



BOARD OF TRUSTEES MEETING AGENDA, AMENDED

Tuesday March 30, 2015 at 2:00 P.M.
Sister Bay Fire Station 2258 Mill Road

For additional information check: www.sisterbaywi.gov

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

Call Meeting to Order

Roll Call

Approval of agenda and minutes as published

Comments and Correspondence

New Village Board Business Items

Deviations from the agenda order shown may occur.

1. Presentation from John Bacon of the Grand Traverse Islands National Lakeshore Campaign; Consider a motion to discuss and to take action if appropriate.
2. Consider a motion to accept recommendations of the Finance Committee and Plan Commission and consider adoption of Resolution 308-033015, APPROVING A DEVELOPMENT AGREEMENT FOR THE STONY RIDGE DEVELOPMENT PROJECT.
3. Consider a motion to adopt Resolution 307-033015, authorize borrowing in the amount of \$530,000 to fund improvements as outlined under the terms of the Stony Ridge Development Agreement.
4. Consider a motion to adopt a policy, clarifying Ordinance 208-040913, a funding source for the Village's share of the Bay Shore Project Costs.
5. Consider a motion to convene into Closed Session pursuant to Wisconsin State Statutes, 19.85(1)(e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.
6. Consider a motion to reconvene into Open Session.
7. Consider a motion to take action, if required.
8. Consider a motion to adopt Resolution 309-033015, Authorizing the purchase of the Braun Property, parcels 181-4210012, and 181-4210013.
9. Consider a motion to accept a sum of \$219,750 from the DOT to set aside a part of the Braun Property purchase for new a new Parking Lot, Authorize staff to borrow to finance the purchase of the Braun Property.
10. Consider a motion to adopt Resolution 310-033015, Authorizing the sale of a portion of the Braun parcel.
11. 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.
12. Report on County activities from the County Supervisor, Dave Lienau.
13. Review of the financial statements and consideration of a motion to approve the monthly bills.
14. Report from the Village Administrator on Various Actions.
15. 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 |
| 22. Marketing | | |

Adjournment

Public Notice

Questions regarding the nature of the agenda items or more detail on the agenda items listed above scheduled to be considered by the governmental body listed above can be directed to Zeke Jackson, Village Administrator at 920-854-4118 or at zeke.jackson@sisterbaywi.gov. It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice. Upon reasonable notice, a good faith effort will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aid at no cost to the individual to participate in public meetings. Due to the difficulty in finding interpreters, requests should be made as far in advance as possible preferably a minimum of 48 hours. For additional information or to request this service, contact the Sister Bay Village Administrator at 854-4118, (FAX) 854-9637, or by writing to the Village Administrator at the Village Administration Building, 2383 Maple Drive, PO Box 769, Sister Bay, WI 54234. Copies of reports and other supporting documentation are available for review at the Village Administrator's Office, Administration Building, 2383 Maple Drive during operating hours. (8 a.m. – 4 p.m. weekdays).

I hereby certify that I have posted a copy of this agenda at the following locations:		
<input type="checkbox"/> Administration Building	<input type="checkbox"/> Library	<input type="checkbox"/> Post Office
_____ / _____		
Name		Date

VILLAGE OF SISTER BAY BOARD OF TRUSTEES MEETING MINUTES
TUESDAY, JANUARY 27, 2015
SISTER BAY-LIBERTY GROVE FIRE STATION – 2258 MILL ROAD
UNAPPROVED VERSION

The January 27, 2015 meeting of the Village of Sister Bay Board of Trustees was called to order by Village President Dave Lienau at 6:31 P.M.

Present: Village President Dave Lienau and Trustees John Clove, Pat Duffy, Scott Baker, Shane Solomon, Nora Zacek, and Kathy Enquist.

Staff Members: Village Administrator Zeke Jackson, Utilities Manager Steve Jacobson and Finance Director Juliana Neuman.

Others: Laddie Chapman

Approval of the agenda as published:

A motion was made by Clove, seconded by Enquist that the Agenda for the January 27, 2015 meeting of the Village Board be approved as presented. Motion carried – All ayes.

Approval of minutes as published:

As to the minutes for the December 29, 2014 meeting of the Village Board:

A motion was made by Baker, seconded by Solomon that the minutes for the December 29, 2014 meeting of the Village Board be approved as presented. Motion carried – All ayes.

