00	01/08/2015
Total 71982					20.00	20.00	
72029	TOWN OF SEVASTOPOL	2015-01	video recording - board meeting	12/31/2014	225.00	225.00	01/22/2015
Total 72029					225.00	225.00	
72056	UBS FINANCIAL	LOSA2014	LOSA -	12/31/2014	6,890.48	6,890.48	01/22/2015
Total 72056					6,890.48	6,890.48	
73006	VOEKS PLUMBING	9778	Install water softener at Fire Station	12/31/2014	5,634.00		
Total 73006					5,634.00	.00	
80009	RADIO WDOR	145712112	Poppin' New Years Eve	12/31/2014	235.00	235.00	01/15/2015
Total 80009					235.00	235.00	
80018	WI MUNICIPAL CLERKS ASSOC	WMCA15	Dues - Janal	01/02/2015	65.00	65.00	01/15/2015
		WMCA-15	Dues - Christy	01/09/2015	65.00	65.00	01/15/2015

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 80018					130.00	130.00	
80028	WACVB/WI	GCOT-134	Gov.'s Conference on Tourism	01/16/2015	225.00		
Total 80028					225.00	.00	
82350	WI PUBLIC SERVICE	DEC14	Street Lights	12/31/2014	2,285.47	2,285.47	01/08/2015
			Old School		16.51	16.51	01/08/2015
			Fire Station		1,166.28	1,166.28	01/08/2015
			Parks Lights		90.84	90.84	01/08/2015
			Sports Complex		502.44	502.44	01/08/2015
			Dock		684.00	684.00	01/08/2015
			J Dock		152.13	152.13	01/08/2015
			Boathouse		14.14	14.14	01/08/2015
			Old Fire Station		171.66	171.66	01/08/2015
			Swale Pump		34.13	34.13	01/08/2015
			Admin Bldg		631.47	631.47	01/08/2015
			Village Hall		359.46	359.46	01/08/2015
			Bike Trail Lights		101.10	101.10	01/08/2015
			Bike Trail Lights		125.40	125.40	01/08/2015
Total 82350					6,335.03	6,335.03	
90107	NORA ZACEK	QTR4-14	Reimb mileage	12/31/2014	44.80	44.80	12/31/2014
Total 90107					44.80	44.80	
99997	WEST BEND MUTUAL INS	2275516	Sully - Notary Bond	01/01/2015	65.00	65.00	01/08/2015
Total 99997					65.00	65.00	
99998	ONE TIME VENDOR	JORCTYBREW	Refund - Overpay of broomball sponsor	12/31/2014	50.00	50.00	01/22/2015
Total 99998					50.00	50.00	

Total Paid: 1,324,268.81

Total Unpaid: 6,114.03

Grand Total: 1,330,382.84

Dated: 1-23-15

Staff: Juliana Neuma

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
14350	CARDMEMBER SERVICE	0554	lab supplies	12/05/2014	78.92	78.92	01/07/2015
Total 14350					78.92	78.92	
17506	CELLCOM	926407	cellphones	01/05/2015	42.91	42.91	01/14/2015
			cellphones		63.75	63.75	01/14/2015
			cellphones		15.94	15.94	01/14/2015
			j. neuman		51.06	51.06	01/14/2015
Total 17506					173.66	173.66	
17512	CHEWY & TEO ROOFING CO LLC	DEC 2014	roof repairs at WWTP	12/31/2014	644.00	644.00	01/07/2015
Total 17512					644.00	644.00	
17515	CIVIC SYSTEMS	CVC12571	Utility Billing support	01/01/2015	355.18	355.18	01/21/2015
			Utility Billing support		522.90	522.90	01/21/2015
			Utility Billing support		108.52	108.52	01/21/2015
			Utility Billing support - due from LGUD#1		158.40	158.40	01/21/2015
Total 17515					1,145.00	1,145.00	
20008	DIGGERS HOTLINE INC	141 2 38501	Locator service	12/31/2014	11.10	11.10	01/07/2015
		150138501 PP1	locater service - prepayment	01/08/2015	270.10	270.10	01/21/2015
Total 20008					281.20	281.20	
20511	EVOQUA WATER TECH LLC	901986679	#2 aeration ditch motor	12/18/2014	65.00	65.00	01/07/2015
Total 20511					65.00	65.00	
20513	ENERGENECS INC	0029521-IN	#3 Well - large flow meter	01/09/2015	2,500.00	2,500.00	01/14/2015
Total 20513					2,500.00	2,500.00	
20515	FERRELLGAS	1085372710	WWTP propane	12/17/2014	1,314.82	1,314.82	01/07/2015
Total 20515					1,314.82	1,314.82	
30641	FRONTIER	JAN 2015	plant phones	01/01/2015	88.21	88.21	01/14/2015
			plant phones		88.21	88.21	01/14/2015
Total 30641					176.42	176.42	
30642	FRONTIER COMMUNICATIONS	01/2015	telemetry allocation	01/01/2015	1.28	1.28	01/14/2015
			telemetry allocation		1.28	1.28	01/14/2015
			telemetry allocation		.64	.64	01/14/2015
		JAN 2015	telemetry allocation	01/01/2015	56.80	56.80	01/14/2015
			telemetry allocation		56.80	56.80	01/14/2015
			telemetry allocation		28.40	28.40	01/14/2015
Total 30642					145.20	145.20	
30750	GOING CO INC	DEC 2014	WWTP rubbish disposal	12/31/2014	40.84	40.84	01/07/2015
Total 30750					40.84	40.84	
31805	HAMMERSMITH TV	10066667	lab equip maint	12/03/2014	2.19	2.19	01/07/2015
		10066735	emergency lights	12/11/2014	41.98	41.98	01/07/2015

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
		10066789	lab equip maint	12/17/2014	5.28	5.28	01/07/2015
		10066900	WWTP - fixed equip. Stihl fuses well panel lamps	12/30/2014	15.99 15.99	15.99 15.99	01/07/2015 01/07/2015
	Total 31805				81.43	81.43	
40963	ITU ABSORB TECH	5935968	WWTP laundry service	12/09/2014	59.98	59.98	01/07/2015
		5942159	WWTP laundry service	12/22/2014	55.75	55.75	01/07/2015
	Total 40963				115.73	115.73	
41005	STEVEN JACOBSON	DEC 2014	postage	12/31/2014	11.50	11.50	01/07/2015
			mileage		30.75	30.75	01/07/2015
			mileage		26.30	26.30	01/07/2015
			mileage		9.49	9.49	01/07/2015
	Total 41005				78.04	78.04	
41090	JUNGWIRTH'S ACE HARDWARE	DEC 2014	due from LGUD#1	12/31/2014	1.25	1.25	01/07/2015
			office supplies		7.70	7.70	01/07/2015
			cleaning supplies		1.57	1.57	01/07/2015
			meter parts		.35	.35	01/07/2015
			tools		6.09	6.09	01/07/2015
			misc. other supplies		37.57	37.57	01/07/2015
			repairs of water plant		7.23	7.23	01/07/2015
			office supplies		11.43	11.43	01/07/2015
			cleaning supplies		2.33	2.33	01/07/2015
			tools		17.14	17.14	01/07/2015
			misc. other supplies		35.96	35.96	01/07/2015
			office supplies		2.86	2.86	01/07/2015
			cleaning supplies		.58	.58	01/07/2015
			tools		1.04	1.04	01/07/2015
			misc. other supplies		2.47	2.47	01/07/2015
	Total 41090				135.57	135.57	
51315	MIDWEST METER INC	0063180-IN	handheld batteries - 2	01/15/2015	581.59	581.59	01/21/2015
	Total 51315				581.59	581.59	
51400	NCL OF WISCONSIN INC	349190	WWTP lab equipment repair	12/29/2014	723.31	723.31	01/07/2015
		349906	WWTP lab supplies	01/15/2015	105.25	105.25	01/21/2015
		349980	WWTP lab supplies	01/16/2015	21.41	21.41	01/21/2015
	Total 51400				849.97	849.97	
51435	NORTH WOODS SUPERIOR CHEMICAL	80177	snow removal chemicals	12/30/2014	31.14	31.14	01/07/2015
			snow removal chemicals		46.26	46.26	01/07/2015
			snow removal chemicals		11.57	11.57	01/07/2015
	Total 51435				88.97	88.97	
61610	PAPER WORK PLUS LLC	33835	printing supplies	12/16/2014	15.74	15.74	01/07/2015
			printing supplies		23.38	23.38	01/07/2015
			printing supplies		5.85	5.85	01/07/2015
		4421	printing supplies	01/13/2015	24.99	24.99	01/21/2015
			printing supplies		36.80	36.80	01/21/2015
			printing supplies		7.64	7.64	01/21/2015
		4429	office supplies	01/14/2015	14.40	14.40	01/21/2015

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
			office supplies		21.19	21.19	01/21/2015
			office supplies		4.40	4.40	01/21/2015
Total 61610					154.39	154.39	
61635	PUBLIC SERVICE COMM OF WISC	1412-I-05500	rate case processing	12/31/2014	527.65	527.65	01/21/2015
Total 61635					527.65	527.65	
61979	SHOPKO STORES	04700	heater for lift station	12/01/2014	26.36	26.36	01/21/2015
Total 61979					26.36	26.36	
71922	TOP SHELF CAFE & GOURMET	10648	UPS shipping	12/04/2014	39.59	39.59	01/07/2015
Total 71922					39.59	39.59	
71925	SISTER BAY AUTO	68121	'07 Ford tires	11/26/2014	270.41	270.41	01/07/2015
			'07 Ford tires		401.75	401.75	01/07/2015
			'07 Ford tires		100.44	100.44	01/07/2015
		68334	'03 Chevy oil change	12/17/2014	22.04	22.04	01/07/2015
			'03 Chevy oil change		32.74	32.74	01/07/2015
			'03 Chevy oil change		8.18	8.18	01/07/2015
		68338	'01 Ford oil change	12/17/2014	19.61	19.61	01/07/2015
			'01 Ford oil change		29.14	29.14	01/07/2015
			'01 Ford oil change		7.28	7.28	01/07/2015
		68341	'07 Ford oil change	12/17/2014	18.97	18.97	01/07/2015
			'07 Ford oil change		28.18	28.18	01/07/2015
			'07 Ford oil change		7.05	7.05	01/07/2015
Total 71925					945.79	945.79	
72053	POSTMASTER	R 2014 BILLING	quarterly billing - SB	01/07/2015	143.48	143.48	01/07/2015
			quarterly billing - SB		86.09	86.09	01/07/2015
			quarterly billing - SB		57.39	57.39	01/07/2015
			quarterly billing - LG		22.95	22.95	01/07/2015
			quarterly billing - LG		22.95	22.95	01/07/2015
		BOX #655 2015	PO Box 655	01/01/2015	21.00	21.00	01/14/2015
			PO Box 655		31.20	31.20	01/14/2015
			PO Box 655		7.80	7.80	01/14/2015
Total 72053					392.86	392.86	
72054	USA BLUEBOOK	538592	chart supplies	01/09/2015	304.86	304.86	01/21/2015
Total 72054					304.86	304.86	
82350	WI PUBLIC SERVICE	17899532-00000	electricity - water system	12/23/2014	1,959.24	1,959.24	01/07/2015
			electricity - wastewater plant		4,802.59	4,802.59	01/07/2015
			electricity - lift stations		429.05	429.05	01/07/2015
			electricity - info booth		55.45	55.45	01/07/2015
Total 82350					7,246.33	7,246.33	
82351	WIS PUBLIC SERVICE	JAN 2015	Well #3 - LGUD	01/14/2015	113.61	113.61	01/21/2015
			Well #3 - Sister Bay		340.81	340.81	01/21/2015

SISTER BAY UTILITIES

Payment Approval Report - Utilities  
Input Date(s): 12/30/2014 - 01/27/2015

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Jan 23, 2015 09:04am

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 82351					454.42	454.42	

Total Paid: 18,588.61

Total Unpaid: -

Grand Total: 18,588.61

Dated: 1-23-15

Staff: Juliana Neuman



## Door County Coastal Byway Council Meeting Minutes – Wednesday, November 12, 2014

Time:           **8:30 a.m.**  
Place:           Sevastopol Town Hall, 4528 State Highway 57, Sturgeon Bay WI

**Call to Order.** Chair Ann Miller called the meeting to order at 8:30 a.m.

**Declaration of Quorum/Adopt Agenda.** The following Council members were present and constitute a quorum:

Ann Miller, primary – Town of Liberty Grove

Chuck Tice, primary – Town of Sevastopol

Michelle Anderson, primary – Village of Egg Harbor

Al Birnschein, primary – Town of Jacksonport

Kriss Schorer, primary – Town of Baileys Harbor

Scott Baker, primary – Village of Sister Bay

Beth Hagen, primary – Town of Gibraltar

Also present: Sam Perlman-DCEDC and Linda Wait, recording secretary.

Agenda accepted by consensus.

**Approve minutes.** Motion by Al and second by Scott to approve the minutes of September 11, 2014. Carried.

**Treasurer's Report.** Sam reported a balance of \$16,625.22. Receipts included \$37.50 from Johnson purchase of IP. Town Web Design invoice will be addressed under payment of bills. Motion by Kriss and second by Chuck to accept the treasurer's report. Carried.

### **Pending Business:**

- A. DCCB review progress on website updating, discussion/action. Beth looked at and liked what she saw. Ann was unable to get into some of the files. Sam has uploaded a large number of high resolution photos (from Schmeeckle) to use on the website. They are very large files and time-consuming to email. Chuck thought we needed more variety—action, people, more water and should be changed seasonally. Sam suggested members look at the first draft now and start making comments. He will also check in with Dustin after we pay a portion of his invoice to get a more detailed progress report. When time allows, Sam will see about each municipality getting a disk of photos.
- B. Port des Mort staircase project –Neptune Dive Club sponsor request – discuss, action. Ann explained the Club's request for DCCB support in the way of \$1,000 and in return being recognized with an inscription on one of the stairway risers. Ann also offered them suggestions on grants and/or personal loans to reach their \$25,000 goal (money in the bank). Some DCCB members expressed that the Dive Club's efforts were admirable but not a good use of DCCB dollars and we are not a granting entity. Ann will email John Touscany a note saying we don't have authority to make donations and we are already on record as supporting their efforts.
- C. Update on grant opportunities for I-plan projects – discussion/action. Sam talked to the Visitor Bureau about the phone app. They do not have one, based on a philosophical decision that the app basically recreates the website and they are not interested in pursuing at this point. They are focusing on their niche brochures and feel those fill the need.

Ann checked with Jane on grants through the Wis Department of Tourism and found we cannot use it for PR or matching dollars. Perhaps down the line, they may change their programs and play catchup as newer and more mobile technology comes along. There was some discussion on soliciting for business sponsors. Hold off on app for now.

- D. Update on FHWA & National Byway Program/grants status from Congressman Reid Ribble. Ann did write to Reid's office hoping for some insight as to the future of the National Scenic Byway program. His office responded that they were uncertain of what will happen with the NSBP or the ability to submit applications for NSB status. Ann responded that "it's not always about the money" and we would still like to obtain that status to enhance and call recognition to the DCCB. It was suggested that we contact the other Wis scenic byways, other national byways and perhaps Chambers and make some noise and a concerted effort—maybe starting with Ron Johnson. Let's come back with some names for our next meeting.
- E. Discuss methods to utilize in advertising/soliciting sponsor opportunities for phone application on web site and other byway projects. Sam had a chat with a local game designer who just released a new Door County coloring book and may be a potential partner for a DCCB coloring book. There was discussion on what to include: highlights from each community, packs of crayons, business sponsorship/coupons and contests for local artists to produce pages promoting historical or cultural experiences. Our IP gave a price tag of \$5,000 for all three: 1,500 coloring/activity books, 500 discovery kits and scavenger hunt. It would be a good next step and funds are available. It was the consensus that there would be no charge, it would be a free distribution. Sam and Beth will explore the possibility.

**New Business & Correspondence.** None.

**Agenda items for next meeting / suggestions:**

- lobbying for federal byways—Sam & Ann
- coloring book – Beth & Sam
- website
- brochure holders (February or March)

**Future Meeting Dates.** Wednesday, January 14<sup>th</sup> 2015 – 8:30 a.m. at Baileys Harbor, or at the call of the Chair.

**Payment of any Bills.** Received Town Web Design invoice in the amount of \$1,460. Motion by Kriss and second by Beth to pay 50% now and 50% upon completion. Sam expected the website to be done before January. Motion carried.

**Adjourn.** Motion by Michelle and second by Chuck to adjourn. Motion carried and meeting adjourned at 9:38 a.m.

Respectfully submitted,

Linda Wait, recording secretary [approved 1/14/2015]



**Door County Coastal Byway Council  
Meeting Minutes – Wednesday, January 14, 2015**

Time: 8:30 a.m.

Place: Baileys Harbor Town Hall, 2392 Co. Hwy F, Baileys Harbor WI

**Call to Order.** Chair Ann Miller called the meeting to order at 8:32 a.m.

**Declaration of a Quorum - Adopt agenda.** The following Council members were present and constitute a quorum:

Ann Miller, primary – Town of Liberty Grove

Chuck Tice, primary – Town of Sevastopol

Michelle Anderson, primary – Village of Egg Harbor

Al Birnschein, primary – Town of Jacksonport

Kriss Schorer, primary – Town of Baileys Harbor

Scott Baker, primary and Zeke Zimmerman, alternate (arr. 8:49 a.m.) – Village of Sister Bay

Beth Hagen, primary – Town of Gibraltar

Also present: Sam Perlman-DCEDC and Linda Wait, recording secretary.

Motion by Chuck and second by Kriss to adopt the agenda. Motion carried.

**Approve Previous Minutes.** Motion by Al and second by Scott to approve the minutes of November 12, 2014. Motion carried.

**Treasurer's Report.** Sam reported a balance of \$17,495.22 as of January 7, 2015. This includes most of the \$300 annual contributions from members and \$100 contribution from Door County Land Trust. There is a \$730 balance due to Town Webb Design. The Paper Boy rack at \$650 will be discussed later. The final \$5,000 contribution from WPS will be coming in May. Motion by Michelle and second by Kriss to accept the treasurer's report. Motion carried.

**Pending Business**

- A. DCCB review progress on website updating, discussion/action. Ann said the interpretive plan has been uploaded, with some front page placeholder text. We should let them know that we approve of the general design and they can start with programming. Motion by Kriss and second by Beth to proceed with the website. Motion carried and Sam will notify Town Webb.
- B. Discussion/action on brochure distribution for 2015 season through Paper Boy at \$650 per year for all sites. Ann reported one space available and they need to know now. Sam said they have more than 140 racks and you are guaranteed to be in at least 75. We have plenty of brochures to stock. Motion by Beth and second by Scott that we proceed with 2015 brochure distribution with Paper Boy at a cost of \$650 per year. Motion carried. Ann will sign the agreement and Sam will notify.
- C. Update by Beth/Sam on Coloring Book concepts- discussion / action. Beth said she had talked to the Fish Creek civic association and they were very receptive and most likely would advertise. Sam will check with Aaron Moriarity on artwork and with Peninsula Art School for thoughts. Kriss will check with some artists she knows. Linda offered to email the art teacher at Sevastopol

for possible student involvement. Suggestions were 2 pages per community plus cover and then figure out costs, perhaps include some crayons. Bring back next meeting.

[deviation]

Zeke asked to revisit Item B, brochure and Paper Boy. He said the Village ice rink needs rack space and they have contracted with TKH from November to January. Zeke said that if Paper Boy comes in, the Village would pick up the tab on the change out. We will go ahead with Paper Boy and Sam will see if they would be open to something like that. Agenda for next meeting.

- D. Discussion on progress unifying WI /US state Byways in effort to lobby FHWA for reopening National Scenic Byway application process in 2015 or 2016. Ann did write to contacts at Wisconsin Lake Superior Byway, who agreed it would be a good idea to work on lobbying to the Federal Highway Administration and congress reps, even if funding is not there. Ann talked with Congressman Ribble's office and they will let her know what's going on. Sam thought a letter should be drafted and sent collectively to congressional delegations. Zeke suggested a supporting resolution from the municipalities. Ann will reach out to other byways; Zeke will work on a resolution; Sam will work on a letter.
- E. Discuss methods to utilize in advertising/soliciting sponsor opportunities for phone application on web site and other byway projects. Sam suggested we first figure out costs on the coloring books. Michelle will work on a letter to business associations and Ann will work on municipalities and bring back next meeting.

**Other:** Kriss asked about the outdoor brochure racks—less of a draw at this point if brochures are carried in Paper Boy racks. Sam thought the website will take up to 3 weeks.

**Correspondence .** Linda will forward Ann's emails on the FHWA and State scenic byway programs to council members.

**Agenda items for next meeting / suggestions.** See above.

**Next Meeting:** Tuesday, February 10<sup>th</sup> 2015, at Town of Gibraltar beginning at 8:30 a.m.

**Payment of any Bills.** None

**Adjourn.** Motion by Michelle and second by Zeke to adjourn. Motion carried and meeting adjourned at 9:17 a.m.

Respectfully submitted,

Linda Wait, recording secretary

**Door County Economic Development Corporation  
Board of Directors Meeting  
Monday, December 8, 2014  
at DOOR COUNTY BUSINESS DEVELOPMENT CENTER**

*The Door County Economic Development Corporation is a public/private partnership dedicated to improving the economic vitality of the County and its residents.*

**Minutes**

**I. Call to Order**

Mike Baudhuin called the meeting to order at 11:43 a.m.

**Directors Present:** Kathy Schultz, Jan Campbell, Scott Baker, Leslie Gast, Patti Vickman, Mike Baudhuin and Darren Voigt.

**Ex-Officio Directors Present:** Bill Chaudoir, Rob Burke, Dale Swanson, Pam Seiler and Jack Money Penny.

**Not Present:** Thad Birmingham, Jerry Worrick, Charles Brann, Vicki Wilson, Zeke Jackson, Steve McNeil, Cheryl Tieman, Grant Thomas and Jim Stawicki.