Comments and Correspondence

Lienau asked if anyone wished to address a non-agenda item. No one responded. Jackson noted that copies of e-mails and a letter which were received from Mark and Kathy Kunstman, John Cain, and Patricia Fonk had been included in the meeting packets. In those documents the Kunstmans, Cain and Fonk thank Village officials for seeing that fireworks were displayed in the Village on New Year's Eve. A letter of resignation which had been submitted by the Finance Director, Juliana Neuman, as well as a copy of an Incident Log for the fourth quarter of 2014 which had been received from the Door County Sheriff's Department were also included in the meeting packets. In her letter Neuman indicates that she will be retiring effective June 30, 2015. The Board members congratulated Neuman on her retirement and thanked her for her many years of service to the Village.

New Village Board Business

Item No. 1. Consider a motion to affirm the Village's ownership of the Wastewater Treatment Plant, main lift station and outfall pipe in a letter to be sent to the Town of Liberty Grove and Liberty Grove Utility District #1. In that letter Village officials will affirm:

1. **That the Utility Committee attempted in good faith to resolve the issue of plant ownership under §12.3 of the Intergovernmental Agreement, but in the Village's opinion was not successful;**
2. **That the Town has not presented any written information that it has an ownership stake in the plant;**
3. **That the Village Board does not believe negotiations between the Town Board and the Village Board will resolve the plant ownership issue when the Utility Committee has not;**
4. **That the Village wants to proceed to mediation immediately, which is consistent with the letter from John Lowry dated December 19, 2014; and,**

1 **5. That the Chairperson of the Village’s Utility Committee, Village President and Village**
2 **Administrator are authorized to submit the name of a person to act as Mediator to the**
3 **Town as soon as practical:**

4 In 1985 the Village began working on an upgrade to the existing lagoon system which was used for
5 treating wastewater. The DNR was providing grants to cover 50% of the project costs, which were
6 estimated to be millions of dollars. During that time there were competing plans for serving the
7 Village and the Town of Liberty Grove, but by the end of 1988, the Town agreed to an
8 Intergovernmental Agreement which clearly stated that the Village owned the plant. By 2008, the
9 Town had obtained legal opinions which were based on case law, not the previously mentioned
10 documents, that they did have an ownership stake in the plant and began making those assertions.
11 Starting in 2010 staff members worked on creating a framework for the negotiation of a successor
12 Intergovernmental Agreement. The first major task was establishing a spreadsheet model which put
13 values on the plant and all of its improvements. It took most of 2010 for the parties to agree upon the
14 data contained on that spreadsheet. It also took some time for Village and Town officials to agree on
15 benchmark versions of the existing agreements.

16
17 The issue of plant ownership was discussed at a number of Utility Committee meetings in 2010, 2011,
18 2012 and 2013, and was also addressed at several Village Board Meetings and almost every
19 Negotiating Committee Meeting which was conducted between February, 2011 and March, 2013. The
20 typical complaint from the Town was that they wanted to discuss ownership because they didn’t like
21 the agreement from 1988 and wanted the Village to give them approximately a 45% ownership stake
22 in the plant for \$0.

23
24 Since 2013, the Utility Committee has been discussing the Town’s complaint, and Village officials
25 have sent Town officials a series of letters in an attempt to resolve the issue to no avail. The Village
26 has provided all the documents it possesses which demonstrate ownership, and the Town has been
27 unable to find the “smoking gun” letter which demonstrates that they do, in fact, have an ownership
28 claim. In 2013 an Operating Agreement which specifically excluded the issue of plant ownership and
29 provided language on how to address issues like that was finally agreed upon, and a copy of that
30 portion of the agreement - §12.3, was included in the meeting packets.

31
32 A meeting between Village and Town officials to discuss the ownership issue was scheduled for
33 January 7, 2015, but the Town again failed to present any information, and, instead, claimed that they
34 needed more time as their consultant was not available. The Village was prepared to present its case at
35 that meeting. There have already been numerous meetings scheduled and cancelled because the Town
36 wasn’t ready. Town members did make a motion to delay action on this issue until a meeting could be
37 scheduled at some point in the future when their consultant was available, but that motion failed on a 3
38 to 3 vote. The Village then made a motion to recommend proceeding to mediation, but that motion
39 likewise failed on a 3 to 3 vote.

40
41 Village officials are contending that §12.3 of the 2013 Operating Agreement was intended to be an
42 avenue for resolving the previously mentioned issue. Specifically, §12.2(b) states:

43
44 “If mediation is unsuccessful, or if a mediator has not been appointed within ninety
45 days of the date on which either party names a mediator, either party may proceed to
46 commence action in Circuit Court.”.

47
48 The Village Attorney was contacted and he suggested that the Chair of the Wisconsin Bar Association
49 Dispute Resolution Section, Michael Rust, be contacted. Rust is prepared to recommend some
50 mediators if that is the direction the Village Board decides to take. The Village’s consultant, Robert
51 Kufrin, noted that he believes mediation must focus on whether or not the Town does, in fact, have an

1 ownership stake in the plant based on the documentation from 1985 to 1990.
 2 *A motion was made by Clove, seconded by Solomon that the Village Administrator shall see that a*
 3 *letter is sent to the Town of Liberty Grove and the Liberty Grove Utility District on behalf of the*
 4 *Village Board ASAP. In that letter the Village shall affirm ownership of the Wastewater Treatment*
 5 *Plant, main lift station and outfall pipe, and shall also affirm:*

- 6
- 7 1. *That the Utility Committee attempted in good faith to resolve the issue of plant ownership*
 8 *under §12.3 of the Intergovernmental Agreement, but in the Village's opinion was not*
 9 *successful;*
- 10 2. *That the Town has not presented any written information that it has an ownership stake in the*
 11 *plant;*
- 12 3. *That the Village Board does not believe negotiations between the Town Board and the Village*
 13 *Board will resolve the plant ownership issue when the Utility Committee has not;*
- 14 4. *That the Village wants to proceed to mediation immediately, which is consistent with the letter*
 15 *from John Lowry dated December 19, 2014; and,*
- 16 5. *That the Chairperson of the Village's Utility Committee, Village President and Village*
 17 *Administrator are authorized to submit the name of a person to act as Mediator to the Town*
 18 *as soon as practical.*

19 *Motion carried – All ayes.*

20

21 **Item No. 4. Consider a motion to amend an existing contract with Donohue and Associates in the**
 22 **amount of \$17,450 for various actions associated with utilities relocation as a part of the Bay**
 23 **Shore Drive Reconstruction Project:**

24 In accord with §BH of the Municipal Agreement Village officials entered into with the Department of
 25 Transportation in December, the Village will be required to re-route the water and wastewater lines
 26 near Gateway Park, which is the second phase of construction on the Bay Shore Drive Reconstruction
 27 Project. While the State will contract for the required work, the Utility still has a number of technical
 28 and financial responsibilities with respect to this portion of the Bay Shore Drive Reconstruction
 29 Project and must ensure that an engineer is on-site. Donohue and Associates was previously retained
 30 to provide engineering services for the Village with respect to the reconstruction project, and they
 31 would be willing to do the additional work for \$17,450. A draft of a document which is entitled,
 32 "Amendment No. 3 to Engineering Service Agreement" was included in the meeting packets, and the
 33 Board members jointly reviewed that document.

34

35 Duffy noted that it was his understanding that there were always going to be two phases to the Bay
 36 Shore Drive Reconstruction Project, and questioned why the costs of engineering services for the
 37 second phase weren't included in the initial cost estimate and scope of work. Lienau and Solomon
 38 concurred. Jacobson and Jackson responded that there was a considerable amount of unanticipated
 39 engineering work which arose during Phase I. Inclement weather was also a factor. There are funds
 40 available to cover the additional expense.

41

42 *The Board members requested a detailed accounting of estimated work vs. actual in Phase I, as well*
 43 *as copies of the original contract and Amendment No. 2. They also requested that a representative of*
 44 *Donohue & Associates attend the next Board meeting to explain why the additional charges will be*
 45 *necessary.*

46

47 *A motion was made by Lienau, seconded by Baker that Agenda Item No. 4 – Consider a motion to*
 48 *amend an existing contract with Donohue and Associates in the amount of \$17,450 for various actions*
 49 *associated with utilities relocation as part of the Bay Shore Drive Project, shall be tabled until the*
 50 *February meeting of the Village Board. Motion carried – All ayes.*

51

1 **Item No. 2. Consider a motion to award a contract to North Road Construction/Gino J.**
2 **Gernignani, 1304 North Road, Green Bay, WI, in the amount of \$28,000 for renovation of the**
3 **Marina public restrooms:**

4 It was necessary to let a second round of bids for the Marina Public Restroom Renovation Project
5 because it appeared that the costs of the project would exceed the threshold for public bidding. The
6 second set of bids ranged from \$28,000 to \$44,030. The Village has received a grant in the amount of
7 \$25,000 from the DNR for this project with a limit of up to a 50% match. Gino Gernignani of North
8 Road Construction from Green Bay submitted the bid of \$28,000, and the Marina Committee has
9 recommended that that bid be accepted. Background checks have been done and references checked,
10 and there do not appear to be any issues.