**Others Present:** Sam Perlman and Paula Sullivan – DCEDC

**II. Adoption of Agenda**

**Darren Voigt made a motion to accept the Agenda. Kathy Schultz seconded. Motion Carried.**

**III. Action**

**A. Adoption of Minutes of Previous Meeting, November 10, 2014.**

**Scott Baker made a motion to accept the minutes from the November 10, 2014 board meeting. Jan Campbell seconded. Motion carried.**

**B. Treasurer's Report**

**1. Consideration: November 2014 Financial Report.**

Leslie Gast presented the financial reports for the month of November, 2014.

**Darren Voigt made a motion to accept the November, 2014 financial reports. Patti Vickman seconded. Motion carried.**

**2. Major Purchases – None.**

**C. Consideration: Approval of 2015 Corporation Budgets**

**Darren Voigt made a motion to accept the 2015 Budgets as presented. Scott Baker seconded. Motion carried.**

**D. Election: 2015-2016 Directors:**

Ron Flittner – representing DCVB  
 Leslie Gast – representing SBVC  
 Jan Campbell – representing DC Board of Realtors  
 Darren Voigt – At-Large

**Patti Vickman made a motion to elect the 2015-2016 Directors as nominated. Darren Voigt seconded. Motion carried.**

**E. Election: EX-Officio Board Members for 2015:**

Bill Chaudoir, DCEDC	Rob Burke, U.W. Extension
Dale Swanson, WPSC	Zeke Jackson, Village Administrator, Sister Bay
Cheryl Tieman, NWTC	Stephen McNeil, City Administrator
Jim Stawicki, SB Utilities	Pam Seiler, SB Visitor Center
Jack Money Penny, DCVB	Grant Thomas, Interim County Administrator

**Jan Campbell made a motion to elect the 2015 Ex-Officio Board members as nominated. Scott Baker seconded. Motion carried.**

**F. Election: DCEDC RLF and Investment Committee:**

Scott Baker, Inge Bacon, Dennis Starr, Mike Gilson, Greg Stephan- RLF Committee  
 Jim Stawicki, Roger Kinnard, Greg Stephan and Leslie Gast – Investment Committee

**Darren Voigt made a motion to elect the DCEDC RLF and Investment Committee members as nominated. Patti Vickman seconded. Motion carried.**

**G. Consideration: 2015 Officers**

(Election in January)

Nominees: Mike Baudhuin – Chair, Darren Voigt, Vice-Chair,  
 Leslie Gast-Treasurer, and Bill Chaudoir, Secretary

**Patti Vickman nominated the above members for the 2015 Officer positions. Jan Campbell seconded. Motion Carried.**

**H. Consideration: Adoption of 2015 Strategic Work Plan Priorities**

Bill reviewed the results of the Work Plan Survey. The top seven Board initiatives were identified and discussed:

- |                                      |                          |
|--------------------------------------|--------------------------|
| 1. Westside Waterfront Redevelopment | 4. Legislative Days 2015 |
| 2. Tourism Development               | 5. Workforce Taskforce   |
| 3. Sturgeon Bay Shipbuilding Cluster | 6. Redevelopment Plans   |
|                                      | 7. Talent Attraction     |

In addition, the following staff initiatives were also discussed:

- |                     |                  |
|---------------------|------------------|
| 1. Door County COIN | 2. Mind Trekkers |
|---------------------|------------------|

The initiatives and their action steps will be presented in January for Board approval.

**IV. Informational****A. Economic Impact Study on Broadband and vacation properties**

Sam presented the results of a study done for Liberty Grove on the impact of Broadband on Door County. The results showed that improved connectivity would increase the amount of time and money spent in our community.

**B. Executive Director's Report**

Bill Chaudoir reviewed his report for November.

**C. Workforce/Housing/Technology/Retention Report**

Sam Perlman reviewed the Workforce/Housing/Technology Report

**D. Reminder: Please RSVP for the Holiday Social!****V. Next Meeting –Monday, January 12, 2015– Door County Business Development Center****VI. Adjournment - Meeting adjourned at 12:47 p.m.**

Respectfully Submitted,  
William D. Chaudoir, Secretary



1 **1. Update on allowable Levy and Tax Increment changes. Consider a motion to recommend to**  
 2 **the Board for action.**

3 The levy amount changed from and increase of 5.37% to 5.51%. Solomon moved to forward this on to  
 4 the Board for approval. Duffy seconded the motion and all voted Aye.

6 **5. Matters to be placed on a future agenda or referred to a Committee, official or employee.**

7 --Sale of a portion of the former Helms Cottage property to be approved by the Village Board.

8 --Approval of a loan to Keith Garot for infrastructure development by the Village Board, pending  
 9 completion of a development agreement.

11 **Adjournment**

12 *At 6:25 PM Solomon moved and Duffy seconded that the meeting be adjourned. Motion carried.*

15 **Continuation**

16 A continuation of the Finance Committee meeting of November 18, 2014, was called to order by  
 17 Chairman Shane Solomon at 8:00 PM.

19 **Present:** Chairman Shane Solomon, Committee Members Pat Duffy and Dave Lienau, and Finance  
 20 Director Juliana Neuman.

21 **Also Present:** Village Trustees Scott Baker, John Clove, Kathy Enquist, and Nora Zacek.

23 **4. Consider a motion to take action, if required (continued).**

24 *Solomon moved to recommend acceptance of an offer from Premier Real Estate Management, LLC to*  
 25 *purchase approximately 3 acres of the old Ball Field, Parcel No. 181-0005312833D, for the amount of*  
 26 *\$85,900. The buyer proposes to build 3 multi-unit high-end rental apartments on the site. Duffy*  
 27 *seconded the motion and all voted Aye.*

29 **Adjournment**

30 *At 8:02 PM Solomon moved and Duffy seconded that the continuation meeting be adjourned. Motion*  
 31 *carried.*

34 Respectfully submitted,



35  
 36 Juliana Neuman  
 37 Village Finance Director

39 Name: h:\files\active\agendas\finance\2014\2014\_11\11182014 finance minutes - unapproved version.docx Created:  
 40 5/21/2013 9:14 AM Printed: 12/26/2014 11:24 AM Author: Juliana Neuman Last Saved By: Juliana Neuman

## Joint Fire District Exploratory Committee

January 8<sup>th</sup> 2015

### Minutes:

Meeting Called to Order at 7:00 pm.

Chair Merkel brought the committee up to date by relating how, when the committee last met, representatives of the committee along with the chiefs were going to meet with the various municipalities, how the budget was completed at the last meeting, how the combined budgets, which simplified the categories and removed the administrative fees and resolved the payroll question, were completed.

Hecht stated he has concerns of the fundamentals of the success in the formation of a district as it is unclear how a mutual agreement between the different departments will be formulated in relation to creating a standardized philosophy in operations. Up to this point we have been talking about finance, and infrastructure outlay, but the understanding on how operations and standards between the departments seems to be polarized at this point.

Lou read the Resolution and stated concerns that if third leg 'operations' of stool is not there we have no chance of successfully formulating a district. The resolution attached could be a means of determining if we can create this third leg.

Brian Merkel, highlighted that there were communications with Hecht and Lou and feel that there needs to be an understanding made among the people at the meeting, if there is desire to continue with the formation of a District, and a determination if one could work with the departments and the standards for which the departments adhere to now.

Jane Olson stated that she feels left out, of some conversations. A few members of the meeting said that the conversations that were made were all informal ones done to get information and a better understanding on the challenges faced to create the district. She stated she understood, and realizes that conversations will happen outside of the meetings.

Steve Schopf, says that he feels that they (town and village of Egg Harbor) are the "big loser" in the program, financially and operationally. So an understanding needs to be made what 44k more is going to give them. Is it operational? Is it better protection? Without this answered it is going to be difficult for the town to embrace the district, especially because of the additional projected costs.

Stretch asks are there concerns by the departments?

Steve Schopf said the town/village he represents don't know what they are going to get that they have now. Lot of money with probably little or no new operational aspects. Also, he agrees that operationally there will be challenges.

Hecht said that between chiefs there need to be some discussions as to how best if possible to make the departments operate equally. Training, requirements, etc.

Caleb, stated that administration is killing Gibraltar as the size is so small.

Chris asked Caleb are you willing to change his values to be part of a district. Caleb answered yes.

Lou stated that this discussion of a district was to give the communities to see if there was an interest. Said that since the "third leg" – operations has not been defined we have determined that the district has interest, but concerns of operations if not solved will allow this to fail

Hecht said there is no turning back. If it does not work, we have risk of alienation of people / communities who do not feel that they fit the district

Jane said there is no reason to rush it. But if no deadline, it will not happen.

Hecht, agrees, but said there are so many deadlines on the departments as it is now, and the time is so challenging to make this happen, because of the time restraints

It is very difficult to get all the chiefs together, said Steve Schopf. Also state the district is the way the communities eventually need to go, but we need virtually 100% of buy in, or we are going to be in worse shape than we are in now.

Expectations, values, day to day operations greatest challenges. Steve said the day to day work is where the challenges will be. At a fire scene, the departments work great as team now but the day to day operations are very different between all of the participating departments.

Framework of expectations needs to be the same. Before we can come forward.

Steve says he thinks the chiefs need to come together, and if they can agree on most of the big ones, then we have somewhere to go.

Hecht once we have the operations agreed upon and understood, then and only then at that point we can consider moving to a consultant.

Brian asked: "Can it be put together between the chiefs? "

Hecht said if the chiefs and rank can compromise their values and come together then we can move forward.

Lou, suggested a board of directors (one from each town) would work with the chiefs jointly to develop the operational plan

Steve Schopf said right now if he were to give this to the board, the only thing he would say is it would help him in administration, but for the rest of the department it would not have much if any change. He stated again and agrees that the district is something that will happen in the future, but right now may not be the best time.

Lou said there are probably other positive factors, one where an "organized" response may be an immediate benefit. A guaranteed response by having people on a "call basis". Also, there may be possible savings by having joint training, and consolidating training and response to calls.

Hecht, said we have to be careful as the volunteers are giving them lots of time and energy for very little money, and we need to be respectful, or we will lose some of our members

Right now Gibraltar is the fore runner of the issues that the other departments will face, said Caleb, ageing department, lack of membership will happen to other departments in the future. A greed by others.

Brian said, Next step to get the chiefs together to put some operational guidelines on paper.

Swain said instead of using existing operations and SOP's, in the formation of a new District, the development of all new documents would be a suggested method. This way a set of guidelines which are based on the minimum agreed upon requirements would enable the communities to come together. Then once they are all in agreement, then more stringent and tighter requirements can be added as the group finds necessary. If the "minimum" requirements are not acceptable for any one department, then we have defined that we are not ready for a district.

Schopf stated that there is a possibility that Egg Harbor may not be part of the initial design.

Hecht said that the financial spreadsheet will be modified to take out Egg Harbor and see how it affects budget appears.

Meeting is to be set to have the chiefs to put together a "minimum" new operations agreement.

Chiefs are to get together and hash it out.

A decision for the chiefs to meet on the 21<sup>st</sup> of January 2015 was agreed upon at 7:00.

Meeting Adjourned

## Persons in attendance:

<u>Name</u>	<u>Township or Affiliation</u>	<u>Email Address</u>
Steve Sohns	Town Gibraltar	<a href="mailto:ssohns@dcwis.com">ssohns@dcwis.com</a>
Steve Schopf	Egg Harbor Fire Department	<a href="mailto:seschopfe@yahoo.com">seschopfe@yahoo.com</a>
Andy Stats	Egg Harbor Fire Department	<a href="mailto:akstaats@gmail.com">akstaats@gmail.com</a>
Justin McDonald	Ephraim Fire Department	<a href="mailto:ffjmac@yahoo.com">ffjmac@yahoo.com</a>
Niles Weborg	Ephraim Fire Department	
Jane Olson	Town of Ephraim	<a href="mailto:janeolson@charter.net">janeolson@charter.net</a>
Caleb Whitney	Gibraltar Fire Department	<a href="mailto:cwinbaileys@live.com">cwinbaileys@live.com</a> <a href="mailto:chief@gibraltarfirerescue.com">chief@gibraltarfirerescue.com</a>
Brian Merkel	Town of Gibraltar	<a href="mailto:Stretch@norddoorsports.com">Stretch@norddoorsports.com</a>
Chris Hecht	SB & LG Fire Department	<a href="mailto:checht@newwis.com">checht@newwis.com</a>
Greg Swain	Gibraltar Fire Department	<a href="mailto:greg.swain@baylakesis.com">greg.swain@baylakesis.com</a>
Louis Covotsos	Town of Liberty Grove	<a href="mailto:lcovotsos@gmail.com">lcovotsos@gmail.com</a>

Resolution No. -----

The [Village's/Town's] Intent to Reaffirm Its Commitment to  
Establishing a Northern Door Joint Fire District

**Whereas**, The Villages of Egg Harbor, of Ephraim, and of Sister Bay [“Villages” or “Municipalities”], and the Towns of Egg Harbor, of Gibraltar, and of Liberty Grove [“Towns” or “Municipalities”] committed to the idea of exploring the establishment of a Northern Door Joint Fire District [“District”] by appointing at one representative and one alternate to the Exploratory Committee for the Establishment of a Joint Fire District [“Committee”]; and

**Whereas**, The Committee commenced meeting in June, 2012 and more or less monthly thereafter; and

**Whereas**, Much of the work of the Committee was eventually conducted by “work groups” to determine common budgetary categories among the various fire departments; and

**Whereas**, The Villages and Towns reaffirmed their commitment to the establishment of a District by allocating \$5,000 per municipality totaling \$30,000 for consulting and/or legal fees and other expenses related to the establishment of a District; and

**Whereas**, To date, no funds from the \$30,000 have been spent; and

**Whereas**, Representatives of the Committee presented the findings of the Committee and of the work groups to the elected representatives of the Villages and of the Towns as well as interested members of the public and responded to questions and concerns of the elected representatives and members of the public during a series of meetings in the Winter of 2015.

**NOW, THEREFORE, BE IT RESOLVED** that the [Village of/Town of \_\_\_\_\_] [Board of Trustees/Supervisors] does hereby express its further commitment to the establishment of a District by authorizing the Committee to eventually retain the necessary professional assistance and make other expenditures within the budgetary allotment, i.e., \$30,000, for the drafting of a formal District agreement;

**BE IT FINALLY RESOLVED** That the Municipalities' commitment to the establishment of a District by allowing the Committee to pursue the drafting of the District agreement be made manifest by passing this resolution no later than March 31, 2015.

[VILLAGE/TOWN OF]\_\_\_\_\_ Date\_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_Chair/President

\_\_\_\_\_  
 Clerk

Resolution No. -----

The [Village's/Town's] Intent to Reaffirm Its Commitment to  
 Establishing a Northern Door Joint Fire District by the Creation of a Provisional  
 Board of Directors

**Whereas**, The Villages of Egg Harbor, of Ephraim, and of Sister Bay ["Villages" or "Municipalities"], and the Towns of Egg Harbor, of Gibraltar, and of Liberty Grove ["Towns" or "Municipalities"] committed to the idea of exploring the establishment of a Northern Door Joint Fire District ["District"] by appointing at one representative and one alternate to the Exploratory Committee for the Establishment of a Joint Fire District ["Committee"]; and

**Whereas**, The Committee commenced meeting in June, 2012 and more or less monthly thereafter; and

Whereas, The Committee believes it is in the best interests of furthering the establishment of a district to work out the various operational issues among the various fire departments,

**NOW, THEREFORE, BE IT RESOLVED** that the [Village of/Town of \_\_\_\_\_] [Board of Trustees/Supervisors] does hereby express its further commitment to the establishment of a District by authorizing establishment of a Provisional Board of Directors [“Board”] comprised of one representative appointed by the respective municipalities and one alternate to fill in for a board member who is unable to attend the meetings of the Board for the period of one year commencing on April 1, 2015 and whose existence could be extended for another period of time not to exceed one year with the approval of the various municipalities.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that this Board would have the authority of the various municipalities to meet regularly with representatives of the respective fire departments to establish core values for the District, including, but not limited to a statement of values, a mission statement, and a vision statement.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that this Board would have the authority of the various municipalities to meet regularly with representatives of the respective fire departments to establish standard operating guidelines, preferred methods of operations, and other procedures to be the basis of any future District.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that said Board will have a chair, a vice-chair, and a secretary and shall have a quorum present at each meeting, a quorum being a simple majority of board members, and such board shall adopt guidelines by consensus, and, should a consensus not exist, a simple majority vote, a tie to be broken by the chair or acting chair.

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Board meetings shall be public and posted under the Wisconsin Public Meetings Law.

**NOW, THEREFORE, BE IT FINALLY RESOLVED**, the members of the Board will receive a per diem at the rate established by the member’s respective municipality for each duly authorized session of the Board.

[VILLAGE/TOWN OF] \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ Chair/President

\_\_\_\_\_  
Clerk

**Sister Bay / Liberty Grove Library Commission  
Meeting November 11, 2014**

The meeting of the Sister Bay / Liberty Grove Library Commission was called to order by Virginia Phelan at 1:30 P.M.

**Members Present:** Virginia Phelan, Allen Strack, Frank Forkert, Kathy Enquist, Betty Curzon, Margot Warch and Ralph Blankenburg.

**Absent:** Henry Timm

**Public Input:** None

**Review and Approve the Minutes of the September 16, 2014 Meeting:**

Margot Warch moved and Kathy Enquist seconded a motion to approve the minutes of the September 16, 2014 meeting. The motion passed 5-0.

**Review and Payment of the Bills:**

Wisconsin Public Service	Electric	\$746.41
U.S Treasury	Social Security / Medicare	\$319.04
Sparkle Cleaning Service	General cleaning	\$1,500.00
Fire stoppers	Sprinkler Inspection	\$575.00
Jungwirth Hardware	Supplies for Book Sale	\$3.99
Curzon Electric	Light Bulbs	\$36.99
Frontier	Telephone	\$121.46
Gibraltar Middle school	Book Sale Share	\$1,257.18
Wisconsin Public Service	Electric	\$664.36
Jeffery Ward Construction	Repair Lights / Clean Gutters	\$60.00
Village Of Sister Bay	Lawn Cutting	\$155.21
Sister Bay Water & Sewer	Fire Sprinkler Water	\$110.00
Sister Bay Water & Sewer	Domestic Water	\$862.37
Action Electric	Repair Ballasts / Replace Lights	\$264.09
Sparkle Cleaning Service	General cleaning	\$1,460.00
Lundquist Plumbing	Open Two Toilets	\$200.00
Village Of Sister Bay	Propane	\$668.99
Frontier	Telephone	\$122.04
Total		\$9,127.13

Allen Strack moved and Frank Forkert seconded the motion to approve the payment of the bills. The motion passed 5-0.

**Budget:**

Frank Forkert and Kathy Enquist reported that the Commissions Budget for 2015 had been through the finance committees of both Sister Bay and Liberty Grove and was waiting for approval of the full council.

**Librarians Report****Circulation:**

Oct. 2014:	5,288	YTD:	55,443
Oct. 2013:	5,455	YTD	60,698

**Library Visits & Programs:**

Oct. 2014:	4,169	1 Adult, 2 Juv. programs	24 adults	99 kids
Oct. 2013:	4,053	1 Adult, 2 Juv. programs	17 adults	15 kids

**Computer Use Public:**

2014:	Sam(Public comp.)	648 users for 22,059 total minutes
	Wireless	961 users
2013:	Sam(Public comp.)	669 users for 18,386 total minutes
	Wireless N/C	

**Overdrive:**

2014:	265 E-books Users	78 Audio book Users
2013:	158 E-books Users	67 Audio book Users

We are now operating within our shorter winter/spring schedule (roughly, Nov. - May) of 31 open hours per week, compared to the seasonal hours (Memorial Day - October) of 48 hours per week.

There were a few equipment problems the past month. Someone used a bit too much toilet paper in one of the stalls in the Ladies Room and Lundquist Plumbing was called when a plunger wouldn't work. While he was here to clear the one toilet, I asked Mike L. to check the other two --one for a leak in the tank and the other for not flushing without holding down the handle. The latter has been a problem for years and now all are in good working order.

Thanks, Mike!

Jeff Ward changed some light bulbs and mounted an iPad in the children's area. The iPad and Mounting hardware were purchased with memorial money. Children are enjoying playing educational games and reading on the iPad.

I am asking that we hire Curt Wessel to build a cabinet to house DVDs in our children's area. The spin rack we've used for many years doesn't have enough capacity, so we found something in a Demco Library Supply catalog that will work. Curt's estimate for this item is \$1,275.00, for which he would require half down to purchase materials. The cabinet would be very similar to the ones Curt built to accommodate our music CDs. I ask that you approve this expense and submit a check to Curt for \$635.

Margot Warch moved and Frank Forkert seconded a motion to purchase the DVD cabinet from Curt Wessel for \$1,275 and send him a deposit of 1/2 of the cost for materials. The motion passed 5-0.

**Library Garden:**

Virginia Phelan reported on plaques she had found for the benches and tables. The plaque would be in the library so everyone could see it.

Margot Warch moved and Kathy Enquist seconded a motion to purchase plaque # P2989 from Kimco. The motion passed 5-0.

**Marina Fest :**

Ralph Blankenburg reported that the book sale will be in the Village Hall next year. This will be a big help since the books can be set up the night before.

Margot Warch has volunteered to sort the mystery books from the rest of the fiction.

Notes of the after meeting attached.

**Next Meeting:**

January 13, 2015 @ 1:00 p.m.

**Adjourn:**

It was moved by Margot Warch and seconded by Virginia Phelan to adjourn at 2:30 p. m. The motion passed 5-0.

Submitted by: Ralph Blankenburg.

**Sister Bay / Liberty Grove Library Commission  
Meeting January 13, 2014**

The meeting of the Sister Bay / Liberty Grove Library Commission was called to order by Virginia Phelan at 1:00 P.M.

**Members Present:** Virginia Phelan, Allen Strack, Frank Forkert, Kathy Enquist, Betty Curzon, Margot Warch, Henry Timm and Ralph Blankenburg.

**Absent:**

**Public Input:** None

**Review and Approve the Minutes of the November 11, 2014 Meeting:**

Allen Strack moved and Margot Warch seconded a motion to approve the minutes of the November 11, 2014 meeting as corrected. The motion passed 6-0.