11
12 *A motion was made by Clove, seconded by Baker that the Village Board accepts the recommendation*
13 *of the Marina Committee and accepts the bid of North Road Construction of Green Bay, WI in the*
14 *amount of \$28,000 for renovation of the Marina public restrooms. Motion carried – All ayes.*

15
16 **Item No. 3. Consider a motion to award a contract to Living Labs, LLC in the amount of**
17 **\$13,900 for production of a Wayfinding Signage Master Plan and type designs:**

18 Three firms which specialize in creation of Wayfinding Signage Master Plans were interviewed by
19 staff members, and two of them submitted proposals to work on the Village's Wayfinding Signage
20 Project. Living Labs' proposal was the most reasonably priced. Further, their employees are already
21 familiar with Northern Door as they are the contracted designers for the Village of Ephraim's new
22 streetscape. The Parks Committee has recommended that Living Labs' proposal in the amount of
23 \$13,900 be accepted.

24
25 *A motion was made by Lienau, seconded by Enquist that the Village Board accepts the*
26 *recommendation of the Parks Committee and accepts the bid of Living Labs, LLC in the amount of*
27 *\$13,900 for development of a Wayfinding Signage Master Plan and type designs. Motion carried – All*
28 *ayes.*

29
30 **Item No. 5. Consider a motion to schedule Open Book and Board of Review dates for 2015:**

31 Amy Zacharias of Action Appraisers has requested that the Village Board consider scheduling Open
32 Book and Board of Review dates soon.

33
34 *A motion was made by Solomon, seconded by Baker that the Open Book session for 2015 for the*
35 *Village of Sister Bay shall be conducted from 2:30 P.M. to 4:30 P.M. on May 28, 2015, and the Board*
36 *of Review session for 2015 shall be scheduled for 5:00 P.M. on June 16, 2015. Motion carried – All*
37 *ayes.*

38
39 **Item No. 6. Consider a motion to confirm and appoint President Lienau's nomination of**
40 **qualified citizens to fill vacancies on Committees, Commissions and Board for the Village of**
41 **Sister Bay:**

42 Lienau stated that he did not wish to nominate anyone to serve on Village Committees, Commissions
43 or Board at this time.

44
45 **Item No. 7. Report on County activities from the County Supervisor, Dave Lienau:**

46 Lienau gave the following oral report:

- 47
48
 - *The County Board met this morning.*
 - *Work is ongoing on recruitment of candidates for a new Administrator and a new Finance*
 - *Director.*
 - *Several Unassigned Fund Balance Transfers have been approved.*
- 49
50
51

- 1 • *A three year fiber to the home project was also approved.*
- 2 • *The Board approved the expenditure of up to \$150,000 to do a study and determine the need*
- 3 *for construction of a Human Services Building, which will also serve as an Aging and*
- 4 *Disability Resources Center.*

5

6 **Item No. 8. Review of the financial statements and consideration of a motion to approve the**

7 **monthly bills:**

8 Payment Approval Reports for the period December 30, 2014 through January 27, 2015 were included

9 in the meeting packets, and the Board members jointly reviewed those documents. Neuman distributed

10 copies of the Appropriations Report for January, and noted that a large portion of the \$1,401,099.66

11 depicted on that document is comprised of real estate tax payment receipts from the County Treasurer

12 and required settlements to Gibraltar School, NWTC, and Door County. When the settlements are

13 subtracted, the actual amount of money disbursed by the Village during the month will be

14 \$241,439.16.

15

16 *A motion was made by Baker, seconded by Baker that the monthly bills depicted on the reports which*

17 *were included in the meeting packets totaling \$1,401,099.66 are all approved. Motion carried – All*

18 *ayes.*

19

20 **Item No. 9. Report from the Village Administrator on various actions:**

21 Jackson reported on the following issues:

22

23 **A. Street Lighting/Line Burial:**

24 Some issues were identified with maintaining street lighting while work is done on the Line

25 Burial Project. Work should commence on that project next week. Hopefully WPS and the

26 Village's Engineers will be able to come up with solutions to the issues which have been

27 identified which will satisfy D.O.T. regulations. The street lights behind the Post Office will

28 come down, but lights will be installed on the Post Office building. At some point the lights in

29 Marina Park will also have to come down. Hopefully two-way traffic will be maintained in

30 most of the downtown area while work is done on the Line Burial Project, but detours will be

31 in effect by Husby's and the Sister Bay Bowl due to street width issues. Detours will also be in

32 effect for a short period of time at intersections where three phase and single phase crossings

33 will occur. Whenever detours are in effect the generic wayfinding signage which was installed

34 last year will be utilized.

35

36 *Several of the Board members indicated that they would like to see cost estimates before any*

37 *final decisions are made regarding maintaining street lighting while work is done on the Line*

38 *Burial and Bay Shore Drive Reconstruction Projects. They would also like to know what the*

39 *D.O.T. will require.*

40

41 **B. Enforcement Actions:**

42 For quite some time now a vehicle and a trailer have been abandoned at the Country Walk

43 Shops. Jackson has sent a letter to the owner of those items, but it now appears that the

44 Country Walk Owner's Association will be taking corrective measures.

45

46 **Committee Reports:**

47 **(1) Administrative Committee:**

48 The Administrative Committee has not met recently.

49

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

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

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

2 The Communication and Technology Committee has not met recently.

3
4 **(4) Door County Coastal Byways Commission**

5 No action based on the minutes which were included in the meeting packets. At the January 14th
6 meeting website updates were discussed. Efforts will be made to lobby the Federal Highway
7 Administration to grant national Scenic Byway designations.

8 **(5) DCEDC**

9 No action based on the minutes which were included in the meeting packets. At the January meeting a
10 presentation was made regarding WEDC program opportunities.

11
12 **(6) Economic Development Committee**

13 The Economic Development Committee has not met recently.

14
15 **(7) Finance Committee**

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

17
18 *A motion was made by Duffy, seconded by Lienau that the minutes for the November 18, 2014 meeting*
19 *of the Finance Committee be approved as presented. Motion carried – All ayes.*

20
21 **(8) Fire Board and Fire District Exploratory Committee:**

22 No action based on the Fire District Exploratory Committee minutes which were included in the
23 meeting packets. The Fire Board has not met recently.

24
25 **(9) Historical Society**

26 The Historical Society Board of Directors will be meeting in February.

27
28 **(10) Library Commission**

29 No action based on the minutes which were included in the meeting packets. A new company has been
30 hired to maintain the fire sprinkler system at the Library.

31
32 **(11) Marina Committee and Marina Fest Committee:**

33 There is a possibility that Marina Fest activities will be expanded so that the festival lasts for two days,
34 and, to that end, a lumberjack competition is being considered. More information will be provided as
35 soon as it is available.

36
37 **(12) Marketing Committee:**

38 No action based on the minutes which were included in the meeting packets. "Midwest Sunsplash", a
39 diverse music festival, will be conducted in the Village on August 8, 2015. Hopefully the Performance
40 Pavilion will be accessible, but if it is not, the Dog Park and the Sports Complex will be utilized. The
41 recommendation has been made that camping be allowed at the Sports Complex during that event, and
42 a referral has been made to the Parks Committee. Further information will be provided as soon as it
43 becomes available.

44
45 There is a possibility that antique dealers may be invited to participate in the Village-Wide Rummage
46 Sale.

47
48 **(13) Parks**

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

50
51

1 **(14) Personnel Committee:**

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

3
4 *A motion was made by Duffy, seconded by Zacek that the minutes for the December 3, 2014 meeting of*
5 *the Personnel Committee be approved as presented. Motion carried – All ayes.*

6
7 **(15) Plan Commission**

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

9
10 **(16) SBAA**

11 No action based on the minutes which were included in the meeting packets. The 2015 budget has
12 been approved and a Personnel Committee was created. The SBAA Board of Directors has
13 recommended that Village officials consider installing a Village-wide WiFi system. Nate Bell of DC
14 Broadband will be providing a written proposal to Jackson.

15
16 A copy of a financial report for the SBAA for the fourth quarter of 2014 was distributed, and the
17 Board members jointly reviewed that document.

18
19 *A motion was made by Lienau, seconded by Enquist that the quarterly financial support for the SBAA*
20 *in the amount of \$12,500 shall be released ASAP. Motion carried – All ayes.*

21
22 **(17) Teen Center**

23 The Teen Center Board has not met recently.

24
25 **(18) Tourism Zone Commission**

26 No action based on the minutes which were included in the meeting packets. The Commission has
27 decided to table the Marina Room Tax issue indefinitely.

28
29 **(19) Utilities – Water, Sewer, and Storm Sewer Committees**

30 The minutes for the January 6, 2015 meeting of the Utilities and Water, Sewer and Storm Sewer
31 Committees were included in the meeting packets.