**Review and Payment of the Bills**

Wisconsin Public Service	Electric	\$609.10
Warner-Wexel LLC	TP/Hand Towels / Garbage Bags	\$227.21
	Replace Lights/install I-pad	
Jeffery Ward Construction	holder	\$100.00
Out of The Woods	DVD Rack Down Payment	\$638.00
Sparkle Cleaning Service	General Cleaning	\$780.00
Frontier	Telephone	\$122.34
Village of Sister Bay	Propane	\$1,340.08
	Replace Lights / Repair Coat	
Jeffery Ward Construction	Rack	\$60.00
Wisconsin Public Service	Electric	\$595.73
Van's Fire & Safety	Fire Extinguisher check	\$30.00
Lakeshore Landscape	Fall Cleanup / Winterizing	\$2,250.00
Sparkle Cleaning Service	General Cleaning	\$840.00
Frontier	Telephone	\$123.51
Sister Bay Sewer/Water	Fire Sprinkler Water	\$110.00
Sister Bay Sewer/Water	Domestic Water	\$406.21
Lakeshore Landscape	Install Rock and Sign	\$500.00
Action Electric Inc	Ceiling Heater Repair	\$122.50
Total		\$8,854.68

Virginia Phelan moved and Margot Warch seconded the motion to approve the payment of the bills. The motion passed 6-0.

**Librarians Report****Circulation:**

Dec. 2014:	4,705	YTD:	64,761
Dec. 2013:	4,091	YTD	69,704

**Library Visits:**

Dec. 2014:	2,931	Total Annual	49,507
Dec. 2013:	2,409	Total Annual	50,964

**Computer Use Public:**

Dec. 2014:	Sam(Public comp.)	344 users for total	13,690 minutes
Dec. 2013:	Sam(Public comp.)	387 users for total	18,386 minutes
Wireless	Dec 2014	356 users	
Wireless	Dec 2013	352 users	

**Overdrive:**

2014:	225 E-books Users	72 Audio book Users	1 Video
2013:	232 E-books Users	73 Audio book Users	0 Video

**Programs:**

Dec. 2014 4 Programs attended by 22 Adults and 47 Kids  
 Dec. 2013 2 Programs attended by 14 Adults and 8 kids  
 (Dec. 2014 we added "Reading with Amos" and Make-a -Craft. Amos accounted for 8 kids and the craft accounted for 30 more).

I was surprised to see that our circulation was over 600 more than last December and our library visits over 500 people more than last year. Despite those numbers our annual circulation and visits finished under 2013's. In 2013 we had a very strong start compared to 2014 and that made the difference. For comparison, Sturgeon Bay's total circulation for 2013 was 199,683 and 2014 was 192,591. In fact, of all Door County Library branches, only Washington Island saw a slight increase in annual circulation over last year. With the improving economy here. Thanks to our Volunteers, the library was decorated for Christmas season with a tree and other holiday items. Carol Pinkalla again brought in some of her 'Christmas Memories' dioramas and Barb Pedersen was able to get Pipka to fill the display case with her wonderful Christmas figurines and memorabilia. What a dedicated group!

**Sprinkler Inspection Contract:**

Ralph Blankenburg reviewed the bids to do the annual and 5 year fire sprinkler inspections plus the repairs of the sprinkler suggested by Firestoppers.

Firestoppers bid was \$575 for annual inspection, \$1,604 for 5 year inspection and \$1,320 to do the repairs.

Fireline Sprinkler Corp. bid \$475 for the annual inspection and \$1975 to repair the sprinklers and do the 5 year inspection.

It was moved by Kathy Enquist and seconded by Allen Strack to accept the bid by Fireline Sprinkler Corp. to do our annual, 5 year and repairs on the sprinkler system.

**Commission Filing Cabinet:**

Frank Forkert moved and Allen Strack to approve Ralph Blankenburg purchasing a file cabinet for up to \$250. The motion passed 6-0.

**Roof Snow Removal:**

The Commission gave Ralph Blankenburg permission to have the snow removed if it becomes necessary.

**Meeting Time:**

It was decided to leave the meeting time the same as it is 1:00 p.m.

**Plaques:**

After discussion, it was decided to look into an outside plaque and plates on the tables and benches. Virginia will look into these possibilities for the next meeting. We will also consider having a plaque inside and outside.

**Committee Reports:****Building maintenance:**

We have been having odor problems and flusher problems with the urinals in the men's room. Henry Timm moved and Kathy Enquist seconded a motion to have Ralph Blankenburg call Lundquist plumbing to repair the flush valve and fix the drains. The motion passed 6-0.

**Next Meeting:**

February 3, 2015 @ 1:00 p.m.

**Adjourn:**

It was moved by Margot Warch and seconded by Virginia Phelan to adjourn at 2:00 p. m. The motion passed 6-0.

Submitted by: Ralph Blankenburg.



1 Celtic dancers as well as a diverse variety of musicians would perform during “Midwest  
 2 Sunsplash”, and the event would kick off on Friday night and conclude at midnight on  
 3 Saturday. In order to maintain order it may be necessary for temporary fencing to be  
 4 installed on the festival grounds. One issue which will arise for some of the festival  
 5 attendees will be that reasonably priced lodging is not readily available in the Sister Bay  
 6 area. Therefore, the suggestion has been made that people be allowed to camp at the  
 7 Sports Complex for a fee. Food and drink tickets would be utilized and vendors are on site  
 8 in individual booths or tents, but they must pay entry fees. If Village officials decide to  
 9 allow “Midwest Sunsplash” to be conducted in the Village Katobalavu and Halbrook  
 10 would like to see a formal five year contract entered into. That contract will address a  
 11 number of issues, including how profits will be split and it will contain a “non-compete”  
 12 clause.

13  
 14 *Several of the Committee members agreed that a number of logistical issues could arise if  
 15 Waterfront Park is utilized for “Midwest Sunsplash”, and the suggestion was made that the  
 16 Dog Park be utilized as it is already fenced. It was the consensus that unless the pavilion  
 17 and surrounding parklands are accessible and safe on August 8 and 9, 2015, the Dog Park  
 18 shall be utilized.*

19  
 20 *A motion was made by Solomon, seconded by Bickford that the Marketing Committee  
 21 grants permission for Village properties and facilities to be utilized for “Midwest  
 22 Sunsplash”, which will be conducted in Sister Bay on August 8 and 9, 2015. A formal  
 23 contract shall be entered into with Pita Katobalavu and Kay Halbrook, and \$15,000 of  
 24 Marketing Committee funds shall be appropriated to cover expenses related to the festival.  
 25 Motion carried – All ayes.*

26  
 27 *A motion was made by Enquist seconded by Bickford that the Marketing Committee  
 28 recommends that Village officials allow the Sports Complex to be utilized for “for fee”  
 29 camping during “Midwest Sunsplash”. Motion carried – All ayes.*

30  
 31 *A motion was made by Solomon, seconded by Bickford that if it becomes necessary, Mill  
 32 Road shall be closed during “Midwest Sunsplash”. Motion carried – All ayes.*

33  
 34 **Item No. 1. Discussion regarding funding for the Village-Wide Rummage Sale and the  
 35 Sister Bay Car Show; and consider a motion for action if appropriate:**

36 **A. \$6,000 budgeted in General Government Account**

37 **B. Closure of Mill Road for Vendors**

38 Denise Bhirdo and Sharon Doersching have indicated that they are no longer interested in  
 39 organizing the Village-Wide Rummage Sale, which has been conducted on the Saturday  
 40 before Memorial Day Weekend for approximately ten years. Bhirdo asked if the SBAA  
 41 would be willing to take over the Rummage Sale, but the SBAA Board of Directors  
 42 declined. The Car Show will again be conducted on the Sunday of Memorial Day weekend  
 43 in the Shopko parking lot. The Village does not have the staff or resources to organize and  
 44 market two large events which occur within two weeks of one another. Therefore, Jackson  
 45 is suggesting that some of the aspects of the Rummage Sale as well as the car show be  
 46 turned over to an outside agent, who will be charged with soliciting sponsors and doing  
 47 marketing, and growing the Rummage Sale by bringing in outside vendors.

48  
 49

1 A motion was made by Enquist, seconded by Solomon that the Village-Wide Rummage  
 2 Sale shall again be conducted. Village staff members shall prepare and distribute  
 3 registration forms, take them in, collect entry fees and see that the Rummage Sale Map is  
 4 prepared, but an outside agent shall be retained to grow the Rummage Sale in whatever  
 5 fashion he or she deems appropriate. The outside vendor will be allowed to reserve and  
 6 utilize Village facilities and/or properties for no charge, but he or she will be required to  
 7 pay 10% of the profits he or she realizes to the Village. Motion carried – All ayes.

8  
 9 **Item No. 4. Discussion regarding goal/expectation setting for the SBAA and/or the Village  
 10 on activities; and consider a motion for action if necessary:**

11 The Village provides annual support to the SBAA, but at the present time there are no  
 12 written directives regarding goal/expectation setting for the SBAA or the Village with  
 13 respect to how the SBAA is operated or functions. Village officials believe such a  
 14 document would be a very useful tool for both entities, and a draft of an Operating  
 15 Agreement was included in the meeting packets. During the review process Funkhouser  
 16 distributed a copy of her suggested revisions, but she did note that none of them have been  
 17 approved by the SBAA Board of Directors yet. The Board members jointly reviewed the  
 18 agreement which was included in the meeting packets, and Jackson took note of all  
 19 suggested revisions.

20  
 21 A motion was made by Solomon, seconded by Bickford that the Marketing Committee  
 22 recommends that the Operating Agreement which was reviewed at this meeting be  
 23 approved as amended. Motion carried – All ayes.

24  
 25 **Item No. 3. Discussion regarding the focus of 2015 marketing; and consider a motion for  
 26 action if appropriate:**

27 Funkhouser noted that it is imperative that bands and performers be booked relatively soon  
 28 for the small events the Marketing Committee has agreed to fund. Due to time constraints it  
 29 was the consensus that this issue shall be addressed at the next meeting of the Committee.

30  
 31 A motion was made by Solomon, seconded by Bickford that Agenda Item No. 3 –  
 32 Discussion regarding the focus of 2015 marketing; and consider a motion for action if  
 33 appropriate, be tabled until the next meeting of the Marketing Committee. Motion carried –  
 34 All ayes.

35  
 36 **Item No. 6. Consider a motion to discuss matters to be placed on a future agenda or  
 37 referred to a committee, official or employee:**

38 The next meeting of the Marketing Committee was scheduled for 8:30 A.M. on Friday,  
 39 February 6, 2015.

40  
 41 The following issues will be addressed at that meeting:

- 42 A. Discussion regarding the focus of 2015 marketing; and consider a motion for action  
 43 if appropriate.

44  
 45 **Adjournment:**

46 A motion was made by Solomon, seconded by Enquist to adjourn the meeting of the  
 47 Marketing Committee at 6:31 P.M. Motion carried – All ayes.

48  
 49

1 Respectfully submitted,

2 

3 Janal Suppanz,  
4 Assistant Administrator

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1                   **PARKS, PROPERTIES & STREETS COMMITTEE MEETING MINUTES**  
2                                   **WEDNESDAY, JANUARY 7, 2015**  
3                   **SISTER BAY-LIBERTY GROVE FIRE STATION – 2258 MILL ROAD**  
4                                   **(APPROVAL PENDING)**

5  
6     *The January 7, 2015 meeting of the Parks, Properties and Streets Committee was called to*  
7     *order by Committee Chair Dave Lienau at 2:25 P.M.*

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

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

14  
15    **Others:** Jeff Bakke, Lou Pasquesi, Jim Hirschmiller, Joe Felhofer and Gerry Knudson.

16  
17    **Comments, correspondence and concerns from the public:**

18    Lienau noted that an e-mail which had been received from Lou Pasquesi had been  
19    included in the meeting packets. Pasquesi was present and noted that he resides on  
20    Scandia Road. Lately he has noticed that vehicles are traveling between 45 and 50 MPH  
21    on Scandia Road, which raises a number of safety concerns. He and his neighbors believe  
22    installation of a couple more stop signs on Scandia Road would eliminate this problem.  
23    They are suggesting that a stop sign be installed at the intersection of Woodcrest Road and  
24    Scandia Road, and that another sign be installed at the intersection Scandia Road and  
25    Birchwood Road. The Committee members requested that this issue be addressed at their  
26    next meeting.

27  
28    **Approval of minutes as published:**

29    *A motion was made by Clove, seconded by Baker that the minutes for the November 5,*  
30    *2014 meeting of the Parks, Properties & Street Committee be approved as presented.*  
31    *Motion carried – All ayes.*

32  
33    **Approval of Agenda:**

34    *A motion was made by Clove, seconded by Baker that the Agenda for the January 7, 2015*  
35    *meeting of the Parks Committee be approved as presented. Motion carried – All ayes.*

36  
37    **Business Items:**

38    **Item No. 1. Update on projects:**

39      **A. Beach Project:**

40          Jackson is still waiting for the confirmation letter from DNR officials for the Beach  
41          Project. He did contact them yesterday and will be doing some follow-up.

42  
43      **B. Helm's Lot:**

44          The parcel located at 2362 Mill Road is being considered for 6(f) conversion, and  
45          the Parks Committee has recommended that a parking lot be created on it.  
46          Subsequent to that recommendation, the Wisconsin Department of Transportation's  
47          appraisal of the property came in higher than anticipated. The D.O.T. has a limited  
48          amount of funds, and officials from that agency have requested that the Village

1 consider making parking improvements on approximately  $\frac{3}{4}$  of the property. The  
 2 D.O.T. would purchase the property from the Village, add restrictive covenants  
 3 which require that the parking areas must be for "recreational access", and then  
 4 turn the property back over to the Village. An applicable Resolution has been  
 5 approved by the Village Board. The D.O.T. will be using the parking lot at 2362  
 6 Mill Road as a staging area when work is done on the Bay Shore Drive  
 7 Reconstruction Project.

8  
 9 The Finance Committee recommended that the balance of the property at 2362  
 10 Mill Road which was not purchased by the D.O.T. for 6(f) conversion, be sold. Any  
 11 development on that property was to be conditioned upon receipt of "the best  
 12 offer". Al and Tera Gokey have submitted an offer for \$15,000 cash and have also  
 13 offered to construct condominiumized restroom/changing room facilities and deed  
 14 them back to the Village at no cost. The restroom facilities would serve as the  
 15 restrooms for the Beach Expansion Project and will have a value of approximately  
 16 \$124,000. The offer is consistent with the appraised value of the property in  
 17 question, and the Gokeys intend to construct a commercial building on the  
 18 property. The Village Board authorized the sale of the land to Al and Tera Gokey  
 19 for \$15,000, on the condition that condominiumized restroom/changing room  
 20 facilities which are approved by Village officials are also deeded back to the  
 21 Village at no cost. The property shall be conveyed to the Gokeys upon payment of  
 22 the \$15,000 and dedication of the condominiumized restroom facilities.

23  
 24 **C. Sledding Hill:**

25 Work will commence on the Sledding Hill Project as soon as work commences on  
 26 the Beach Project.

27  
 28 **Item No. 2. Update on activities at the TKH Ice Rink:**

29 "Sister Bay's Poppin' New Year's Eve" was quite successful. The event was well attended  
 30 and a number of positive responses were received.

31  
 32 A Broomball Captain's Meeting was conducted last night and the first broomball game will  
 33 be played tonight.

34  
 35 **Item No. 2. Discussion on approval of a plan from Robert E. Lee & Associates for parking  
 36 lot improvements on the old Helm's Lot:**

37 A surveying and engineering services proposal for the design of the proposed parking lot  
 38 on the old Helm's lot was included in the meeting packets and the Committee members  
 39 jointly reviewed that document.

40  
 41 *A motion was made by Baker, seconded by Clove that the Parks Committee accepts the  
 42 Engineering/Surveying Services Proposal dated December 26, 2014 which was received  
 43 from Robert E. Lee & Associates, as presented. Motion carried – All ayes.*

44  
 45 **Item No. 3. Discussion regarding drainage issues at the Dog Park:**

46 Representatives of the Dog Park group have asked that gravel be dumped in the drainage  
 47 ditch at the Dog Park as it is quite wet, but when Mann went out there he determined that  
 48 a number of logistical issues would have arisen if the gravel were installed. As soon as the  
 49 Dog Park dries out in spring a trench will be dug and a drainage tile installed at the Dog

1 Park in an attempt to alleviate some of the drainage issues which have been identified.

2  
3 Jeff Bakke from the Dog Park Group suggested that the Dog Park be moved over to the  
4 overflow boat parking area, and that boats be parked in the Dog Park, but several of the  
5 Committee members noted that they do not believe this would be a workable or practical  
6 solution.

7  
8 **Item No. 4. Consider a motion to convene into Closed Session pursuant to Wis. Stats.,**  
9 **§19.85(1)(e) for the purpose of deliberating or negotiating the purchase of public**  
10 **properties, the investment of public funds, or conduct other specified public business**  
11 **whenever competitive or bargaining reasons require a closed session:**

12 *At 3:15 P.M. a motion was made by Lienau, seconded by Clove that the Parks Committee*  
13 *convene into Closed Session pursuant to Wis. Stats., §19.85(1)(e) for the purpose of*  
14 *deliberating or negotiating the purchase of public properties, the investment of public*  
15 *funds, or conduct other specified public business whenever competitive or bargaining*  
16 *reasons require a closed session. A roll call vote was taken on the motion, and the*  
17 *Committee members voted in the following fashion:*

18  
19 *Lienau – Aye; Clove – Aye; Baker – Aye; Doersching – Aye.*

20  
21 *Motion carried.*

22  
23 **Item No. 5. Consider a motion to reconvene into open session:**

24 *At 3:34 P.M. a motion was made by Lienau, seconded by Baker that the Parks Committee*  
25 *reconvene into open session. Another roll call vote was taken, and the results of that vote*  
26 *were as follows:*

27  
28 *Lienau – Aye; Clove – Aye; Baker – Aye; Doersching – Aye.*

29  
30 *Motion carried.*

31  
32 **Item No. 6. Consider a motion to take action, if required:**

33 *No formal action was taken.*

34  
35 **Item No. 7. Report from Steve Mann on activities:**

36 Mann gave an oral report regarding the following issues:

- 37 • Six Christmas trees were picked up during the first round of Christmas tree pick-  
38 ups.
- 39  
40 • Due to the fact that changes were made to the Village's Personnel Manual, the day  
41 after Thanksgiving is now a paid holiday. If any Village employees have to come in  
42 on that Friday to turn on lights and decorations they will be paid double-time.

43  
44 *Discussion took place regarding this issue and it was the consensus that from now*  
45 *on all the Village's holiday decorations and lights, except for those which are placed*  
46 *in what is commonly referred to as Hendrickson Park, shall be turned on the*  
47 *Monday before Thanksgiving.*

- 1       • The new furnaces have been installed in the Maintenance Building. So far they  
2 appear to be much more energy efficient and are working well.  
3
- 4       • Five dump truck loads of wood have been split and delivered to the ice rink.  
5
- 6       • Work has been ongoing on maintaining all the Village's equipment, with the  
7 exception of the Jacobson Lawnmower as a hydraulic lift is required.  
8
- 9       • The wood floor in the Village Hall will be refinished during the first week in March.  
10
- 11       • There is still some "brushing" which needs to be done on Little Sister Road and  
12 Sunset Drive. That work will be done ASAP.  
13
- 14       • This winter the Parks Department employees will be constructing shelving for the  
15 Storage Building and will be reorganizing it.  
16

17 *Discussion took place regarding when the Village's Christmas decorations should be taken*  
18 *down, and it was the consensus that the lights and decorations in the areas which will be*  
19 *impacted by the line burial project shall be taken down ASAP, but as many of the*  
20 *remaining lights as possible should be illuminated until at least mid-February.*  
21

22 **Item No. 8. Discussion on other parks and streets activities:**

23 Jackson indicated that he didn't have anything further to report.  
24

25 **Item No. 9. Discussion regarding matters to be placed on a future agenda or referred to a**  
26 **committee, official or employee:**

27 *It was the consensus that the following issue shall be addressed at the next Parks*  
28 *Committee Meeting:*

- 29       • *Discussion regarding Lou Pasquesi's request to have two stop signs erected on*  
30 *Scandia Road.*  
31

32 **Adjournment:**

33 *A motion was made by Clove, seconded by Baker to adjourn the meeting of the Parks*  
34 *Committee at 3:41 P.M. Motion carried – All ayes.*  
35

36 Respectfully submitted,

37 

38 Janal Suppanz,  
39 Administrative Assistant

1                                   **PERSONNEL COMMITTEE MEETING MINUTES**  
2                                   **WEDNESDAY, DECEMBER 3, 2014**  
3                                   **(APPROVAL PENDING)**  
4

5 The Village of Sister Bay Personnel Committee meeting was called to order at 3:37 PM by Chairman  
6 Pat Duffy.  
7

8 **Present:** Chairman Pat Duffy, Committee Members Kathy Enquist and Nora Zacek, Village  
9 Administrator Zeke Jackson and Finance Director Juliana Neuman.

10 **Also Present:** Steve Mann, Steve Jacobson (left at 3:45 PM) and Janal Suppanz (arrived after 3:45  
11 PM).  
12

13 **Approval of Agenda**

14 Duffy moved and Enquist seconded approval of the agenda as published. All voted Aye.  
15

16 **Approval of minutes**

17 --As to the minutes of the 8/27/14 Personnel Committee meeting, Zacek moved and Duffy seconded  
18 approval as presented. All voted Aye.

19 --As to the minutes of the 9/17/14 Personnel Committee meeting, Enquist moved and Zacek  
20 seconded approval as presented. All voted Aye.  
21

22 **Comments and Correspondence**

23 None  
24

25 **New Business Items**

26 **1. Discussion on amending the Personnel Manual by incorporating the Village Board-Approved**  
27 **PTO policy into the existing manual. Consider a motion for action.**

28 Jackson called attention to page 6 of the manual, where the newly approved PTO policy had been  
29 inserted.

30 The paid holiday section of the PTO policy was addressed first, with some language retained from  
31 the old manual to clarify observance of holidays that fall on weekends and double time pay for  
32 holiday work.