32
33 **(20) Administration/Compensation Oversight**

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

35
36 *A motion was made by Lienau, seconded by Duffy that the minutes for the November 13, 2014 meeting*
37 *of the Administration/Compensation Oversight Committee be approved as presented. Motion carried –*
38 *All ayes.*

39
40 **(21) Waterfront Oversight**

41 The Waterfront Oversight Committee has not met recently.

42
43 **16. Discussion regarding matters to be placed on a future agenda or referred to a committee,**
44 **official or employee:**

45 It was the consensus that the following item shall be added to the Agenda for the February meeting of
46 the Village Board:

- 47
48
 - *Consider a motion to amend an existing contract with Donohue and Associates in the amount*
49 *of \$17,450 for various actions associated with utilities relocation as part of the Bay Shore*
50 *Drive Project.*

51

1 *The Board members requested that a detailed accounting of estimated work vs. actual for*
2 *Phase I of the Bay Shore Drive Reconstruction Project, as well as copies of the original*
3 *contract and Amendment No. 2 be included in the meeting packets. They also requested that a*
4 *representative of Donohue & Associates be invited to attend the meeting to explain why the*
5 *additional charges will be necessary.*

6
7 **Adjournment:**

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

10 *Respectfully submitted,*



11
12 Janal Suppanz,
13 Assistant Administrator
14
15

VILLAGE OF SISTER BAY BOARD OF TRUSTEES MEETING MINUTES
TUESDAY, FEBRUARY 24, 2015
SISTER BAY-LIBERTY GROVE FIRE STATION – 2258 MILL ROAD
UNAPPROVED VERSION

The February 24, 2015 meeting of the Village of Sister Bay Board of Trustees was called to order by Acting President Shane Solomon at 6:35 P.M. (Dave Lienau, the elected Village President, was unable to attend this meeting, and asked Solomon to assume his duties.)

Present: Acting President Solomon and Trustees John Clove, Pat Duffy, Scott Baker, and Nora Zacek.

Excused: Dave Lienau and Kathy Enquist

Staff Members: Village Administrator Zeke Jackson and Finance Director Juliana Neuman.

Others: Laddie Chapman

Approval of the agenda as published:

A motion was made by Clove, seconded by Zacek that the Agenda for the February 24, 2015 meeting of the Village Board be approved as presented. Motion carried – All ayes.

Approval of minutes as published:

Minutes for the January Village Board Meeting were not included in the meeting packets as Janal Suppanz, who has been on medical leave due to hip replacement surgery, was unable to transcribe them prior to this meeting. They will be included in the meeting packets for the March meeting of the Village Board.

Comments and Correspondence

Solomon asked if anyone wished to address a non-agenda item. No one responded.

Jackson noted that a copy of an e-mail which was received from Jerry Zaug, the owner of the Country House Resort, as well as a letter from Carrie Counihan of the Door County Humane Society had been included in the meeting packets.

In his e-mail Zaug indicates that he has heard that a developer intends to build up to 36 luxury apartments on “The Old Ball Field Property”. He owns all the land between the proposed development and the bay, and is concerned that residents at the apartment complex will walk down N. Highland Road, continue through the parking lot at The Country House Resort and travel down the paved path which leads to the water. This is private property and is only intended for use by guests at the Country House Resort.

In her letter Counihan thanks the Village for making a contribution to support the Door County Humane Society. During the past year 700 dogs and cats were either brought in or surrendered to the Door County Humane Society, and 515 of those animals were adopted and now have “forever homes” In addition, 94 stray dogs and 21 stray cats were also returned to their owners.

New Village Board Business

Item No. 1. Consider a motion to act on a recommendation of the Plan Commission after a duly noticed and advertised public hearing was conducted, and approve Ordinance No. 235, which amends the Zoning Map for the Village of Sister Bay as it relates to Parcel No. 181-00-

1 **05312833D, consisting of approximately 1.78 acres on N. Highland Road, by rezoning that**
 2 **property from R-4 to R-2:**

3 The Village had previously committed to swap a portion of the property which is commonly referred
 4 to as “The Old Ball Field Property”, which is currently zoned R-4, with Mike Johnson. Over the
 5 course of approximately one and a half years three attempts were made to work with Mr. Johnson to
 6 facilitate the swap, but he still has not completed the required actions. Therefore, the Finance
 7 Committee decided to consider a second offer on the parcel which was submitted by Premier Real
 8 Estate. The land immediately to the north is already zoned R-2, and Premier Real Estate does plan to
 9 develop both lots. Given the fact that the land to the south is zoned B-1 - General Business, it would
 10 be appropriate to change the zoning for Parcel No. 181-00-05312833D to R-2. The Plan Commission
 11 has recommended that this occur, and a draft of Ordinance No. 235 was included in the meeting
 12 packets.
 13

14 *A motion was made by Clove, seconded by Baker that the Village Board accepts the recommendation*
 15 *of the Plan Commission and approves Ordinance No. 235, which amends the Zoning Map for the*
 16 *Village of Sister Bay as it relates to Parcel No. 181-00-05312833D, which consists of approximately*
 17 *1.78 acres on N. Highland Road, by rezoning that property from R-4 to R-2. Motion carried – All*
 18 *ayes.*
 19