33 Sections of the old manual pertaining to vacation, emergency leave, personal days, and sick leave  
34 will be stricken. The section on family leave will be retained, granting up to two weeks of unpaid  
35 leave over a twelve-month period to care for an ailing family member and/or up to six weeks of  
36 unpaid leave for the birth or adoption of a child. Zacek asked whether these lengths of time off are  
37 compliant with the Fair Labor Standards Act (FLSA). She thought that up to 12 weeks were  
38 permitted.  
39

40 Duffy referred to an email from Joanne Clove, who had reviewed the changes to the manual.  
41 Clove's email noted that Section 9 (Compensatory Time Off) needed re-working because of the new  
42 PTO policy. Neuman had re-written Section 9 to make it compliant with the PTO policy. The  
43 committee reviewed her changes and approved them. Jackson pointed out that, although Comp  
44 Time was originally designed to avoid unbudgeted overtime pay for municipal employees, the  
45 elimination of Comp Time carryover (after 2014) will result in more overtime payout. Duffy  
46 suggested that department heads be asked to manage the scheduling of Comp Time throughout the  
47 year, so that it is taken as time off rather than as payout.  
48

1 Steve Mann asked to speak and explained that he has depended on banking Comp Time as  
 2 insurance against the possibility of periods of illness. Jackson added that many municipal employees  
 3 would say something similar.

4  
 5 Jackson asked about placing a limit on the amount of Comp Time that could be accumulated during  
 6 the course of a year. Neuman said that there hasn't been a limit, except at year-end, and Duffy said  
 7 he doesn't think one is needed.

8  
 9 Returning to Clove's comments, in Section 14 of the manual (Inappropriate Behavior) item R should  
 10 be changed from "Misuse of Sick Leave" to "Misuse of Paid Time Off." Other of Clove's suggestions  
 11 for re-wording of parts of the PTO section itself were rejected by Jackson as changing a policy that  
 12 had already been approved by the Board.

13  
 14 Clove's email also recalled that the Admin and Comp Committee had discussed stating a maximum  
 15 period of time that a disabled employee's position would be held open. Jackson replied that he  
 16 would prefer that such situations be addressed on a case-by-case basis but agreed to check on  
 17 FLMA regulations. Likewise, there had been discussion about adding a probationary period for new  
 18 employees. Jackson agreed to adding a 90-day probationary period at the end of Section 2 of the  
 19 manual, with the following wording: "All employees not subject to a specific employment contract  
 20 are subject to a 90-day probationary period."

21  
 22 Neuman stated that there will be other items in the manual that need cleaning up, perhaps at a  
 23 future meeting. Jackson countered with the need to get the manual out to employees before the end  
 24 of the year, so that they will have the PTO information in advance of its effective date. Duffy and  
 25 Jackson agreed that we'll publish what we have and deal with other items later.

26  
 27 *Motion: Duffy moved that the changes to the Personnel Handbook implemented above be*  
 28 *recommended to the Board for final approval. Enquist seconded the motion and all voted Aye.*  
 29

30 **2. Discuss a policy on family/dependent coverage for new hires. Consider a motion for action if**  
 31 **necessary.**

32 Duffy stated that in 2010 the Personnel Committee had wanted to work toward a paid benefits  
 33 program for employees only. Last year, as an update to that, the Board had imposed a cap on health  
 34 insurance of \$10,000 per employee. Duffy's view is that it doesn't matter how the employee uses  
 35 that money; a portion of it can be used to cover a family member if the employee's policy costs less  
 36 than \$10,000. He no longer feels that it is necessary to have a specific policy on how much  
 37 coverage can be extended to family members; a simple allotment for benefits would suffice, leaving  
 38 it up to employees to decide how to use it. Jackson added that next year, for coverage in 2016,  
 39 there could be as much as an 80% increase in health insurance premiums. Duffy replied that a cap  
 40 on the Village share would regulate these costs. For the benefit of the new committee members,  
 41 Jackson then reviewed the history of health insurance coverage over the past three years. Neuman  
 42 expressed concern about making sure that our policies meet the IRS rules about treating employees  
 43 equally.

44  
 45 Jackson summarized the discussion by stating that, instead of creating a policy for new hires, the  
 46 Village has chosen to control costs by limiting the expense per employee. Neuman had prepared a  
 47 report showing the average cost per employee for 2015 by Village fund: \$9,074 within the General  
 48 Fund, \$10,906 in the Marina, and \$16,518 for Utilities. These averages include the cost of the  
 49 Health Reimbursement Arrangement. Jackson pointed out that only the General Fund costs are paid  
 50 by the taxpayers; enterprise fund revenues pay the costs in the other funds.

1  
2 It was agreed that the committee should meet in September of 2015 to plan for the insurance cost  
3 increases that are anticipated for 2016.

4  
5 **3. Discussion on updating and re-authorizing the 2010 policy on Non-selection of Benefits.**

6 The 2010 policy offered employees a two-year monetary incentive to seek other insurance for  
7 family  
8 members or even for themselves. The policy expired in 2012. For 2014, a similar incentive was  
9 provided for two employees whose spouses took coverage through their own places of employment.  
10 Jackson proposed that last year's incentive be repeated for two more years, at 25% of the savings to  
11 the Village.

12  
13 Duffy objected, stating that the cap was \$10,000 in 2014 and \$10,700 for 2015. If an employee  
14 wants to bring a spouse back on our policy, the employee would have to pay the difference.  
15 Neuman and Jackson remembered the discussion about the \$10,700 for 2015 (which took place at  
16 an Admin and Comp meeting) as an average cost per employee, not as a cap. Jackson stated that the  
17 2015 Budget was passed to cover 85% of employee premiums; the \$10,700 figure was for internal  
18 calculation purposes, to show how much it cost, on average to cover each employee. Duffy insisted  
19 that his recollection was that a cap of \$10,700 was decided on for 2015. Jackson said that we'll  
20 have to go back and review the minutes.

21  
22 Enquist said that she had attended those meetings and is not sure about what she is hearing today. If  
23 there was a decision on a cap at a previous meeting, then the cap should be imposed. Neuman  
24 repeated that we need to investigate the legality of this. Jackson agreed but said that he thinks it will  
25 be legal and could be used in 2016. For 2015, he said, the Budget was reviewed by department,  
26 showing health insurance costs for the employees in each department. These sections of the budget  
27 were approved individually and again in the aggregate at the November 18 Board meeting. Duffy  
28 acknowledged that the plan for 2015 is in place, but then asked how we would handle a request to  
29 add a spouse who was not included during the budget process. Enquist replied that we would have  
30 to cover that person. Duffy disagreed, stating that "in 2014 we had a cap and in 2015 I had a cap,"  
31 therefore any unbudgeted coverage for that exceeds the cap 2015 should be paid for by the  
32 employees. Why would we have a cap in 2014 and not in 2015? Jackson replied that it had created  
33 a management fiasco, which is why the contribution level was changed to 85% by Admin and  
34 Comp. Jackson believes that a cap might be the solution in 2016, but for 2015 the budget has been  
35 passed on the basis of average costs. The question now is whether to continue offering credits to  
36 those who were willing to move a spouse off of our policy. Enquist asked whether money for such  
37 credits is in the 2015 Budget, and Jackson replied that it was not, due to an oversight.

38  
39 **4. Consider a motion to convene into Executive Session pursuant to Wisconsin State Statutes,  
40 Section 19.85(1)(c) to discuss personnel and employee benefits.**

41 *Motion by Duffy; second by Zacek. Enquist -- Yes Zacek – Yes Duffy --*  
42 *Yes*

43  
44 **5. Consider a motion to reconvene into Open Session.**

45 *Motion by Zacek; second by Enquist. Duffy – Yes Enquist -- Yes Zacek –*  
46 *Yes*

47  
48 **6. Consider a motion to take action, if required.**

49 *Motion by Zacek not to re-authorize the Non-Selection of Benefits policy. Seconded by Enquist. All*  
50 *voted Aye.*

- 1
- 2 **7. Matters to be placed on a future agenda or referred to a Committee, official or employee.**
- 3 --Check on FLSA regulations.
- 4 --Distribute the revised Personnel Handbook to employees prior to January 1, 2015.
- 5 --Incorporate old personnel memos into the Personnel Handbook and complete clean-up of
- 6 wording.
- 7 --Review the IRS rules on the use of Section125 pre-tax benefits for health and dental insurance.
- 8 --Review the minutes of the 10/29/14 Administration and Compensation meeting.

9  
10 **Adjournment**

11 At 5:18 PM Zacek moved and Enquist seconded that the meeting be adjourned. All agreed.

12  
13 Respectfully Submitted,

*Juliana Neuman*

14  
15 Juliana Neuman  
16 Finance Director

17  
18 \\sbs01.local.sisterbay.com\users\rlkuftrin\files\active\agendas\others\personnel\2014\2014\_12\120314 personnel  
19 minutes - unapproved version.docx Created: 10/26/2011 12:59 PM Printed: 12/26/2014 11:25 AM Author: Juliana  
20 Neuman Last Saved By: Juliana Neuman

1 PLAN COMMISSION MEETING MINUTES  
2 MONDAY, DECEMBER 29, 2014  
3 Sister Bay-Liberty Grove Fire Station – 2258 Mill Road  
4 (APPROVAL PENDING)  
5

6 The December 29, 2014 meeting of the Plan Commission was called to order by Chairperson  
7 Dave Lienau at 5:35 P.M.

8  
9 **Present:** Chairperson Lienau, and members Scott Baker, Shane Solomon, Marge Grutzmacher,  
10 and Don Howard.

11  
12 **Excused:** Eric Lundquist and Nate Bell

13  
14 **Others:** Laddie Chapman, Jeremy Ashauer and Mike Helmlich of the Wisconsin Department of  
15 Transportation, Scott DeBaker of Robert E. Lee & Associates and Jordan Zacek.

16  
17 **Staff Members:** Village Administrator Zeke Jackson and Assistant Administrator Janal Suppanz.

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

20 Lienau asked if anyone wished to comment regarding a non-agenda item. No one responded.  
21 He then noted that a copy of a letter from Inger Johnson was included in the meeting packets.  
22 In that letter Ms. Johnson indicates that she is opposed to having “lantern-style” streetlights  
23 installed when work is done on the Bay Shore Drive Reconstruction Project.  
24

25 **Approval of the agenda:**

26 *A motion was made by Grutzmacher, seconded by Solomon that the Agenda for the December*  
27 *29, 2014 meeting of the Plan Commission be approved as presented. Motion carried – All ayes.*  
28

29 **Approval of minutes as published:**

30 **As to the minutes for the November 25, 2014 meeting of the Plan Commission:**

31 *A motion was made by Solomon, seconded by Baker that the minutes for the November 25,*  
32 *2014 meeting of the Plan Commission be approved as presented. Motion carried – All ayes.*  
33

34 **Business Items:**

35 **Item No. 1. Public Hearing on amending and recreating §66.0808 of the Zoning Code –**  
36 **Noise Levels In Various Zoning Districts; Consider a motion to discuss and make a**  
37 **recommendation to the Village Board for Action:**

38 Section 66.0808 of the Zoning Code states that any activity or operation of any use producing  
39 noise, other than ordinary vehicular noise, shall be conducted so that no noise from the activity  
40 or operation exceeds the following limits at any point off the lot on which the use is located:  
41 residential districts – 65 decibels, and business districts – 70 decibels. A number of complaints  
42 were received that the provisions of §66.0808 was not realistic, and this issue was referred to  
43 the SBAA and the Parks Committee with a request that recommendations for proposed  
44 amendments be formulated. Copies of the minutes for the meetings at which this issue was  
45 addressed were included in the meeting packets. The Parks Committee has recommended that  
46 the Village’s noise regulations be amended in such fashion that they state that variable noise  
47 levels of 85 decibels which last longer than 30 seconds when measured at the lot line will not  
48 be allowed. The SBAA recommended that a 10:30 P.M. time limit be established for playing of  
49 outdoor music, and the Parks Committee concurred.  
50

1 At 5:44 P.M. Lienau called the public hearing on amending and recreating §66.0808 of the  
 2 Zoning Code – Noise Levels in Various Zoning Districts, to order. At 5:46 P.M. he asked if  
 3 anyone wished to comment regarding the proposed amendments, and when no one responded  
 4 he declared that the hearing was officially closed.

5  
 6 A motion was made by Grutzmacher, seconded by Baker that the Plan Commission  
 7 recommends that the proposed amendments to §66.0808 of the Zoning Code – Noise Levels in  
 8 Various Districts, which were reviewed at this meeting, be approved as presented. Motion  
 9 carried – All ayes.

10  
 11 **Item No. 2. Consider a motion to approve a Certified Survey Map for the Good Samaritan  
 12 Society – Scandia Village property:**

13 A draft of a Certified Survey Map which depicts dedication of the right-of-way for the Scandia  
 14 Village Expansion Project was included in the meeting packets and the Commission members  
 15 jointly reviewed that document.

16  
 17 A few complaints were received that the intersection of Canterbury Lane and Applewood Road  
 18 does not seem to be sized appropriately for large trucks, and as per the Commission's directives  
 19 Jackson requested that Chris Hecht, the Fire Chief, take a fire truck up there to see if the  
 20 complaints were justified. Chief Hecht complied with that request, and did not have any issues  
 21 turning the fire truck around in the intersection.

22  
 23 A motion was made by Lienau, seconded by Howard that the Plan Commission recommends  
 24 that the Certified Survey Map for the Good Samaritan Society – Scandia Village property which  
 25 was reviewed at this meeting be approved as presented. Motion carried – All ayes.

26  
 27 **Item No. 3. Consider a motion to approve a Certified Survey Map for the property which is  
 28 commonly referred to as the Old Helm's Cottage Lot which is owned by the Village of Sister  
 29 Bay:**

30 The members of the Administration Committee and the Parks, Properties and Streets Committee  
 31 have requested that they be allowed to create a new set of lots on the property which is  
 32 commonly referred to as "The Old Helm's Cottage Lot" in order to facilitate 6(f) conversion of  
 33 parcels which were obtained with Stewardship Grant funds. The DNR and the Federal Parks  
 34 System require a "land for land" swap in circumstances such as this, and a proposed Certified  
 35 Survey Map was included in the meeting packets. Lot 1 will have a 6(f) conversion restriction  
 36 on it, and the Village intends to create a public parking lot on that property. There is a  
 37 developer who is interested in purchasing Lot 2. A condition of the sale will be that the  
 38 developer construct public restrooms and changing facilities on Lot 2 and deed them back to  
 39 the Village.

40  
 41 A motion was made by Baker seconded by Grutzmacher that the Plan Commission  
 42 recommends that the Certified Survey Map for the property which is commonly referred to as  
 43 the Old Helm's Cottage Lot which is owned by the Village of Sister Bay be approved as  
 44 presented. Motion carried – All ayes.

45  
 46 **Item No. 4. Consider a motion to discuss and recommend to proceed to public hearing -  
 47 §66,1055(1)(e) – Permitted Façade Materials:**

48 After the last meeting Jackson did some more research regarding the Village's architectural  
 49 review criteria and determined that §66.1055(d) of the Zoning Code states that the Plan  
 50 Commission may modify any of the standards in the Site Plan and Architectural Review criteria

1 by a  $\frac{3}{4}$  majority vote of the Commissioners, but only if supplemental design elements or  
2 improvements are incorporated into the project which compensate for the modifications. Since  
3 this provision already exists, the Commission members determined that it would not be  
4 necessary for them to consider amendments to §66.1055(1)(e).

5  
6 **Item No. 7. Report by the Zoning Administrator regarding development activities, various  
7 enforcement actions, and issuance of Sign and Zoning Permits:**

8 Jackson gave the following oral report:  
9

10 • **Permits/Enforcement Actions:**

11 A Zoning Permit has been issued to Steve Thomas for an addition to his building on  
12 Country Walk Drive.  
13

14 **Item No. 6. Discussion regarding matters to be placed on a future agenda or referred  
15 to a committee, Village official or employee:**

16 *There were no matters to be placed on a future agenda or referrals to a committee, Village  
17 official or employee.*  
18

19 **Adjournment:**

20 *A motion was made by Grutzmacher, seconded by Baker to adjourn the meeting of the Plan  
21 Commission at 6:10 P.M. Motion carried – All ayes.*  
22

23 Respectfully submitted,

24 

25 Janal Suppanz,  
26 Administrative Assistant

1                                   **SBAA BOARD OF DIRECTORS MEETING MINUTES**  
2                                   **THURSDAY, JANUARY 8, 2015**  
3                                   **SISTER BAY ADVANCEMENT ASSOCIATION COORDINATOR'S OFFICE**  
4                                   **10668 N. BAY SHORE DRIVE**  
5                                   **(APPROVAL PENDING)**

6  
7     *The January 8, 2015 meeting of the Sister Bay Advancement Association Board of Directors*  
8     *was called to order by President Drew Bickford at 8:02 A.M.*  
9

10   **Present:** President Bickford, Ron Kane, Steve Gomoll, Windy Bittorf, James Larsen, Jessica  
11   Grasse, Nora Zacek, Jeannie Hoffman, Tonya Crowell and Casey St. Henry.

12  
13   **Staff Members:** Paige Funkhouser, SBAA Coordinator, and Janal Suppanz, Secretary.

14  
15   **Excused:** Heidi Hitzeman and Larry Gajda

16  
17   **Others:** Barb Luhning, Nate Bell and Kevin Voss

18  
19   **Business Items:**

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

21   *A motion was made by Hoffman, seconded by Zacek, that the Agenda for the January 8,*  
22   *2015 meeting of the SBAA Board of Directors be approved as presented. Motion carried –*  
23   *All ayes.*  
24

25   **Item No. 2. Approval of the minutes for the December 4, 2014 meeting of the SBAA**  
26   **Board of Directors:**

27   *A motion was made by Gomoll, seconded by Kane that the minutes for the December 4,*  
28   *2014 meeting of the SBAA Board of Directors be approved as presented. Motion carried –*  
29   *All ayes.*  
30

31   **Item No. 3. Presentation by DC Broadband – Village WiFi:**

32   Nate Bell and Kevin Voss of DC Broadband made an oral presentation regarding  
33   installation of new Village-wide WiFi services. More people now have WiFi enabled  
34   phones and devices, and Bell and Voss believe this is a service which would be well  
35   received. It would also alleviate overuse of existing broadband which is provided by local  
36   businesses. At this point Bell and Voss are not prepared to give cost estimates, but if the  
37   determination is made that there is interest in the services they could provide, they would  
38   be willing to meet with the Board members as well as Village officials to discuss  
39   particulars.

40  
41   *A motion was made by Bickford, seconded by Zacek that the SBAA Board of Directors*  
42   *recommends that Village officials pursue and investigate all aspects of installation of Village-*  
43   *wide WiFi services. Motion carried – All ayes.*  
44

45   **Item No. 4. Financial Report:**

46   The SBAA's laptop is currently having major "issues" and Bittorf and Suppanz were unable  
47   to get Quick Books to open on Monday evening. Therefore, no financial reports are  
48   available at this time. A new laptop has been ordered, and, if possible, the malfunctioning

1 laptop will be repaired so that there is a “backup” computer.

2  
3 **Item No. 5. Coordinator’s Report:**

4 Funkhouser’s Coordinator’s Report was included in the meeting packets and the Board  
5 members jointly reviewed that document.

6  
7 The Governor’s Conference on Tourism will be conducted from March 15 through 17,  
8 2015 in LaCrosse. Bickford and Funkhouser will attend that conference on behalf of the  
9 SBAA.

10  
11 The movie “The Princess Bride” was presented at Bier Zot as a fundraiser for Film Fest, but  
12 it was not well attended. Proceeds of approximately \$100 were realized.

13  
14 Room tax collections were down for the month of October.

15  
16 **Item No. 7. Seminar Promotion and Organization:**

17 Funkhouser has been doing research regarding economic development seminars which  
18 could be conducted for the members of the business community, and has discovered that  
19 Fox Valley Tech will be offering several entrepreneurial seminars. Casey St. Henry of  
20 Thrivent Financial and Barb Luhning of 3W Design Group have also informed her that they  
21 would be willing to coordinate seminars for the members of the business community. She  
22 believes it would be best to conduct the seminars during the winter months. If the Board  
23 members believe this would be a good thing, she would be willing to send out e-mails to  
24 all the SBAA members regarding registration opportunities.

25  
26 St. Henry confirmed that Thrivent Financial regularly conducts free financial seminars at  
27 local businesses. He would be happy to provide more information to Funkhouser.

28  
29 Luhning indicated that she believes there is now an excellent opportunity for Sister Bay  
30 business owners to reach out to the LGTB Community and millennials. She then presented  
31 a video which was created by Denise Cawley from Circore Creative. In that video Cawley  
32 indicates that she is very well connected throughout the state and the nation, and if the  
33 SBAA wants to offer training which will allow Sister Bay business owners to be open,  
34 welcoming and respectful to the members of the LGTB community she would be happy to  
35 help organize classes. There are a number of LGTB couples who are planning weddings,  
36 and she believes Sister Bay would be an excellent venue for those events. If this “forward  
37 thinking” approach is taken it could open a number of doors for other business  
38 opportunities in Sister Bay.

39  
40 *It was the consensus that Funkhouser shall send an e-mail to all the SBAA members*  
41 *concerning the possibility of conducting some or all of the previously mentioned seminars*  
42 *to see if there is sufficient interest. She will report her findings at a future meeting(s).*

43  
44 *At 9:30 A.M. Crowell and St. Henry indicated that they had other engagements and left the*  
45 *meeting.*

46  
47 **Item No. 6. Personnel Committee Report:**

48 The Personnel Committee members are working on preparing revised job descriptions for  
49 SBAA employees. When those documents are completed they will be presented to the

1 Board members for review and comment.

2

3

### **New Business**

4

#### **Item No. 8. 2015 Budget approval:**

5

A draft of the SBAA's Budget for 2015 was included in the meeting packets, and the Board members jointly reviewed that document.

6

7

8

*A motion was made by Kane, seconded by Gomoll that the SBAA's 2015 Budget is approved as presented. Motion carried – All ayes.*

9

10

11

#### **Item No. 9. Discussion regarding festivals and special events:**

12

13

- **Festival Committee Selection:**

14

The Board members all serve on one or more festival/special event committees, and the following committee assignments were made:

15

Film Fest – *Heidi Hitzeman*

16

Easter Egg Hunt – *Jeannie Hoffman and Jessica Grasse*

17

The Goat Parade – *James Larsen*

18

Sip & Savor/Paddlefest – *Tonya Crowell*

19

Concerts In the Park – *Steve Gomoll & Windy Bittorf*

20

Festival of the Arts – *Ron Kane*

21

Peninsula Century Bike Ride – *Steve Gomoll*

22

Fall Fest –

23

Activities and Games – *Drew Bickford*

24

Music and Volunteers – *Casey St. Henry and Larry Gajda*

25

Capture The Spirit – *Nora Zacek*

26

27

28

- **Ice Out Contest:**

29

*It was the consensus that the Ice Out Contest should again be conducted.*

30

*Funkhouser will make the necessary arrangements ASAP.*

31

32

- **DC Short Film Fest:**

33

Funkhouser will be meeting with Chris Opper to discuss logistical issues associated with the Short Film Fest, and will provide an update at the next meeting.

34

35

36

- **“Midwest Sunsplash”:**

37

Funkhouser recently met with Pita, the lead singer of *Unity*, concerning the possibility of conducting *Midwest Sunsplash* in Sister Bay on the same weekend as

38

the Festival of the Arts. Pita and his associates should be providing a proposal to

39

Funkhouser in the near future, and she will keep the Board members advised of the

40

status of this issue.

41

42

### **Old Business**

43

#### **Item No. 10. Discussion regarding membership:**

44

The deadline for submission of membership forms and fees was December 31, 2014, but there are some business owners who have not renewed their memberships yet. Ron Kane and Funkhouser will be making membership calls later this month.

45

46

47

48

49

1 **Item No. 11. Village Marketing Committee update:**

2 The Village's Marketing Committee will now be focusing on planning several smaller  
3 events to be conducted over the course of the summer as the Performance Pavilion may  
4 not be accessible. (Work will be commencing on the Beach Expansion and the Line Burial  
5 Projects.)  
6

7 **Item No. 12. Bay Shore Drive update:**

8 **Item No. 13. Waterfront Park development update:**

9 Work will commence on the Line Burial Project sometime in February, but work cannot  
10 commence on the Beach Expansion Project until written confirmation has been received  
11 that grant funds were awarded.  
12

13 *The next meeting of the SBAA Board of Directors will be conducted on Thursday, February*  
14 *5, 2015 at 8:00 A.M.*  
15

16 **Adjournment:**

17 *A motion was made by Kane, seconded by Bittorf to adjourn the meeting of the SBAA*  
18 *Board of Directors at 10:25 A.M. Motion carried – All ayes.*  
19  
20

21 Respectfully submitted,

22 

23 Janal Suppanz, Secretary

1 DOOR COUNTY TOURISM ZONE  
2 COMMISSION and EXECUTIVE COMMITTEE MEETING  
3 Minutes of December 18, 2014 9:00 a.m.  
4 Town of Gibraltar Fire Station  
5

6 **ACTION ITEMS:**

7 **Starr moved and Weddig seconded to approve the agenda as submitted. Motion carried.**

8 **Weddig moved and LeClair seconded to approve the November 20, 2014 minutes as corrected.**  
9 **Motion carried.**

10 **Weddig moved and Le Clair seconded to approve logo number one as presented. Motion carried.**

11 **Starr moved and Le Clair seconded to approve reports and payables plus receipts. Motion**  
12 **carried.**

13 **Starr moved and Weddig seconded to approve the Financial Policy as corrected. Motion carried.**

14 **Starr moved and Weddig seconded to approve the 2015 DCTZC budget. Motion carried.**

15 **Le Clair moved and Starr seconded to approve the 2015 Kerber Rose Engagement Letter. Motion**  
16 **carried.**

17 **Consider motion to convene into Closed Session pursuant to Wisconsin State Statutes, Section**  
18 **19.85(1)(a)(f) or (g) to conduct the Administrative Assistant annual review and to discuss**  
19 **employee compensation. To confer with legal counsel for the governmental body who is**  
20 **rendering oral or written advice concerning strategy to be adopted by the body with respect to**  
21 **litigation in which it is or likely to become involved; to wit: enforcement actions against**  
22 **lodging providers who have failed to obtain lodging permits and to timely remit monthly room**  
23 **tax report and tax payments. Starr moved to convene into Closed Session as per statutes named;**  
24 **Weddig seconded. Motion carried.**

25 **Starr moved and Weddig seconded to reconvene into Open Session. Motion carried.**

26 **Weddig moved and Le Clair seconded that Roberts direct Attorney Van de Castle to pursue the**  
27 **current legal strategies as discussed in Closed Session. Motion carried.**

28 **Weddig moved and Le Clair seconded to approve the compensation changes for the**  
29 **Administrative Assistant to \$18.50 an hour. Motion carried.**

30 **Starr moved and Le Clair seconded to adjourn at 11:45 AM. Motion carried.**

---

31 **Committee Members Present by Roll Call:** Fred Anderson, Josh Van Lieshout, Jeff Larson, Myles  
32 Dannhausen, Nancy Robillard, Bill Weddig, Dick Skare, Elizabeth Le Clair, Frank Forkert, Chuck  
33 Tice, Nora Zacek, Bob Starr, and Richard Briggs.

34 **Excused:** Mary Boston, Dave Holtz, Bryan Nelson, and Tom Olsen

35 **Absent:** Mike Johnson, Keith Krist, Zeke Jackson, Dennis Statz, and Deb Jeanquart.

36  
37 **Also in Attendance:** Jack Moneypenny/DCVB, Michelle Rasmussen/DCVB, Jon Jarosh/DCVB,  
38 Phil Berndt/DCVB, **Zizzo Group Staff** (Ann Zizzo, Sue Colegrove, Sara Johansen and Michelle  
39 Sieg), and Kim Roberts / **Administrative Assistant DCTZC.**

40 **Call to Order**

41 Chair Van Lieshout called the meeting to order at 9:00 a.m. Due to a lack of quorum of the full  
42 Commission an Executive Committee meeting was called to order.

43 **Approval of the Agenda**

44 **Starr moved and Weddig seconded to approve the agenda as submitted. Motion carried.**

1  
2  
3 **Approval of the minutes of November 20, 2014**  
4 **Weddig moved and Le Clair seconded to approve the November 20, 2014 minutes as corrected.**  
5 Motion carried.

6 **Report by the Door County Visitor Bureau on Marketing Efforts**  
7 Moneypenny noted that lobby traffic was down 4.9% year to date and that he would be watching  
8 the numbers closely. He added that sixty (60) to sixty one (61) thousand people have come  
9 through the visitor center year to date; not an insignificant amount of traffic. Moneypenny went  
10 on to say that the website was up twenty percent (20%) with unique visits.

11 Jarosh recapped the fall season with the fall media tour coordinated by Zizzo group. He added  
12 that this was the second tour of the year the first being the cherry themed tour. The tour ran from  
13 September 6 through October 19 incorporating six (6) TV interviews, three (3) print articles and  
14 nine (9) online stories. The tour resulted in impressions of twenty nine million (29,000,000) people  
15 and forty one thousand dollars (\$41,000) in ad value.

16 Jarosh updated the Commission on the success of the Capture Door County program. He said that  
17 it continues to harbor great interaction with photo challenges and votes. He went on to talk about  
18 the Big Bundle Up program that collects warm weather clothing to be distributed by the United  
19 Way. He finished his update by adding that there would be a premiere of a new Sturgeon Bay  
20 episode of the television program Around the Corner with John McGivern. The show will  
21 premiere at Third Avenue Playhouse with a 5pm reception and 6pm viewing of the program on  
22 Wednesday February 4, 2015.

23 Rasmussen noted that web traffic continued the positive trend of success. November brought  
24 another month of significant year over year increases. Organic search visits increased the most by  
25 19.58% from November from 26,018 to 31,113. Year over year we are roughly 17% over last year  
26 for visits and nearly 16% for unique visits. Total visits for November were 49,659 versus 42,477, a  
27 16.91% increase, Rasmussen said.

28 Rasmussen added that the forty thousand dollar (\$40,000) JEM grant from the State of Wisconsin  
29 was presented by Senator LaSalle and will be used for the website redesign. She went on to say  
30 the majority of the advertising and marketing has been completed for the year. Winter guides are  
31 on stands and with Paper Boy for distribution and the 2015 Visitor Guide has gone to print.

32 Weddig inquired about the Geo Profile Report. He asked why they thought Sturgeon Bay ranked  
33 so high on the number of visits. Rasmussen felt that lodging providers were referring visitors  
34 during their stay to the site.

35 Larson asked about how the work was split between the Zizzo group and Geiger. Jarosh replied  
36 that Zizzo is responsible for the Wisconsin Broadcast Media, TV in particular and Geiger is  
37 responsible for the travel writer campaigns.

38 Van Lieshout inquired about the top performing pages and he asked about the order of the top  
39 performing pages. He inquired if the order was correct. Rasmussen replied yes. Van Lieshout  
40 went on to say that it was a flip from the summer time were we typically see "Where to Stay" as  
41 the top performing page. He asked if the change meant that folks want to come during the winter  
42 and will come if there are things to do. Rasmussen replied that one could speculate that. He  
43 asked if she could see exactly what they are looking at. Anderson added that people are traveling  
44 with devices, and that we encourage people to check our doorcounty.com for things to do. He felt  
45 that it had to have something to do with the numbers. Van Lieshout summed it up as that it could  
46 people that are already here checking out what to do as opposed to people at home looking at the  
47 events calendars.

48

1  
2 **DCVB 2015 Strategic Plan Presentation**  
3 Moneyppenny began the presentation by thanking Zizzo group for joining us for the meeting and  
4 asked Ann Zizzo to introduce her team. Zizzo introduced Sue Colegrove, who oversees media  
5 planning and placement. Sarah Johannson, who is the liaison to the Door County Visitor Bureau,  
6 and Michelle Sieg, who is the creative director for Zizzo Group.

7 Moneyppenny went over the overview of the plan. He reviewed 2014 and the key initiatives.  
8 There was a change of agencies about this time last year. Zizzo group took on the plan that was  
9 already approved. They built out the framework of the plan. We were hung-up on the maritime  
10 theme and have refocused the theme as water centric.

11 Out of home tactics in 2014, the charging stations in Madison and Milwaukee malls generated ten  
12 thousand Visitor Guides taken in both spots over three months. Media planning was strategic  
13 and research based leading to digital billboards placements along the roadways of Chicago and  
14 Milwaukee along with :30 and :15 TV spots went into rotation during the traditional American  
15 vacation planning months of March-May.

16 A creative campaign with large visuals and minimal copy was launched across magazine ads,  
17 multiple page inserts and outdoor and online advertising. The line, "see Door County through  
18 your own lens," was both a nod to the borrowed Door County imagery and a call to action.  
19 Moneyppenny went on to say that social media showed growth and continued to climb through the  
20 spark of two way conversations. Email marketing campaigns continued to be strong with the  
21 redesign and a new approach to copy.

22 Moneyppenny went on to speak to the objectives for 2015: Increase room tax collection by 3% (he  
23 noted off actual numbers), increase operating revenue by 2%, positively impact travel decisions of  
24 regional and national audiences by increasing awareness of the Door County brand experience,  
25 provide a positive experience for every Door County visitor through a customer service culture,  
26 unify Door County and its nineteen (19) communities through leadership and knowledge,  
27 including industry trends, market research, product development and sustainable tourism, and  
28 strengthen the Tourism Zone partnership through increased memberships and improved  
29 participation of members.

30 Moneyppenny then turned the discussion over to Anne Zizzo. Zizzo introduced herself and  
31 provided some background. She happily noted that the firm has reached its one (1) year mark  
32 with Door County. Zizzo group is a national firm that represents the Milwaukee Brewers and  
33 Marquette University to name a few.

34 Zizzo reviewed the travel trends to watch for 2015: Multigenerational travel, celebration  
35 destinations, mid week travel and the 36 hour getaway. She noted that these trends are ways for  
36 Door County to stay current and connect with consumers.

37 Sara Johansen spoke to the decision making process. Johansen noted that the process no longer  
38 ends with the vacation. Opinions are quickly formed during a traveler's vacation experience.  
39 They quickly spread the word through referrals, writing reviews and sharing images on social  
40 media pages. During this stage, the traveler's experience plays a vital role in their decision to  
41 return and their ability to influence others with a credible voice back at the awareness phase. She  
42 went on to say the target hasn't changed; the primary audience is adults 35-64 (generation  
43 x'ers/baby boomers) and the secondary audience is adults 25-34 (millennial's). She added that  
44 there are additional traveler subsets such as LGBT travelers, group travel that focuses on unique  
45 themed travel experiences, and the social traveler (those who share their best moments via key  
46 social media platforms).

47 Michelle Sieg, creative director for Zizzo, took over to speak about the advertising campaign for  
48 2015. Sieg said that after many successful years of the tagline touting Door County as a

1 destination, "like nowhere else" the DCVB had selected a new mantra, tagline and look and feel  
2 for the 2015 advertising campaign. The mantra, "Mind, body, spirit, Door County" serves as the  
3 DCVB internal rallying cry and the platform for the consumer facing creative elements. The  
4 external tagline, "See yourself in our light" allows the DCVB to speak directly to visitors and invite  
5 them to feel better and grounded. She added that they will continue with bold images, less copy  
6 and bold call to action.

7 Jarosh took over to speak about public relations. Jarosh said the media marketing will continue  
8 with Geiger & Associates for 2015. Eight (8) press trips are scheduled with the first trip in  
9 February. Jarosh added that media support will continue to be handled by him as a day to day  
10 function of his job. The travel show, hosted by Jarosh, will conduct seasonal "round up" shows for  
11 2015. Jarosh will continue to manage the Capture Door County contest and online community at  
12 CaptureDoorCounty.com. To date between 1,400 and 1,500 books were sold in the last year.

13 Rasmussen spoke to the media approach. She detailed that the approach would be a multi  
14 dimensional integrated media plan that delivers ongoing messaging. She said that media will  
15 include print, digital, television, digital, mobile and outdoor. Timing of media placement is based  
16 on key season promotion time periods when we can best influence leisure travel decision making,  
17 with most consideration given to our target market, which makes decisions 2-3 months ahead of  
18 travel. And six (6) weeks out for the secondary target market. She went on to say the heaviest  
19 promotion will take place in February - May, with a secondary media push in September and  
20 October. The primary market focus is those within a five (5) hour driving distance: These include  
21 Chicago, Milwaukee, Madison and Green Bay.

22 The digital plan highlights for 2015 include TripAdvisor.com, Midwest Living, TV stations and  
23 radio with the addition of Pandora. With regards to TV, it will continue running in Milwaukee,  
24 Madison, Green Bay and Chicago/Northern Illinois. There are two changes for Milwaukee and  
25 Madison. The first being the addition of :15 spots to provide greater spot frequency; and secondly,  
26 the addition of broadcast TV, with a reduced number of on air weeks.

27 Money Penny added that the new :15 and :30 commercials are being worked on and interviews for  
28 voice talent are taking place and the hope is that the commercials will be ready by March 1<sup>st</sup>. The  
29 broadcast spots will run during news hours, not taped show periods. Milwaukee and Madison  
30 will have both broadcast and cable spots; television will run a 6 week schedule of :30 and :15 spots  
31 running in cable and new this year, the addition of broadcast TV. Cable will be repeated in  
32 Chicago and Green Bay which will include :30 spots running on cable TV. In Chicago, the ability  
33 to geographically target with cable and the success of post Request for Information advertising will  
34 also remain.

35 Digital outdoor boards will again be placed in Milwaukee and Chicago positioned in highly  
36 trafficked areas on interstates. They will run five days a week, Wednesday through Sunday which  
37 will be staggered with a three (3) week on and one (1) week off pattern, February through April.

38 Print media, per Rasmussen, is evolving; the mature primary audience still enjoys and utilizes  
39 print media. The 2015 plan is a well rounded approach with Midwest Living, Wisconsin Gazette,  
40 Experience Wisconsin and Our Lives.

41 She went on to discuss the website, which is a key marketing initiative that all marketing efforts  
42 rely on. The site has become intuitive. The website will be rebranded, rebuilt and re-launched as  
43 the Door County digital experience. She added that the site really will be three (3) sites in one:  
44 "Travel by season", "Travel by Where to Stay" and "Psychographic". The site will offer user  
45 profile options that will also users to save information. Bloggers will continue to be a part of the  
46 site, although refined to speak to not only specific niches but also lifestyles.

47 Rasmussen moved on to social media. She said that social media keeps Door County relevant by  
48 the continuous engagement via the likes, shares and talking about Door County. New initiatives

1 include Snapchat and Vine. The E-newsletter had a great year resulting in open rates that  
2 informed a loyal group of readers of events, products and services available in Door County, to  
3 encourage visitors year-round. In 2015, there will be testing to gauge headline and image  
4 effectiveness. Rasmussen stressed that they are watching who opens what and what they open  
5 will help define future topics for the E-Newsletter. She went on to discuss search engine  
6 marketing. Monitoring, searching and adjusting will continue to be a key initiative to determine  
7 what people are searching through keywords and searches.

8 Marketing goals for 2015, Rasmussen said, will aim to increase the number of web visits on Door  
9 County.com by two percent (2%). She then moved on to group sales. She mentioned that group  
10 travelers are now traveling in smaller groups, shorter trips with narrowly focused niche tours.  
11 Meeting/Event marketing and sales, such as weddings, leads are off the chart, she said.

12 Berndt took over to discuss membership by discussing that it his goal to advance the mission of the  
13 DCVB. In order to retain members, currently at seven hundred (700), Berndt plans to utilize  
14 communication through the member newsletter, which has an above industry standard open rate.  
15 In addition to the member newsletter, Berndt discussed social media, partner outreach and  
16 educational and networking opportunities for members. In discussing new members, he spoke to  
17 the new dual membership with the City of Sturgeon Bay and felt that it was working well. Berndt  
18 went through his goals for 2015 which included keeping membership at seven hundred (700),  
19 hold four (4) networking events, hold four (4) educational programs, and hold monthly open  
20 houses so that members can make the most out of their memberships and to deliver a member to  
21 member newsletter twenty (20) times a year. He added that they would be adding another dual  
22 membership community to beta test the membership model.

23 Money Penny shared the Administrative Plan for the DCVB for 2015: To continue to educate and  
24 provide fresh uniforms to the information specialists in the Welcome Center, the continuation of  
25 the CTA program, continue to have Lobby traffic and phone inquiries meet goal, dual membership  
26 testing, receive a clean audit, development of employee dorms, and the continuation of the DCVB  
27 on the go and update the crisis plan.

28 Money Penny elaborated on the employee dorm program. He said that he had heard from  
29 members that affordable housing for employees ranks as one of the largest concerns. Money Penny  
30 reached out to a dorm developer in Madison. The hope is that one dorm would be up by May  
31 2016. He said that he didn't see a concentration of multiple dorms in one place but rather spread  
32 throughout the county which would in turn draw more employees to the area.

33 Weddig asked if the dorms would be open year round. Money Penny said no. Wedding continued  
34 by asking if there would be the ability to cook in the dorm rooms. Money Penny said no, but on  
35 every floor there would be a kitchen and the rooms would have a fridge. Anderson added that the  
36 Wisconsin Dells has seen a growth in the businesses that support the dorms kids such as taxis,  
37 Laundromats and pizza restaurants.

38 Money Penny said that the Wisconsin Dells will have four (4) dorms built by May 2015. He said  
39 that they have had no problems or incidents but security is on campus and there are strict rules.

40 Dannhausen felt that there are a lot of vacant homes such as the Town of Egg Harbor and that  
41 maybe a subsidy should be generated to save homesteads and use them for employee housing.

42 Money Penny asked who would subsidize. Dannhausen said he didn't know. Money Penny went  
43 on to say that the builder who he is in talks with actually finances the project. Dannhausen said  
44 that vacant home owners would be able to bring their homes up to code and also generate the local  
45 economy. He felt that it needed to be looked at from a different perspective; there are other ways  
46 to provide housing.

47 Money Penny continued by saying at the end of the day, the affordability of summer lodging for  
48 employees has to be affordable and he questioned if homeowners would be able to make the

1 vacant homes habitable and affordable. He added that he had toured the model of the dorm and  
2 really liked it.

3 Van Lieshout asked about the three (3%) percent increase in room tax as an objective for 2015 and  
4 what the number would look like if were a "stretch" goal. Money Penny replied four and a half  
5 (4.5%) percent, but cautioned that the three (3%) percent goal was based on the budget to meet  
6 expenses. He didn't want to overstretch the goal and not have enough money to pay for  
7 marketing. Van Lieshout said maybe we look at revenues, three (3%) percent is good, but what is  
8 great. Money Penny replied that good steady growth is best. He added that the county is up  
9 between eight (8) to nine (9) thousand room nights. And he said that his board is looking at  
10 occupancy for growth. Occupancy drives rooms in the county and the board is not relying on  
11 ADR to get to goals.

12 Anderson felt that until we can create pressure for rates, three (3%) percent is a solid number. He  
13 added that the ADR is not set by the DCVB and had virtually not changed, he used October as an  
14 example, which was up one (1\$) dollar over LY.

15 Dannhausen said that we don't have sustainable economic development and that until we do we  
16 won't see statistics go anywhere. He added that we can't have supporting business open without  
17 residents. He went on to say that local contractors should be hired for local building. Make a  
18 difference in economic base of the community and the stimulated economy will get heads in beds.  
19 Money Penny replied that five hundred (\$500,000.) thousand dollars a year are spent locally by the  
20 DCVB of that total, about sixty (\$60,000) goes to Baylakes Information Systems not to mention local  
21 printers, etc.

22 Van Lieshout asked Money Penny about the technology part of the plan on page thirty nine (39).  
23 He asked if the concerns from visitors over connectivity shortcomings would be addressed. He  
24 went on to say that a letter had been sent from the DCTZC to the DCEDC Technology Council. He  
25 asked if the DCVB was in contact with the DCEDC to help resolve the issue. Money Penny said he  
26 didn't sit on the council, that he felt he had to do more than attend meetings. He said that he was  
27 in touch with Chaudoir.