20 **Item No. 2. Consider a motion to approve Resolution No. 305, which authorizes a Certified**
 21 **Survey Map combining Parcel No. 181-00-05312833D and 181-00-05312833D2:**

22 The Village has sought to dispose of properties which were not identified as being “core” to the
 23 recreation, leisure, and tourism promotion facets of Village public policy in the Comprehensive
 24 Outdoor Recreation Plan. An Offer to Purchase the property which is commonly referred to as “The
 25 Old Ballfield Property” was submitted by Premier Real Estate, and that offer has been accepted. The
 26 owners of Premier Real Estate would like to construct thirty-six luxury multi-family units on the land.
 27 A CSM which combines Parcel No. 181-00-05312833D and 181-00-05312833D2 was presented to the
 28 Plan Commission, and they recommended that it be approved. An applicable Resolution was included
 29 in the meeting packets. The CSM does provide for a utility maintenance easement for the water tower
 30 and an easement for a 30’ sanitary and water main which will be dedicated to the Village, as well as a
 31 utility easement which was granted to the Johnson family a number of years ago. Baker pointed out
 32 that “Jungwirth Court” is misspelled on the previously mentioned Resolution.
 33

34 *A motion was made by Clove, seconded by Baker that the Village Board accepts the recommendation*
 35 *of the Plan Commission and approves Resolution No. 305, which authorizes a CSM combining Parcel*
 36 *No. 181-00-05312833D and 181-00-05312833D2 as corrected. Motion carried – All ayes.*
 37

38 **Item No. 3. Consider a motion to approve Resolution No. 306, which authorizes a Development**
 39 **Agreement for the land which is commonly referred to as “The Old Ball Field Property”:**

40 A draft of a Development Agreement between the Village of Sister Bay and Premier Real Estate, as
 41 well as Resolution No. 306, which authorizes that agreement, were included in the meeting packets
 42 and the Board members jointly reviewed those documents. (The legal name of Premier Real Estate is
 43 “Premier Niagara Ridge, LLC”, and it is a Wisconsin limited liability company.) The members of the
 44 Plan Commission have recommended that the Development Agreement be conditionally approved as
 45 there are some engineering issues which still have to be addressed.
 46

47 *A motion was made by Solomon, seconded by Duffy that the Village Board accepts the*
 48 *recommendation of the Plan Commission and conditionally approves Resolution No. 306, which*
 49 *authorizes a Development Agreement with Premier Real Estate, d/b/a “Premier Niagara Ridge,*
 50 *LLC”. Motion carried – All ayes.*
 51

1 **Item No. 4. Consider a motion to convene into closed session pursuant to Wis. Stats., §19.85(1)(c)**
 2 **to discuss personnel and employee benefits, and §19.85(1)(e) to deliberate or negotiate the**
 3 **purchase of public properties, the investment of public funds, or conduct other specified public**
 4 **business, whenever competitive or bargaining reasons require a closed session:**

5 *At 6:49 P.M. a motion was made by Solomon, seconded by Baker that the Village Board convene into*
 6 *closed session pursuant to Wis. Stats., §19.85(1)(c) to discuss personnel and employee benefits, and*
 7 *§19.85(1)(e) to deliberate or negotiate the purchase of public properties, the investment of public*
 8 *funds, or conduct other specified public business, whenever competitive or bargaining reasons require*
 9 *a closed session. A roll call vote was taken on the motion and the Board members voted in the*
 10 *following fashion:*

11
 12 *Baker – Aye; Clove – Aye; Duffy – Aye;*
 13 *Solomon – Aye; Zacek – Aye.*

14
 15 *Motion carried.*

16
 17 **Item No. 5. Consider a motion to reconvene into Open Session:**

18 *At 8:16 P.M. a motion was made by Solomon seconded by Duffy that the Board reconvene into Open*
 19 *Session. A roll call vote was taken on that motion, and the Board members again voted in the*
 20 *following fashion:*

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

24
 25 *Motion carried.*

26
 27 **Item No. 6. Consider a motion to reconvene into open session:**

28 *A motion was made by Solomon, seconded by Duffy that a full-time Village of Sister Bay Marketing*
 29 *Director Position shall be created. The Marketing Director will not be eligible for benefits until he or*
 30 *she has satisfied a ninety (90) day probationary period. Motion carried – All ayes.*

31
 32 **Item No. 7. Consider a motion to confirm and appoint President Lienau’s nomination of**
 33 **qualified citizens to fill vacancies on Committees, Commissions or Boards for the Village of**
 34 **Sister Bay:**

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

36 *Since Lienau was not in attendance neither of these agenda items were addressed.*