28 Weddig stressed that customers complain of the poor cell service and that it was critical because  
29 people say that they would have stayed longer. Money Penny asked how do you look at it, do you  
30 go to town boards? Weddig said that he is under a tower in the town of Gibraltar and it's not  
31 helping the problem. He stressed that a resolution would increase overnight stays. Dannhausen  
32 added that no one is willing to fix the problem. Starr said more than likely town boards won't  
33 have an effect that the issue is driven by the volume of business. Rasmussen added that Wi-Fi  
34 hotspots should be encouraged. Berndt said that it boils down to providers. He went on to say  
35 that Chippewa Falls brought in WI-FI and opened up broadband area to enable check-in for those  
36 who were visiting.

37 Forkert noted that connectivity is market driven. Liberty Grove has decided to put up another  
38 tower. Municipalities have to have a place in this discussion. He went on to say people won't stay  
39 in the county long if they can't connect and check in back home. He continued by saying that by  
40 adding another tower Liberty Grove is hoping to bring more income to the community; an  
41 educated community and municipality can drive economics, Forkert said.

#### 42 **Report from Administrative Assistant on current activities, projects and issues associated with** 43 **permitting new members**

44 Roberts reported that for the report month of September she sent out forty (40) "No Report" letters  
45 to owner managed properties. As of December 8, 2014, ten (10) no reports remain for the month of  
46 September. Unpaid taxes, fees and interest amount to two thousand one hundred dollars and  
47 ninety five cents (\$2,100.95) as of November 12, 2013 from twelve (12) permit holders. Roberts

1 noted that one thousand six hundred twenty and eighty two cents (\$1,620.82) are from one  
2 property that is contesting the interest and penalties and is to be discussed in closed session.

3 Four (4) permits were issued since the November meeting and Roberts reported that she is  
4 currently at work on three (3) unpermitted properties through compliance.

5 Roberts discussed that the website overhaul is underway with Town Web Design and a part of the  
6 update is a new logo for the DCTZC. Roberts presented two options for the logo. Some felt the  
7 logos looked too much like other logos around the county and others felt the round seal of the  
8 presented logo communicated the official capacity of the DCTZC. **Weddig moved and Le Clair**  
9 **seconded to approve logo one.** Motion carried.

10 Roberts mentioned that she included the 2015 schedule for meetings and noted that the March  
11 2015 meeting would be held a week later in 2015 to try and boost attendance as it is a time that  
12 many vacation for Spring Break. She went on to say that the letter that was requested at  
13 November's meeting to the DCEDC Technology Council was included in the report.

14 Van Lieshout spoke to the backend of the DCTZC reporting system; he felt that there are enough  
15 issues that is it eroding at the credibility of the DCTZC. He felt that improvements to the collection  
16 system and efforts to make it more reliable would pay off over time. Moreover, he felt more  
17 people would be inclined to file online which would make the system more efficient and less labor  
18 intensive on the back end. He went on to say that a relational database needs to be built so that  
19 everything is in real time. He added that an RFP is in the works, but in the meantime he would be  
20 meeting with Baylakes Information Systems to see if they are capable and interested in taking the  
21 programming to the next level. Weddig felt that it was really important that the data can be  
22 utilized and extracted in usable formats. Van Lieshout felt confident that the fund balance is in  
23 sufficient standing to cover upgrades. Forkert added that Roberts has done a great job.

#### 24 **Discussion on Current Comparable Occupancy numbers**

25 Lensert noted that September had gone up to 4.2% and although October to date was down -1.1%,  
26 reporting showed that available rooms were off ten thousand (10,000) rooms.

#### 27 **Consideration of approving reports and payables plus receipts**

28 **Starr moved and Le Clair seconded to approve reports and payables plus receipts.** Motion  
29 carried.

#### 30 **Approval of Financial Policy**

31 **Weddig moved and Starr seconded to approve the Financial Policy as corrected.** Motion carried.  
32

#### 33 **Approval of 2015 Budget**

34 Van Lieshout advised the Commission that the budget was forecasted flat and the DCVB had  
35 forecasted a 3% increase in collections. Weddig agreed and felt that it was a good idea to plan flat.  
36 Van Lieshout went on to say that the only foreseeable expense for 2015 was the work previously  
37 discussed and it will carry a cost, but it is troubling that permit holders are having difficulty in  
38 reporting tax to the commission. **Starr moved and Weddig seconded to approve the 2015 DCTZC**  
39 **budget.** Motion carried.

#### 40 **Approval of KerberRose Engagement Letter**

41 **LeClair moved and Starr seconded to approve the KerberRose Engagement Letter for 2015.**  
42 Motion carried.

43 **Consider motion to convene into Closed Session pursuant to Wisconsin State Statutes, Section**  
44 **19.85(1)(a)(f) or (g) to conduct the Administrative Assistant annual review and to discuss**  
45 **employee compensation. To confer with legal counsel for the governmental body who is**  
46 **rendering oral or written advice concerning strategy to be adopted by the body with respect to**  
47 **litigation in which it is or likely to become involved; to wit: enforcement actions against**  
48 **lodging providers who have failed to obtain lodging permits and to timely remit monthly room**

1 tax report and tax payments. Starr moved to convene into Closed Session as per statutes named;  
2 Weddig seconded. Motion carried.

3 CLOSED SESSION

4 Consider a Motion to Reconvene into Open Session

5 Starr moved to reconvene into Open Session; Weddig seconded. Motion carried.

6 Weddig moved and Le Clair seconded that Roberts direct Attorney Van de Castle to pursue the  
7 current legal strategies as discussed in Closed Session. Motion carried.

8 Weddig moved and Le Clair seconded to approve the compensation changes for the  
9 Administrative Assistant to \$18.50 an hour. Motion carried.

10 Adjournment

11 Starr moved to adjourn; LeClair seconded. Motion carried.

12

13 Respectfully submitted,

14



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16 Kim Roberts

17 Administrative Assistant

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**WATER, SEWER, AND STORMSEWER  
COMMITTEE MEETING MINUTES  
Tuesday, January 6, 2015  
Sister Bay Fire Station  
2258 Mill Road  
(Unapproved Version)**

10 The January 6, 2015 meeting of the Utilities Committee was called to order by Committee Chair  
11 Patrick Duffy at 7:00 AM.

12  
13 **Present:** Committee Chair Patrick Duffy, and Members Scott Baker and Shane Solomon.

14  
15 **Staff Members:** Village Administrator Zeke Jackson, Utility Manager Steve Jacobson, Utility  
16 Supervisor Mike Schell, Finance Director Juliana Neuman, and Utility Clerk Martha Baker.

17  
18 **Consider a motion to recess until conclusion of Utilities Committee – (WWTP) meeting**

19 *Motion was made by Duffy, seconded by Solomon to recess the meeting until the conclusion of the*  
20 *Utilities Committee – (WWTP) meeting. Motion carried – all Ayes.*

21  
22 *Meeting of the Water, Sewer, and Stormsewer Committee reconvened at 8:25 AM.*

23  
24 **Approval of the Agenda:**

25 *Motion was made by Duffy, seconded by Baker, to approve the January 6, 2015 agenda as*  
26 *presented. Motion carried – all Ayes.*

27  
28 **Approval of the October 7, 2014 meeting minutes:**

29 *Motion was made by Duffy, seconded by Solomon, to approve the October 7, 2014 minutes as*  
30 *presented. Motion carried – all Ayes.*

31  
32 **Public Comments and Correspondence**

33 No comments or correspondence.

34  
35 **Discussion Items**

36 **1. Administrative Related:**

37 **a. Wisconsin Public Service Conventional Rate Case Application**

38 M. Baker reported that the Public Service Commission has been moving right along with the rate  
39 case and will send a finally proposal soon. It looks like there will be a 17% increase in water rates.

40  
41 **b. Fire Protection Charge increase**

42 Neuman reported that the original proposal was a fire protection increase of 15 % on the rates and  
43 17% on fire protection but the PSC is now merging the two so it will be and overall increase.

44  
45 **c. Third Quarter 2014 Financial Report**

46 As presented.

47  
48  
49

1 **2. Water System Related:**

2 **a. #3 Well meter replacement**

3 Jacobson reported that the main meter at the #3 Well is being replaced and will be installed and  
4 calibrated by Energenics in the spring.

5  
6 **b. Standpipe main supply line valve installation**

7 Jacobson reported that the standpipe main supply line valve installation is complete. He said this  
8 will make the operation much more efficient. The cost was \$2,259.00.

9  
10 **c. Upper/Lower Zone pressure 10" check valve removed and new 8" gate valve installed**

11 Jacobson reported that the Upper/Lower Zone pressure 10" check valve has been removed and  
12 new 8" gate valve installed at a cost of approximately \$4,518.00.

13  
14 **d. Customer water line break – 258,000 gallons**

15 Jacobson reported that the Yacht Club of Sister Bay had a water line break which caused them to  
16 lose approximately 258,000 gallons of water. The leak could have existed for a week because the  
17 line froze when the owners forgot to drain it. The customer will be billed for the water.

18  
19 **e. Curb stop repairs**

20 Jacobson reported that four curb stops have been repaired with the help of Harbor Construction.  
21 The customers will bear the cost of the repairs.

22  
23 **f. Seasonal meter out**

24 Jacobson reported that the crew removed approximately one-hundred-forty meters from seasonal  
25 residences. The water is shut off at the curb and the meter removed to prevent freezing and the  
26 customer pays a \$55.00 fee to have it reinstalled.

27  
28 **g. 2015 meter testing and replacement schedule**

29 Jacobson reported that twenty-six meters are due for replacement in Liberty Grove and eighty-six  
30 due for replacement in Sister Bay in 2015. Cross connection inspections will be performed at the  
31 time the meters are replaced.

32  
33 **h. Robert E. Lee water supply study proposal**

34 A Robert E. Lee water supply study proposal draft which would address pressure fluctuation issues  
35 that occur was presented to the committee. Jacobson stated that the committee will need to make  
36 a decision regarding the proposal or return Impact Fees. Neuman reminded Jacobson that we  
37 haven't received information from the engineers regarding reassignment of collected Impact Fees.  
38 Duffy expressed concerns about the cost of installing and maintaining another water tower.  
39 Jackson pointed out there will soon be new development requiring more pressure. Staff will follow  
40 up with the engineers regarding Impact Fees.

41  
42 **3. Collection System Related**

43 **a. Fieldcrest Lift Station vacuum pump replacement**

44 Jacobson reported that the Fieldcrest Lift Station vacuum pump replacement is complete at a cost of  
45 \$1,264.00 from the replacement fund.

46  
47 **b. Portable generator connection replacement**

48 Jacobson reported that the portable generator connections at each lift station have been replaced at  
49 a cost to Sister Bay of \$3,476.00 and a cost to Liberty Grove of \$336.00 for their lift station.

50

1 **c. Flushing and cleaning of all dead-end sewer and water mains for winter**

2 Jacobson reported that the flushing and cleaning of all dead-end sewer and water mains for winter  
3 are completed.

4  
5 **d. File System update – to digital and flat file storage proposal**

6 Jacobson reported that he is working on a file system update. Everything is now in roll files are  
7 tattered and torn. Jacobson is working with R. E. Lee and Associates to get updated maps and for  
8 assistance switching to a flat file system. He would also like to get a digital of each file. Jacobson  
9 would also like to get a G.P.S. system set up for locating sewer and water mains as well as laterals  
10 and curb stops.

11  
12 **4. Stormsewer System Related**

13 **a. None**

14  
15 **5. Extensions**

16 **a. Garot project status**

17 Jackson reported that a development agreement is in the works. Neuman stated that the finance  
18 committee approved \$606,000.00, not \$300,000.00.

19  
20 **b. Scandia Good Samaritan project status**

21 Jackson reported that there was a dedication for the new addition at Scandia. Duffy asked if there  
22 was still a loop in the works. Jacobson stopped by Colin Dahl's office to see if that could get  
23 moving and Dahl tied it to dissatisfaction on Mrs. Hull's part of lighting at Scandia Village. After a  
24 lengthy discussion regarding the Hull transaction it was determined that Jacobson and Jackson will  
25 visit Mr. Dahl together.

26  
27 **c. Department of Transportation project status**

28 Jackson reported that Jacobson found money for reimbursement that was missed by the DOT.  
29 Neuman reported that \$20,000.00 for T.L.E.'s at Gateway Park was received. The money will be  
30 used for the overhead utility burial. Neuman will ask the auditor if the money can go to the T.I.F.  
31 but the board already designated all land sale money to go toward the overhead line burial and  
32 that's in the T.I.F. Jackson stated that the utility work will be sub-contracted through the D.O.T.

33  
34 **6. Matters to be placed on a future agenda or referred to a Committee, Official, or Employee:**

- 35 - Staff will follow up with the engineers regarding Impact Fees.  
36 - Jackson asked that the matter of Stormwater flows behind the Administration building and behind  
37 the Creamery be addressed at the next meeting. Jackson is to write a letter regarding the  
38 stormwater issue behind the Creamery.  
39 - Jacobson and Jackson will visit Mr. Dahl together.

40  
41 **Adjournment:**

42 *A motion was made by Baker, seconded by Duffy, to adjourn the January 6, 2015 meeting of the*  
43 *Water, Sewer, and Stormsewer Utilities Committee at 9:11 AM. Motion carried – all Ayes.*

44  
45 Respectfully submitted,

46 Martha Baker

47 Utility Clerk

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**UTILITIES COMMITTEE - WWTP  
COMMITTEE MEETING MINUTES  
Tuesday, January 6, 2015  
Sister Bay Fire Station  
2258 Mill Road  
(Unapproved Version)**

8 The January 6, 2015 meeting of the Utilities Committee was called to order by Committee Chair  
9 Patrick Duffy at 7:03 AM.

10  
11 **Present:** Committee Chair Patrick Duffy, and Members Scott Baker, Shane Solomon (arrived at 7:06  
12 AM), Frank Forkert, Peter Sauer and Fred Anderson.

13  
14 **Staff Members:** Village Administrator Zeke Jackson, Utility Manager Steve Jacobson, Utility  
15 Supervisor Mike Schell, Finance Director Juliana Neuman, Utility Clerk Martha Baker and Town  
16 Administrator Bud Kalms

17  
18 **Also Present:** Village Consultant Bob Kufrin.

19  
20 **Approval of the Agenda:**

21 *Motion was made by Forkert, seconded by Baker, to approve the January 6, 2015 agenda as*  
22 *presented. Motion carried – all Ayes.*

23  
24 **Approval of the October 7, 2014 meeting minutes:**

25 *Motion was made by Baker, seconded by Sauer, to approve the October 7, 2014 meeting minutes*  
26 *as presented. Motion carried – all Ayes.*

27  
28 **Public Comments and Correspondence**

29 *(All discussion regarding plant ownership has been transcribed)*

30 **Duffy:** First we're going to acknowledge two letters, one that the Village sent to the Town and one  
31 where the Town replied. Just as a point of clarification or background information, so everyone  
32 knows the way this came about, the Village's Administrative Committee met and wanted to see  
33 some movement in this matter so asked Zeke to draft a letter. It was the intent of the Village  
34 President to sign the letter but he had left on vacation but wanted to get it out before the end of the  
35 year. In his absence they asked me to sign it, I didn't realize there was a potential procedural faux  
36 pas, if you will, but it was the intent that that was coming from the direction of the Village President  
37 and the Administrative Committee. That's the only reason why, there wasn't any, "we don't want  
38 the committee to meet on this" or anything else and in fact we've got it posted and we'd like to  
39 discuss it today.

40 **Sauer:** OK, when you send a letter from, for Dave (*Lienau*) why don't you indicate that Dave...  
41 When you signed it... so it's obvious...

42 **Jackson:** We had some discussion at the staff level about this originally on the letter that Dave Lien  
43 au's name was on it and then Dave left for vacation. And so we thought, OK who's the appropriate  
44 member to send this and I asked Pat (*Duffy*). I felt it appropriate to have the committee chair send  
45 the letter. And Pat said, "OK."

46 **Sauer:** You know, in this case, it should have been from the Board, so...

47 **Duffy:** Like I say, we can (*unintelligible*), but that's who generated the request for the letter to be  
48 drafted, asked Zeke to draft it and intended on sending it that way but... So that's FYI.

49

1 **Discussion Items**

2 **1. Administrative Related:**

3 **a. Discussion on mediation regarding the issue of Plant ownership**

4 **Duffy:** So, in that regard we'd like to have a discussion on mediation regarding the issue of Plant  
5 ownership. And what I'm actually going to do is turn this over to Bob (*Kufrin*) to start that.

6 **Kufrin:** Good morning. I think the best way to start is to just briefly review the Section 12.3 process  
7 that was extensively negotiated between the Village and Town so that everybody makes sure that  
8 they know where we are in this process.

9 **Forkert:** Bob, excuse me, I thought we were going to discuss these two letters first, not what you  
10 think we should talk about. And who is right, the Village or the Town? I think if the Town is  
11 correct in their response we should proceed according to that. Is that what you're doing?

12 **Jackson:** That's what he's doing.

13 **Kufrin:** That's the intention, the intention was for the Town to make its presentation regarding Plant  
14 ownership and then for the Village to make its presentation on Plant ownership. And then for the  
15 committee to make some kind of decision, whatever decision that is.

16 **Forkert:** OK, but not at this meeting.

17 **Kufrin:** But that's...

18 **Forkert:** What's the purpose of your being here?

19 **Kufrin:** Well, the purpose...

20 **Forkert:** Why are you here?

21 **Kufrin:** I'm here because the Village asked me to be here. And the purpose of this item on the  
22 agenda was to discuss the Town's and Village's ownership presentations, which had been...

23 **Anderson:** That's not what the agenda item says, Bob.

24 **Forkert:** That's correct.

25 **Jackson:** Discussion on mediation regarding the issue of Plant ownership. That's exactly...

26 **Forkert:** Talking about mediation, not talking about the issues to be taken up at mediation.

27 **Kufrin:** I guess the committee could decide then to just proceed to mediation.

28 **Duffy:** We were thinking, based upon the letter, what it seemed like the Town wanted was for this  
29 committee to discuss it.

30 (*All talking at once*)

31 **Jackson:** It would be apparent that two things will need to take place today. One, or the other,  
32 which is that we need to have a discussion about moving this towards mediation or, in the 12.3  
33 process, which is what Bob was talking about, that we would make our presentations. All under  
34 this context of discussion of mediation and that's what we have continued down the path of. So,  
35 are you guys prepared today to have a conversation?

36 **Anderson:** No.

37 **Sauer:** No.

38 **Jackson:** OK. We've received your documents...

39 **Sauer:** Yeah, we're not prepared to make a presentation, we didn't understand...

40 **Anderson:** I took this agenda item to mean that we were going to have the conversation leading up  
41 to the conversation of the two points that you, um, that you just indicated.

42 **M. Baker:** Hasn't the committee had that conversation already?

43 **Anderson:** No.

44 **Solomon:** Respectfully, I'm probably the newest member on this committee and I've been here for  
45 two years and I think I've seen maybe seven or eight meetings where that was what was discussed,  
46 is leading up to our presentations. Um, and this is not any disrespect to anybody, I think at this  
47 point, since neither of us can seem to find a common ground to figure something out, we're  
48 handing over to a third party mediator, so feelings and relationships aren't damaged anymore is  
49 probably the best option.

- 1 **Anderson:** Shane (*Solomon*), I agree with you completely, OK, I agree with what you just said,  
2 completely. This, I guess the point I'm trying to make is, this agenda item does not indicate, and I  
3 know the three of us were not prepared to show up with a stack of papers like this, this morning, to  
4 have that conversation.
- 5 **Solomon:** OK.
- 6 **Anderson:** And I'm, I guess, well I'm, I need not say anything more, other than, um, my thought  
7 process on what discussion on mediation is as an agenda item is different than what was drafted.
- 8 **Jackson:** What would your thought process be on this, Fred (*Anderson*)?
- 9 **Anderson:** As I stated, see, what I thought we were going to do this morning was have a  
10 conversation and try to find, try to find a date where we could have the presentations and do those  
11 kinds of things.
- 12 **M. Baker:** How many times have we done that already?
- 13 **Jackson:** I guess...
- 14 **Solomon:** Many.
- 15 **Duffy:** Well, I've got a question. So, Peter (*Sauer*) and Frank (*Forkert*), do you share Fred's, and  
16 correct me if I'm wrong here, share Fred's opinion that it would be a good idea to go to mediation?  
17 Having a third party help the two parties to come together to resolve this issue?
- 18 **Forkert:** Peter, I think the procedural thing was that this committee was supposed to look at the  
19 issues and seek coming to an answer. This would avoid mediation and the expenses and the time  
20 for both of the parties. And I think, what I feel speaking for myself, is this committee should sit  
21 down and look at the issues. Ahh, I don't think this is a point where we have to take a meeting,  
22 whether it's business to be done to take this issue. I believe previous meetings were set up, some  
23 we couldn't come to, some we weren't ready for, but I think the procedure is if we can sit down  
24 like gentlemen and discuss this issue, maybe through better understanding of each other's  
25 positions, we can come to a solution that would resolve the ownership issue. There are a lot of  
26 things that haven't been considered up til now.
- 27 **Duffy:** So, there's new information that the negotiating committee didn't hear during its two years  
28 of discussions?
- 29 **Forkert:** Well, we have new members that may not be familiar with all those things.
- 30 **Duffy:** OK, is there new data, though, that the Negotiating Committee did not already hear,  
31 consider, and determine wasn't agreeable?
- 32 **Kalms:** The negotiating committee didn't discuss ownership. It was not discussed, it was...
- 33 **Duffy:** At first we started, we had several meetings where we heard your presentation and we had  
34 discussion meetings and we determined that after many meetings we couldn't come to terms on the  
35 ownership so then we put it to the side and went with the agreement. I could be wrong but I'm  
36 thinking there were a good half a dozen meetings solely on the ownership, listening to both sides  
37 opinions and once we determined that, hey, this just isn't working, we said OK lets at least get an  
38 operating agreement and then we'll come back to ownership, after we have the agreement.
- 39 **Forkert:** I don't think we've come back to that yet. To review it from both sides. Our side would  
40 like to make a presentation with experts, which we've not done in the past. It's been so long since  
41 those experts came and spoke for us. Uh, I don't think there should be a rush to get this right  
42 because I think we'd save an awful lot of money and an awful lot of time if honest, good thinking  
43 people on this committee got together and reviewed things once again, thoroughly, with  
44 presentations. And it's been in order for some time for the Town to do this, we're not ready yet.
- 45 **Kufrin:** I thought the Town submitted their documentation back in October.
- 46 **Forkert:** That's not presentation.
- 47 **Jackson:** Who's going to make the presentation on behalf of the Town?
- 48 **Forkert:** This is yet to be decided to a certain extent. We have both the legal counsel and the  
49 engineer.

1 **Jackson:** Hang on. We've established a number of meetings where the Town has said we want to  
2 be able to present. So at this point I would expect that the Town has already got someone  
3 appointed to make a presentation (*unintelligible*).

4 **Forkert:** We do have those people. We have to get them together. We have to have a meeting  
5 where we can sit down and take it in order as it was set up to do.

6 **Duffy:** OK, well, what you're saying is, if we were to say, OK let's set a date, you're not ready as of  
7 today, to make a presentation. So if we said, let' make the meeting next Monday, in all likelihood  
8 you wouldn't, the Town wouldn't be ready.

9 **Forkert:** We have to get people in, we have to set a time, and I think our administrators can  
10 engineer that and get a meeting as soon as feasible.

11 **Jackson:** I would disagree, sir. I would say that Bud (*Kalms*) and I have made numerous attempts to  
12 set this up and for whatever reason it would appear as if we cannot. I'm going to call your attention  
13 to this, maybe this is the discussion that we would all have, if we could. Take a peek at Section  
14 12.3 and review that process and, Bob, I'd ask you to speak on that, right. What would trigger  
15 mediation, what is the Village's thought on that and what is the committee's thought on that and  
16 what is the Town's thought on that? And understand that this is a section of the whole but we'll at  
17 least get up to a point where we can agree on that piece.

18 **Kufrin:** This section, 12.3, was negotiated over about a four-month period. The discussion really  
19 revolved around somewhat empowering the utility committee to make decisions. That was the  
20 original intent, empowering the utility committee to make decisions, and then it evolved into if  
21 there were disputes over the operation. And that's a very nebulous term, but if there are disputes,  
22 controversies, or claims arising out of the agreement, the utility committee shall promptly and in  
23 good faith, and the discussion, our thought was there that it should occur reasonably quick and this  
24 issue has now been going on for almost two years, in good faith to resolve the matter. If it's unable  
25 to, if the committee is unable to resolve it then it's supposed to report to the parties and the parties  
26 are the two respective boards. Then the two, the Village and Town, shall attempt in good faith to  
27 resolve the matter through negotiation. The challenge there is if the two communities' experts are  
28 unable to resolve the matter, is it likely that the boards will? That's the challenge in that respect. If  
29 it can't be resolved through negotiation then it proceeds to mediation in an attempt to resolve it.  
30 Each party will propose an impartial mediator. And that's, you know, whoever someone thinks,  
31 there's a variety of different types of people, but to have an impartial mediator. If the parties can't  
32 agree on a mediator then it goes to the Chairperson of the Alternative Dispute Resolution  
33 Committee of the State Bar, which is a group that has mediators. If that person is unable or  
34 unwilling to do so then it goes to the Circuit Court and the Circuit Court Judge makes an  
35 appointment. If the mediation is unsuccessful or if no mediator has been appointed within ninety  
36 days of the request, the thought was that this process is to move along, so, if they can't do it in  
37 ninety days then either party may commence an action in Circuit Court. Each party is responsible  
38 for their own litigation expenses. The composition of the mediation team will be determined by  
39 each party. So there's no restriction on the number or who is there. The time and date, location,  
40 and number of mediation sessions will be determined by an agreement of the parties and the  
41 mediator. And the time it takes for the mediator to schedule and get all those things arranged, that  
42 process itself, I mean, and I've done labor mediation, and that process can take six months if not  
43 more, from when you start to when you're really working through the process. If the parties and  
44 the mediator are unable to agree on the date, time, and location it will be determined by the  
45 mediator, him or herself. And if the parties can't agree, ultimately the mediator is in charge and  
46 says this is where we're going to be. The mediator will establish the format and the rules for the  
47 meetings. So the mediator is the in-charge person at that point. The costs of the mediation will be  
48 equally shared by the parties. So the mediator has expenses and whatever those bills are the  
49 parties share that. If a party fails to attend without five days, if a meeting is scheduled and  
50 somebody just doesn't show up, that party is responsible for bearing all the costs for that session,

1 without five days' notice. So if you just don't show and the mediator's there, it's kind of like paying  
2 for an inspector, if the works not there and he shows up, he bills you. A settlement of the  
3 agreement made during the course of meditation upon approval of the parties shall be deemed an  
4 amendment to this agreement enforceable by either party. So, the thought was, if the mediator  
5 reaches a settlement of the parties, then the two sides are expected to recommend to their  
6 respective boards to approve the agreement, or, approve the settlement. It's still up to the two  
7 boards though, to do that. Notwithstanding section 2.h of the agreement, which referred to Plant  
8 ownership, the parties agree to any claim of the Town of an ownership interest in the Wastewater  
9 Plant, they'll negotiate and mediate a claim in accordance with these sections before either party  
10 commences a claim in Circuit Court. So, this section, as it evolved, basically first started the  
11 process with the utility committee to try and resolve the issue. Some could be big issues like Plant  
12 ownership; that was certainly called out, but there could be other issues as well. And if the  
13 committee is unable to resolve it then it went to the respective boards. So, I think the thought in  
14 tackling, and I think, Bud, and I guess, Peter, Fred, Frank, when this was going on it was that it  
15 would move along relatively quickly so that the issues just don't linger and linger and linger. So,  
16 that's section 12.3 and it was for the committee to have a session to review, each review, either  
17 presentation and try and see if there's a way to agree, a way to settle it.

18 **Duffy:** And the letter, the letter that the Village, I wound up signing, but it was the intent that that  
19 was the notification part, that the Village had thought that we've given this multiple chances to  
20 come together and since we haven't been able to come together in a reasonable amount of time,  
21 this is the Village's notice that we believe the best course of action is to go to mediation.

22 **Forkert:** But that letter doesn't state that, number one, number two, to simplify what Bob has been  
23 going through, I think it's been the assumption from our committee, and I'll defer to Peter and Fred  
24 and Bud, uh, I think we're still at the first session and I think we should like to make a presentation  
25 as we thought a few weeks ago, uh, and then the Village will make a presentation and then this  
26 committee will sit down. So there are four levels here, if you simplify what Bob went through by  
27 reading, it's at the committee level, if they can't decide then it goes to the board's level. If the  
28 boards can't decide then it goes to mediation. And if it doesn't decide at mediation then either  
29 party can take it to Circuit Court. Is that a...

30 **Duffy:** Except that for the last couple of years, Frank, we have in good faith set meetings that were,  
31 you're today telling us you're still, the Town is still not ready. How can you in good faith set a  
32 meeting knowing you're not ready? If you're not ready now, you sure as hell weren't ready two  
33 months ago, three months ago, and six months ago.

34 **Forkert:** ...didn't know this was going to be a meeting.

35 **Duffy:** OK.

36 **Forkert:** We weren't properly noticed.

37 *(All talking at once)*

38 **Duffy:** OK, OK, well, let's get beyond this meeting...

39 *(All talking at once)*

40 **Sauer:** OK, Pat is your definition of what prompts action is a little bit different than ours. We're  
41 trying to set a meeting between two different municipal parties here, and that's not easy and we  
42 want to bring in our experts and things like that, it's difficult. And you've run into problems trying  
43 to set the meetings and we've, you know, we've had more problems than you maybe have, but I  
44 think we're still in the position, we'd like to try to set a meeting, get our people in here and make  
45 our presentation because the people that are on the present committee were not the people that  
46 were in the negotiating committee and so we've got a different personnel here to make a  
47 presentation to.

48 **Kufrin:** Pat, do you want to caucus for a minute?

49 **Jackson:** Yeah.

50 **Solomon:** Sure.

- 1 **Duffy:** Go into the hall, or what do you want to do? Who's part of this?
- 2 **Kufrin:** Well, it would be the Village.
- 3 **Duffy:** Be right back.
- 4 *(Duffy, Baker, Solomon, Jackson, and Kufrin left the room) 7:27 AM.*
- 5 *(Duffy, Baker, Solomon, Jackson, and Kufrin returned to the room) 7:31 AM.*
- 6 **Duffy:** OK, thank you for your patience.
- 7 **Forkert:** Mr. Chairman, will you let us know in your book of rules where you took your side out of
- 8 here and had a separate meeting? I thought everything was supposed to be open and before the
- 9 joint committee. What are the rules that permit you to do that?
- 10 **Duffy:** I would offer that at any time if you want, and the Town, to caucus privately, I'd be all in
- 11 favor of it, Frank.
- 12 **Forkert:** We would have to ask and we probably would...
- 13 **Duffy:** OK.
- 14 **Forkert:** ...it's not in the rules.
- 15 **Duffy:** OK.
- 16 **Forkert:** I think what has happened is beyond the rules. Period.
- 17 **Duffy:** OK. I don't know what, ah, procedural, you know, thing, but what the Village would like to
- 18 do is make a motion that we feel the committee has in good faith attempted multiple times to take
- 19 this issue up and is unable to do so. And we would like to make the motion that we present to the
- 20 board our recommendation to move this to mediation.
- 21 **Solomon:** I'll second the motion.
- 22 **Duffy:** All in favor?
- 23 **Duffy, Baker, Solomon:** Aye.
- 24 **Duffy:** All opposed?
- 25 **Forkert, Sauer, Anderson:** Aye.
- 26 **Duffy:** OK.
- 27 **Jackson:** Mr. Chairman, it appears we have a split committee and based on the rules outlined in the
- 28 12.3 process, the default has been referred over to the respective boards to move this on to
- 29 mediation as indicated in the letter from Liberty Grove.
- 30 **Forkert:** I'd like to make a comment, Zeke *(Jackson)*. When a motion is made there's always an
- 31 opportunity for discussion. People have to vote is all, and there's no opportunity to discuss this
- 32 issue beforehand and I think, again, this is a matter of process. Just forsaking the rules; do what you
- 33 want to do.
- 34 **Duffy:** What we want to do, Frank, is for both parties to move on from this matter. And after many
- 35 years and many attempts we haven't been able to do so.
- 36 **Forkert:** Now we're having a discussion we should have had before the vote.
- 37 **Duffy:** We did have, we've had this discussion at about six meetings, Frank.
- 38 *(All talking at once)*
- 39 **Anderson:** Pat, I'm sorry but you didn't call for discussion before the vote.
- 40 **Duffy:** OK, I will, what can I do? Rescind the vote?
- 41 **Jackson:** Make a motion to reopen this item for discussion. You already have a motion, a second,
- 42 and a vote on the floor that's been established. You're simply discussing that agenda item.
- 43 **Duffy:** OK, my apologies for not allowing discussion. I will happily reopen for discussion. Frank,
- 44 the floor is yours.
- 45 **Forkert:** I didn't ask for the floor.
- 46 **Duffy:** You did. You said you wanted discussion, you specifically wanted discussion. The floor is
- 47 yours.
- 48 **Forkert:** OK, well let's look at the history of this thing. And I think this is the type of discussion we
- 49 should have had before we had the vote. Starting in 1998 the Town came to the Village and many,
- 50 many times with correspondence between the Town Chairman and the Village Chairman. They

1 were ignored for months and months at a time. This is sixteen years ago. The Village dragged its  
2 feet all that time until about three years ago or two years ago when we set up this committee. Do  
3 you know the exact date, Bob, when this committee was set up?

4 **Kufrin:** You're saying that...

5 **Forkert:** When the rules for procedure were set up for the committee?

6 **Kufrin:** ...excuse me. You're saying that the Town sent the Village letters in 1998?

7 **Forkert:** We wanted to get together to resolve the issue because the '88 agreement issue said that  
8 we would get together before '98 to update the agreement.

9 **Kufrin:** You mean 2008.

10 **Forkert:** 2008.

11 **Kufrin:** I'm trying to make sure...

12 **Forkert:** Thank you for the correction. This went on until we finally set up this committee. And if I  
13 remember correctly, I don't have the papers with me; we set up rules that that committee was going  
14 to operate under.

15 **Kufrin:** That's correct, and there was, I was the one that was managing the Village's side of that  
16 issue for some time. It took a lot of research to find the documentation. I believe in 2010 the  
17 utility committee worked for about a year and a half to develop and agree on a spreadsheet that  
18 showed the depreciation schedule. There was discussion between the auditors and the engineers  
19 on the relative values of the different parts of the Plant, the initial investments made, the formulas.  
20 And this committee spent a lot of time looking at those numbers and agreeing that the methodology  
21 was correct. Once that was done, which was a really important part of it, I mean, you almost  
22 needed to do that before you did anything else. That's when we started the negotiation between  
23 the Village and the Town on the operating agreement. The first one that was done was the Sanitary  
24 District, or excuse me, the Utility District, and that one was done and then the agreement with the  
25 Town. Those negotiations took place over about a two-and-a-half year, almost a three year period.  
26 The net result of the negotiation with the Town was that the Village and Town both agreed that the  
27 agreement did not address the issue of Plant ownership, that it addressed how it was going to  
28 operate, what services the Village was going to provide, what responsibilities the Village had.  
29 There were lots of meetings and discussions on ownership and the committee was unable to  
30 resolve it. And subsequent to that, then there was other documentation provided to the Town on  
31 Plant ownership. It wasn't attorney opinions; it was documentation from the '86 to '90 period that  
32 showed the process of how the intergovernmental, the first intergovernmental agreement between  
33 the two parties worked out, which basically said the Village owned the Plant and the Town was  
34 buying capacity. I think the negotiating sessions, even though they were very long and lengthy, I  
35 think they were a good educational experience for both sides, for the Village to get some idea of  
36 what the Town's position was and how the Town felt on the issues, and hopefully for the Town  
37 members and the Town Board members and the Town negotiating committee members, to get a  
38 better understanding of how the utility operated. So even though it was very long and lengthy I  
39 think it was a good learning experience and it was, I think the Village's intent, was it strengthened  
40 the relationship and improved the relationship between the two communities, particularly in the  
41 language on the role of the utility committee. I think that was substantially different from the  
42 original agreement, and I think the intent was that there would be better partnership. And the  
43 ownership issue has really been kind of festering ever since. I mean, it was festering in 2010, 2008  
44 and all this process has done, to me all the meetings have done nothing to resolve that issue. They  
45 just keep it going and have done nothing to resolve it. And I'm not sure that, in my personal  
46 opinion, that the parties, it's almost like, I hate to say it, it's almost like, it's just very hard for me to  
47 imagine that the two parties will amicably reach an agreement that all of the respective board  
48 members, Village board members and Town board members will say that's right. And I think that's  
49 where the mediator comes in and can help solve it. Keep everybody's feet to the fire.

1 **Kalms:** But the bottom line was as we approach the expiration of the original agreement, the '88  
2 agreement, the Town level discussions and inquiries were, we need to get together to work on this  
3 agreement per the, and I forget the time-line, we were supposed to start before the expiration of the  
4 '88 agreement, we weren't getting a response from the Village and I think we started, probably a  
5 year or two years after we should have started on that agreement and we weren't getting any  
6 response until John Lowry and I went in to your office that day before Christmas and said the Town  
7 was frustrated and we want to get going on this. If there's no answer from the Village we're just  
8 going to go to arbitration. And then we had some discussion that day and then after that, I don't  
9 remember exactly when, we did get going on it. But it was substantially after the provisions in the  
10 original contract that we should have started negotiating. So, whether that was one or two years,  
11 now we're looking at one or two years on the ownership issue, I think there's still time for us to get  
12 together. Let's set a date, a drop-dead date, and if nothing happens by then we, if one of our  
13 consultants is out of town, she periodically is, and if nothing happens by that date turn it over to the  
14 boards.

15 **Kufrin:** I guess the question I have though is that, there's a series of records, historical records, that  
16 show the process that the two communities went through back in '85 to '90, roughly a five-year  
17 period, there's historical records that show a vigorous exchange of opinions between the two  
18 parties. And that exchange was codified in that agreement, which said the Village owned the  
19 Plant. Now, if you're saying that a consultant or an attorney is going to come in and say the past  
20 twenty, all that five year period of negotiation and everything that's happened it's really a legal  
21 issue, it's really a matter of attorneys talking, how are the committee members going to be able to  
22 understand or agree that this court decision of 1905 or 1975 makes a difference. I had the  
23 impression that the discussion was on the records. How did it get to the point where the Town  
24 agreed that the Village owned the Plant?

25 **Forkert:** You're pulling something out of the sky.

26 *(All talking at once)*

27 **Forkert:** You're saying that this is a lawyer discussion, it's not. What we want to do is to get the  
28 committee, and this is plain and simple common sense, we want to get the committee to sit down  
29 and hear the presentation from the Town at one meeting and then the next meeting from the  
30 Village. You have two board members here that have not been through all these years of things  
31 and they don't understand. I think a review by our consultants bringing things up to date and  
32 putting them in proportion is important for each member of this committee to have a full, current,  
33 up-to-date presentation. That's just common sense.

34 **Kufrin:** Would your consultants work on the '85 to '90 documentation or something subsequent to  
35 that?

36 **Forkert:** I think what they obviously would do, and I can't speak for them, is based upon the history  
37 of things make things more simplified, more organized, and more understandable. I think there's  
38 some things I can still learn about here. I've been here since 1970, watched this whole thing go. If  
39 you don't want to do this, and you want to go right ahead to mediation you've got the vote to do it.  
40 But I think you're passing an opportunity to review this thing at the committee level again. If you  
41 don't want to do it, you've got the vote to go ahead, but I think you're making a big mistake.

42 **Duffy:** This presentation you're referring to with the information, Frank, is that, when you say learn  
43 things and move forward, are you talking about doing something different than now, from an  
44 operating and ownership standpoint, or are you talking about trying to define or determine, once  
45 and for all, who owns it?

46 **Sauer:** You have to recognize that...

47 **Duffy:** Well, wait, wait, wait, wait, wait. I'd like an answer to my question. Is what you're  
48 referring to, the presentation, is that going to help us have the data to make a determination in who  
49 owns the Plant and its assets, or is it a recommendation for a change of ownership philosophy or  
50 operations philosophy?

- 1 **Forkert:** I, and correct me, my guys on my side, I don't think it's either. I think it...
- 2 **Duffy:** Wait, wait...
- 3 **Forkert:** ...I think what we're looking...
- 4 **Duffy:** ...wait, wait, wait. The issue at hand is...
- 5 **Forkert:** ...for is the process.
- 6 **Duffy:** ...over the ownership of the Plant.
- 7 **Forkert:** And it's on the ownership only...
- 8 **Duffy:** If you have data...
- 9 **Forkert:** ...you said operations...
- 10 **Duffy:** ...right. Because...
- 11 **Forkert:** ...too, that didn't pertain.
- 12 **Duffy:** And the reason I say that is based upon the many meetings we had and the prior  
13 presentation, you started this out by saying we have board members who haven't heard the  
14 presentation, I listened to the presentation, OK, and we spent many, many meetings discussing it.  
15 That presentation wasn't over who owned it, it's over how the Town felt it should be owned  
16 moving forward. By setting up a commission, put all the assets together and it's a shared thing.  
17 Am I right about that? Frank?
- 18 *(Silence)*
- 19 **Duffy:** That was the crux of that presentation, your consultant came in and he said, "Look, this is  
20 how we *want* it to be." It wasn't a discussion over here's why the Town believes they own it.
- 21 **Forkert:** We presented a solution.
- 22 **Duffy:** Correct, OK, there it is.
- 23 **Forkert:** OK.
- 24 **Duffy:** The difference is, that's not the issue on the table. The issue on the table is Plant ownership,  
25 who owns the Plant.
- 26 **Forkert:** The suggestion that was brought up by our engineer is there are other areas where this  
27 ownership problem has come up and they have resolved it in a way he suggested to this  
28 committee.
- 29 **Duffy:** OK.
- 30 **Forkert:** And all we got from the Village was, "No, no, no, no."
- 31 **Duffy:** Well, we did, for many meetings, we listened, we digested, we discussed at great length.  
32 After all of that the Village said, "Sorry, but we don't agree with this philosophy."
- 33 **Jackson:** I would point out just a couple of things. One, I think I may be the youngest administrator  
34 in this state, or the second youngest administrator in this state, all right, I was six years old when  
35 this agreement was written in 1988. And as I go through this, right, the 1988 agreement, "the  
36 parties represent that they have the following mutual understanding in a.) the Villages intends to  
37 construct and own and operate a wastewater treatment plant to serve the entire Village of Sister  
38 Bay, the Town of Liberty Grove Sanitary District", if I go back again to page three, "the purchase  
39 price of capacity is referenced for Liberty Grove", if I go again to another page, five, "Town's  
40 purchased overall design capacity in the Plant". This agreement makes no reference to ownership  
41 by the Town. Now this is all that I had to go on, this documentation, so Mr. Kuftrin references  
42 documentation. It's not about a resolution to an opinion that someone holds to this document  
43 should it have been different. This is what these two municipalities articulated and agreed to back  
44 in 1988.
- 45 **Forkert:** 1988, and agreement expired and except for automatic renewal until it was discussed.  
46 And we challenged in '08. And we said we challenge the ownership issue.
- 47 **Kuftrin:** And the subsequent agreement, the successor agreement to that does not give the Town any  
48 ownership...
- 49 **Forkert:** That's correct.

1 **Kufrin:** ...interest so when we negotiated the discussion was, this was, the successor agreements,  
2 both with the Utility District and the Town, were for operations. How is the utility going to operate  
3 from both entities, and ownership was the left unaddressed because the Village's opinion was  
4 different than the Town's, and quite honestly, the Town agreed that ownership would not be part of  
5 the two intergovernmental agreements. It said, "We're not going to talk about that, we're going to  
6 solve all these other things, get all this other stuff worked out but we're going to leave ownership  
7 aside."

8 **Sauer:** Right.

9 **Forkert:** We had to, to handle the operations side. The operations side is now taken care of and  
10 now we're talking this committee's responsibilities of getting together and finally resolving the  
11 ownership issue.

12 **Jackson:** Mr. Forkert, I respectfully submit that you all consider the opinion letter submitted by the  
13 firm Kaye & Anderson that the Town's entire assertion is based on essentially a legal opinion from  
14 the Wisconsin Supreme Court from 1884, so the claim itself of ownership seems to be based on a  
15 specious legal opinion, not on fact that is contemporaneous, based on the documentation. So, to  
16 Mr. Kufrin's point, if this is going to be based on attorneys coming together and having a  
17 conversation between attorneys, where they will review case law and case opinions, that really is  
18 beyond the scope of what any of us at staff level may be prepared to deal with. And that needs to  
19 kick on to a much higher level. It appears that the Town has already had that conversation with  
20 legal counsel, you know, what case law {would provide us "the town" with a claim of ownership}  
21 (*unintelligible*), from a common standpoint {any attorney can provide a string of cases to yield an  
22 opinion on a certain point} (*unintelligible*) appears, what case law can we reference that would  
23 provide us some assertion of ownership that somehow stands out above all the documentation that  
24 both parties now possess. It would appear that the vote that was taken earlier, after maybe some  
25 more discussion, will need to be called again. Again, that's with documentation provided.

26 **Sauer:** I think historical documents will indicate that prior to the '88 agreement, this discussion was  
27 going on. The Town and the Village were talking about ownership, separate ownership, each one  
28 having part ownership. Suddenly that went out and the agreement said the Village was going to  
29 own it. The problem we have is there, and we have today, is that if you have split ownership the  
30 DNR will not approve the agreement. And so evidently the Town just said OK, go ahead, you put  
31 your name on the document and we'll just go ahead, proceed with that, but we still feel we have  
32 an inherent ownership, and that's a legal question that you come up with.

33 **Kufrin:** I guess that's not substantiated by the agreements that were drafted at that time.

34 **Sauer:** No, there're no minutes or anything that, where that agreement was voted on or anything,  
35 the Town just caved and approved it.

36 **Kufrin:** And I guess if that's the case then the Village's claim to ownership is accurate. That the  
37 Town agreed with the Village that the Village will own the Plant.

38 **Sauer:** Yes.

39 **Kufrin:** Now if the subsequent, to me, if their subsequent dispute of the meaning of the word or the  
40 intent of that language, where you have attorneys talking, you know, pulling out, the best way to  
41 glaze your eyes over is to have two attorneys talk about court opinions.

42 **Sauer:** Isn't that what we're going to proceed to if we go to mediation?

43 **Kufrin:** No, actually...

44 **Anderson:** One step short of that, Frank, one step short if that.

45 **Kufrin:** ...mediation is very, a mediator is somewhat like a judge. The mediator will have...

46 **Sauer:** He's going to bring up all these points that...

47 **Kufrin:** No...

48 **Solomon:** He's going to listen.

49 **Sauer:** Listen, let me talk. He's going to tell you what's going to happen if he can't come to a  
50 resolution. It's going to go to the Circuit Court, then you're going to have the legal people getting

1 in there and hashing it out. So he's going to try to settle the thing before it gets there and he's going  
2 to tell you what your chances are if you run up against this legal position and try to sort it out that  
3 way. He's going to say this is what's going to happen and the chances of you losing is pretty good,  
4 actually. So...

5 **Kufrin:** Actually, a mediator will come in and tell the Village that he really thinks, or she thinks,  
6 that the Town has a good case. The mediator will tell the Town that he thinks that the Village has a  
7 really good case. And that it's really incumbent on the parties to try and reach a settlement. And  
8 he will be there, I keep saying he, that person will be there to try and see if there's any way to settle  
9 the issue and for the parties to present their documentation and to talk about it, because we're  
10 really talking about a decision that was made in 1988.

11 **Sauer:** You realize that there is a solution, that if both parties would accept, to have just joint  
12 ownership in a commission owning the Plant and running it.

13 **Kufrin:** That's a different issue than Plant ownership.

14 **Sauer:** No, it settles the Plant ownership.

15 **Jackson:** No, sir. Essentially, here's what all the documentation says, the documentation says the  
16 Village of Sister Bay owns the Plant. Somewhere along the line, be it meetings that weren't  
17 recorded, or something, there's still some living opinion, I would imagine amongst committee  
18 members from the Liberty Grove side of this delegation, there's some living memory that persists  
19 beyond the documentation that we *feel*, not that we can prove, but that we feel there is some Plant  
20 ownership stake based on a recollection from 1988 and again, when I was six.

21 *(General laughter)*

22 **Jackson:** So, if what we're talking about is, we agreed in 1988 that the Village owns it, I don't know  
23 why, other than reading the letters, right, that this was agreed to. Here we are now and what I'm  
24 hearing is there's this other thing which is there's this way to resolve this somewhat based on the  
25 conversation they had in 1988 which is "let's form a commission". Meaning, we're going to  
26 resolve our feelings about ownership, not we're going to resolve the issue of ownership. This issue  
27 of ownership is a legal opinion; I'd love to dissolve a number of things that I feel like are not  
28 working apparatus of the Federal level, State level, or local level, right? That doesn't mean that I  
29 have a legal basis to do so. Back to the issue at hand, if I ask a girl to the dance so many times and  
30 she keeps telling me no, I go ask somebody else. I feel like that's kind of where we are with this.  
31 We keep saying hey, let's go to the dance and Liberty Grove says, "No, I'm not ready, I don't have  
32 a pretty dress picked out." So we're now asking the mediator to the dance, is a little casual analogy  
33 of that.

34 **Kufrin:** If the goal of the Town, to echo Peter's statement, if the goal of the Town is to convert the  
35 existing ownership to a commission, the Village negotiated in good faith with the Town at the  
36 negotiating committee on that issue and the two parties, both the Village Board and the Town  
37 Board, were unable to achieve that. And if that's really the underline goal behind this ownership  
38 issue, is to convert the ownership stake to a commission, it's really, if you really think about it,  
39 really think about all those meetings we had, is it likely that the two parties are going to voluntarily,  
40 or that the Village is going to voluntarily give a fifty-percent, effectively a forty-five percent,  
41 whatever the numbers are, ownership stake to the Town voluntarily? It's not likely.

42 **Forkert:** Let's get back to simple common sense. Did the Village pay for that entire Plant itself?  
43 And does that mean that now they own it? That's a question.

44 **Kufrin:** The Village, the agreement and funding mechanism that was put in place in 1988 was  
45 approved by the Town, it was approved by the DNR, and was approved by the Village. So, all  
46 three entities agreed to that funding mechanism as it was outlined in the intergovernmental  
47 agreement. Now, whether or not you think that's a good deal now, you're certainly, the Town's  
48 certainly entitled to a different opinion as to what was done twenty-four years ago, or however long  
49 ago it was, the Town is certainly entitled to a different opinion but the ownership stake is, if the  
50 intent of having more meetings on ownership is to convince the Village that a commission, and an

1 ownership commission, is the right thing because that's what the Town thinks, I think that really,  
2 it's a futile effort. After two years of negotiating committee, the board was unwilling to do that.  
3 The ownership issue has come up again, why spend more years and more money and more time  
4 on the issue? Get it resolved. I mean, if the Village loses, a court is going to say, "Village, the  
5 Town owns half of it." That's what's going to happen. If the Village wins, the Town, somebody  
6 else has decided. It's unlikely, Frank, you've got to really think about it, it's unlikely that the  
7 Village is going to willingly sit around the table and give ownership, fifty percent ownership stake  
8 to the Town based on the historical documentation from '85 to '90, as compared to what the Town  
9 thinks is a good way to do it now.

10 **Duffy:** Does anybody else have further discussion to add?

11 **Sauer:** You mentioned that if the judge says the Town owns, you know, forty-five percent and the  
12 Village owns fifty-five percent, what happens at that point?

13 **Kufrin:** You've got to have a new agreement. You've got to have a new governing mechanism.

14 **Sauer:** But then, governing where two parties own it, that the DNR will not approve.

15 **Kufrin:** I don't know that, the Plant ownership would be in the stake of a commission, that's a legal  
16 entity.

17 **Sauer:** Right, why don't we proceed to that instead of going through all the...

18 *(General laughter)*

19 **Sauer:** I mean, it looks like it's very simple. It works with the Fire Department and the Library;  
20 we've got good working relationships. The Village has never told us why they do not want to go in  
21 that direction.

22 **Solomon:** So does that renounce the claim of ownership by the Town? And just go into a  
23 commission so Sister Bay owns the...

24 **Duffy:** No.

25 **Sauer:** No.

26 **Solomon:** That doesn't...

27 *(All talking at once)*

28 **Duffy:** That was my whole point, that we're not trying to resolve the issue at hand, you're looking  
29 for a work-around to that and a move forward.

30 **Sauer:** Yeah.

31 **Duffy:** OK. So the Village is saying, "We understand what you're asking for, we hear you clearly,  
32 we don't agree with it. That's not what we want to do; we want to resolve the issue of ownership."  
33 If, contrary to your position, if whoever, the mediator, the judge, whoever it may be, determines  
34 that the Village owns it, that's what the Village believes and we think the operation will continue as  
35 it has and hopefully everybody will be happy.

36 **Anderson:** The only point of clarification; a mediator would not make that decision.

37 **Duffy:** Well, we would have to agree, the mediator might present a position. Both sides have to  
38 agree to that.

39 **Anderson:** That creates common ground, everybody would...

40 *(All talking at once)*

41 **Jackson:** Bud, has your auditor had a chance to talk to you?

42 **Kalms:** Have a what?

43 **Jackson:** Have you had any conversations recently?

44 **Kalms:** Not recently.

45 **Jackson:** OK.

46 **Duffy:** OK, well if nobody has any further discussion should we retake the vote?

47 **Forkert:** I'd like to make a comment here, thank you for being patient with me. I think we'd like to  
48 have our day in court so to speak, we'd like to make our presentation to the committee. We'd like  
49 to hear the Village's presentation to the committee. It could be that maybe one or three committee  
50 members will agree that there's an area where we can sit down and compromise at the committee

1 level and avoid all the costs of mediation, and all the costs of the boards going in to this, and going  
2 to Circuit Court. We've taken a position and I think it's based upon common sense. It does fly in  
3 the face of the '88 agreement. I have researched all of our Town records on this. I spent a day  
4 going through each and every meeting starting six months before and after '88. This issue was not  
5 even brought up before the Town Board for approval, in anything I could find.

6 **Jackson:** Mr. Forkert, I'd like to offer somewhat of a middle ground that will allow both parties to  
7 move forward. You just stated that you'd like an opportunity to hear the Village's case on this,  
8 based on the documentation that's been provided. As a request to the Chairman, consider this  
9 request, the Town has asserted today that it is not prepared to present, however, the Village is in  
10 this case prepared to present under this agenda item, I would request that the committee take the  
11 interpretation that, let's move ahead, that is certainly what I intended when I wrote it, is that we  
12 would move along with this process. At the same time I see no reason to preclude taking a vote on  
13 the issue; that would refer this matter to the respective boards, given the time lapse that has  
14 occurred and the untimeliness of the presentation. So, what I propose is the Village go ahead today  
15 and make their presentation, the committee take a vote after that presentation. If the committee is  
16 unable to say OK we totally believe the Village's documentation and claim here, we're willing to  
17 concede that the Village owns the Plant, and I think that unlikely, that that vote indicate that the  
18 matter be referred to the respective boards so that that process can move ahead. In the meantime,  
19 let's go ahead and schedule that other meeting that you're talking about, and while we're moving  
20 ahead on the mediation front, and establishing who the mediators are, in good faith, the Village of  
21 Sister Bay essentially is extending an olive branch to say, OK, sometime over the next thirty days  
22 we're going to have that conversation. The Village has now presented, the Town will have an  
23 opportunity to present. Meanwhile we're moving towards mediation on the other side so that if the  
24 Town doesn't have a presentation prepared in that timeline mediation will proceed. Does that  
25 sound like something that is in the middle?

26 **Forkert:** I don't think it's very far towards the middle at all, Zeke. And I respect you as a person but  
27 I think the procedures of the committee...

28 **Jackson:** I will withdraw what I said, I apologize for thinking that we could reach some common  
29 ground. Let's move...

30 **Forkert:** I think the common ground is to proceed...

31 **Jackson:** No, sir, we've had that conversation since before I was here, Frank.

32 **Duffy:** OK, so do we need another vote or do I just...

33 **Jackson:** You make a motion...

34 **Anderson:** You confirm the vote.

35 **Sauer:** I would like to make a motion, since that motion failed, I would like to make a motion that  
36 we continue and attempt to set up a meeting. And I don't know what the timeline is going to be, I  
37 would hope that we could within the next month get a meeting date set and actually started on our  
38 presentation and your presentation. So the motion is that we proceed to set meetings and continue  
39 with the discussion with the committee.

40 **Duffy:** OK.

41 **Jackson:** OK, we have a motion.

42 **Anderson:** Second.

43 **Duffy:** Discussion?

44 **Kalms:** Are you talking about a month here?

45 **Sauer:** No, I'm not talking any date; the motion is just to go ahead.

46 **Jackson:** Where you're at from a default standpoint is exactly what I just presented absent Bob's  
47 presentation today. They take a vote and it gets referred to the respective boards, we set a meeting  
48 date, Bud, and maybe we come back and have the meeting and maybe we don't, maybe it still  
49 ends up in mediation.

50 **Anderson:** That's exactly right.

1 **Jackson:** Yep.

2 **Duffy:** Any other discussion? Frank? Anything?

3 **Forkert:** No, thank you.

4 **Duffy:** All in favor?

5 **Forkert, Sauer, Anderson:** Aye.

6 **Duffy:** Opposed?

7 **Duffy, Baker, Solomon:** Aye.

8 **Jackson:** OK, it would appear that the issue will be referred to the respective Boards at this point,  
9 since the committee did not reach a decision.

10 **Forkert:** (*unintelligible*).

11 **Kalms:** Some motion that we just made failed?

12 **Jackson:** The motion failed. So now we reached a decision, we're not having a presentation within  
13 thirty days.

14 **Baker:** It'll go to the boards.

15

## 16 **b. Third Quarter 2014 Financial Report**

17 .As presented.

18

## 19 **2. Plant Related**

### 20 **a. Capacities Report**

21 As presented.

22

### 23 **b. Aeration drive motor replacement**

24 Jacobson reported that the motor replacement on the aeration drive cost the same amount to repair  
25 and costs of \$1,359.00 came from the replacement fund.

26

### 27 **c. Sewage ejector pump replacement**

28 Jacobson reported that the ejector pump replacement cost the same amount to repair and costs of  
29 \$940.00 came from the replacement fund.

30

### 31 **d. Splitter box sluice gate replacement**

32 Jacobson reported that the splitter box sluice gate has been replaced at a cost of \$455.00 from the  
33 replacement fund.

34

### 35 **e. Non-potable pump check valve replacement**

36 Jacobson reported that the non-potable pump check valve has been replaced at a cost of \$820.00  
37 from the replacement fund.

38

### 39 **f. Lab water still electrical work**

40 Jacobson reported that there is trouble with the lab water still and hopefully can repair it as the cost  
41 of a new one is around \$5,000.00.

42

### 43 **g. Lab dissolved Oxygen meter replacement**

44 Jacobson reported that the Lab Dissolved Oxygen Meter has been replaced at a cost from the  
45 replacement fund.

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### 47 **h. Sludge handling update**

48 Jacobson reported that there have been no problems this year with bringing sludge to Sturgeon Bay  
49 and that everything is working fine.

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**I. Winterizing, insulating, draining and cleaning**

Jacobson reported that all the winterizing, insulating, draining and cleaning of all the basins and pipes is complete.

**j. Capacity, Management, Operation, and Maintenance (CMOM) compliance update**

Jacobson reported that the Capacity, Management, Operation, and Maintenance (CMOM) compliance update draft is completed. The Liberty Grove draft is not yet complete but is proceeding forward. Jacobson is hoping to be able to present the CMOM at the next committee meeting.

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

- M. Baker will notify all committee members via email when electronic meeting packets are available and will send paper packets only upon request.
- Draft a letter taking the matter of ownership to the respective boards.
- The next meeting of the Utility Committee – WWTP is set for April 14th, 2015.

**Adjournment:**

*A motion was made by Duffy, seconded by Solomon, to adjourn the January 6, 2015 meeting of the Utilities Committee- WWTP at 8:19 AM. Motion carried – all Ayes.*

Respectfully submitted,  
Martha Baker  
Utility Clerk

**ADMINISTRATION AND COMPENSATION  
COMMITTEE MEETING MINUTES  
THURSDAY, NOVEMBER 13, 2014  
(APPROVAL PENDING)**

The November 13, 2014 meeting of the Village of Sister Bay Administration and Compensation Oversight Committee was called to order at 3:10 PM by Chairman Dave Lienau.

**Present:** Chairman Lienau, Committee Members Pat Duffy and Joanne Clove, Village Administrator Zeke Jackson and Finance Director Juliana Neuman

**Excused:** Kathy Enquist

**Also Present:** Village Staff Members Martha Baker, Joe Felhofer, Steve Jacobson, Pat Johnson, Robbie LeClair, Steve Mann and Janal Suppanz.

**Approval of the Agenda**

*Duffy moved to approve the agenda and Clove seconded. Motion carried—all Ayes.*

**Approval of the Minutes**

Information missing from the tape of the November 10, 2014 meeting was provided by committee members.

*Lienau moved to approve those minutes as amended. Duffy seconded the motion and all voted Aye.*

**Comments and Correspondence**

No comments were made.

Insurance Broker Mike Dietz had sent an email regarding longer use of PTO prior to accepting short-term disability benefits at 60% of gross wages. He stated that employees may do this, with the understanding that the benefit period begins on the 8<sup>th</sup> day after the onset of illness and lasts for 26 weeks. Thus, if illness begins on October 1<sup>st</sup>, benefits could begin on October 9<sup>th</sup> and would last for 26 weeks, until March 9<sup>th</sup>. If an employee chooses to use, for example, 15 days of PTO first and then accept the insurance benefit, the benefit period will still end on March 9<sup>th</sup>. Another option would be to use the entire benefit period and then take payout of remaining PTO afterwards.

**Discussion Items**

**1. Discussion on the PTO policy. Consider a motion to recommend to the Board for action.**

Clove had revised the original draft policy so that existing employees would remain at their current benefit levels while eliminating extra costs for new employees. PTO would accrue per pay period at a rate determined by years of service and hours worked per week. The first section of the draft would apply to new employees while the second applies to existing employees. A sick leave 'bucket' was included for use in connection with the short-term disability waiting period or for up to five days of emergency leave.

Lienau suggested reviewing the draft line by line. The first page outlines the policy and provides an accrual schedule for employees hired or new to full-time status as of or after January 1, 2015. New employees will have leave time available for use during their first year, unlike the previous

1 policy, under which they had to wait for a year to take any vacation. Changes from previous drafts  
2 are highlighted in yellow. PTO is the legally accepted abbreviation for 'Paid Time Off,' which will  
3 therefore be the official name of the policy. (Some employees had preferred 'Personal Time Off.')

4 Bereavement leave is included in PTO, along with vacation, sick leave, and personal time off. An  
5 additional holiday, the day after Thanksgiving, has been added for a total of seven paid holidays.

6  
7 The basic PTO schedule has three brackets: Employees in their first five years of employment  
8 receive 20 days per year, those between 5 and 15 years of service receive 26, and over 15 years  
9 31 days. The proposed policy has a Maximum Accumulation Cap of ten days added to the total  
10 PTO in each category. Any accrual above the maximum will be put into a reserve account, but  
11 any amount above the maximum has no cash value at termination. This is intended to encourage  
12 employees to use their PTO. Further, "upon termination, 10 days of PTO will be deducted in lieu  
13 of two weeks' notice if it is not given. Any balance earned but unused up to the Maximum  
14 Accumulation Cap will be paid out in cash upon termination or retirement."

15  
16 A provision regarding Comp Time is also include in the policy: "At the end of each calendar year,  
17 any earned but unused compensation time will be paid out in cash at the hourly rate at which it  
18 was earned."

19  
20 Page 2 outlines provisions for employees already in full-time status as of 12/31/14. These  
21 employees will have vacation days accrued during 2014 available for use effective January 1,  
22 2015. In addition, they will begin accruing PTO each pay period, with the result that they will  
23 have a larger than usual number of days off available in 2015. The proposal also included  
24 allowable carryover of up to ten sick days into 2015, payable at 2014 hourly rates. Neuman  
25 objected to this departure from the customary payout at the new year's rates because it adds  
26 another layer of complication to the administrative burden of these changes. As an alternative,  
27 Clove suggested no direct carryover of sick days but rather inclusion in the sick leave balance that  
28 are to be maintained in case of disability or emergency. The committee agreed.

29  
30 The PTO accrual schedule for existing employees in each category preserves the total number of  
31 days they currently have available (vacation, sick, and personal) and adds a Maximum  
32 Accumulation Cap of ten days to those totals. Employees in their first eight years of service receive  
33 24 days of PTO per year, those between 8 and 15 years receive 29 days, and over 15 years receive  
34 34 days. Employees who currently have 22 or more years of service will receive 39 days of PTO.  
35 Duffy suggested that this 4<sup>th</sup> tier be eliminated, except for those employees who have already  
36 attained it.

37  
38 *Clove moved to recommend the revised policy to the Board as amended. Lienau seconded the*  
39 *motion and all voted Aye.*

40  
41 **2. Consider a motion to convene into Closed Session pursuant to Wisconsin State Statutes**  
42 **19.85(1)(c) to discuss personnel and employee benefits.**

43 None.

44  
45 **3. Consider a motion to reconvene into Open Session.**

46  
47 **4. Consider a motion to take action, if required.**

1 **5. Matters to be placed on a future agenda or referred to a Committee, Official or Employee**  
2 --Clove will revise the proposed policy as discussed above and will provide it to Neuman for  
3 review.

4  
5 **Adjournment**

6 *At 4:05 PM Duffy moved and Clove seconded that the meeting be adjourned. Motion carried.*

7  
8 Respectfully Submitted,

9 

10 Juliana Neuman  
11 Finance Director

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13 Name: h:\files\active\agendas\finance\2014\2014\_11\11132014 admin\comp minutes - approved version.docx Created:  
14 5/21/2013 9:14 AM Printed: 12/26/2014 11:23 AM Author: Juliana Neuman Last Saved By: Juliana Neuman