37
 38 **Item No. 8. Review of the financial statements and consideration of a motion to approve the**
 39 **monthly bills:**

40 *Payment Approval Reports for the period January 28, 2015 through February 24, 2015 were included*
 41 *in the meeting packets, and the Board members jointly reviewed those documents. Neuman distributed*
 42 *copies of the Appropriations Report for February, and noted that a large portion of the \$1,574,814.56*
 43 *depicted on that document is comprised of real estate tax payment receipts from the County Treasurer*
 44 *and required settlements to Gibraltar School, NWTC, and Door County.*

45
 46 *The Board members requested that someone check into the possibility of “winter rates” being imposed*
 47 *for television and internet service at the Boathouse and Marina Office. Neuman will contact Charter*
 48 *Communications to see if that is possible and report her findings at the next Board Meeting.*

49
 50
 51

1 *A motion was made by Clove, seconded by Baker that the monthly bills depicted on the reports which*
 2 *were included in the meeting packets totaling \$1,574,814.56 are all approved. Motion carried – All*
 3 *eyes.*

4
 5 **Item No. 9. Report from the Village Administrator on various actions:**

6 Jackson reported on the following issues:

7
 8 **A. Street Lighting/Line Burial:**

9 The Bay Shore Drive Reconstruction Oversight Committee met a short time ago and did
 10 address the street lighting issue. The Committee members decided that temporary street lights
 11 should be installed. The cost of installing the temporary lights will be between \$5,000 and
 12 \$6,000.

13
 14 Due to the cold weather work was delayed on the line burial project. Shortly after work
 15 resumes Bay Shore Drive will be completely shut down between Maple Drive and Mill Road
 16 and temporary detours will be in effect.

17
 18 **B. Beach Reconstruction Project:**

19 A pre-construction meeting was conducted regarding the Beach Reconstruction Project last
 20 week, and hopefully construction will commence within the next few weeks as the contractor
 21 who will be working on the project wants to take advantage of the current ice conditions.
 22 There is some question as to what actions the State's Joint Finance Committee will actually
 23 take with respect to the award of the grant funding for the Beach Reconstruction Project, as
 24 some issues have arisen with the State's budget. The grant funds which were promised by the
 25 federal government will still be available. When the matter is finally referred to the Joint
 26 Finance Committee Jackson will send the Board members an e-mail and request that they
 27 contact our State legislators and advocate for award of the grant funds, as the project will
 28 impact the environment and have a positive effect on job creation and growth in the Sister Bay
 29 area.
 30

31 **Committee Reports:**

32 **(1) Administrative Committee:**

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

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

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

36 **(5) DCEDC**

37 **(6) Economic Development Committee**

38 **(7) Finance Committee**

39 **(8) Fire Board and Fire District Exploratory Committee:**

40 **(9) Historical Society**

41 **(10) Library Commission**

42 **(11) Marina Committee and Marina Fest Committee:**

43 **(12) Marketing Committee**

44 **(13) Parks**

45 **(14) Personnel Committee**

46 **(15) Plan Commission**

47 **(16) SBAA**

48 **(17) Teen Center**

49 **(18) Tourism Zone Commission**

50 **(19) Utilities – Water, Sewer, and Storm Sewer Committees**

51 **(20) Administration/Compensation Oversight**

1 **(21) Waterfront Oversight**

2 *Since no Committee or Commission minutes had been included in the meeting packets, all the*
3 *Committee Reports for February will be addressed at the March meeting of the Village Board.*

4
5 **16. Discussion regarding matters to be placed on a future agenda or referred to a committee,**
6 **official or employee:**

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

9
10 **Adjournment:**

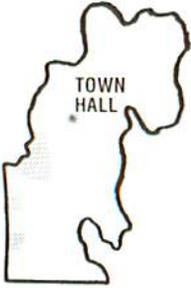
11 *A motion was made by Baker, seconded by Duffy to adjourn the meeting of the Board of Trustees at*
12 *8:35 P.M. Motion carried – All ayes.*

13
14 Respectfully submitted,



15
16 Janal Suppanz,
17 Assistant Administrator

18
19
20
21
22
23
24
25
26
27
28
29
30
31



TOWN OF LIBERTY GROVE

County of Door

Town Hall: 11161 Old Stage Road
 Sister Bay, Wisconsin 54234
 Phone: 920-854-2934
 Fax: 920-854-7366
 tlibertygrove@dcwis.com

February 21, 2014

To: John Bacon
 8135 White Cliff Rd
 Egg Harbor WI 54209

Ref: Grand Traverse Islands National Lakeshore

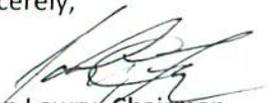
This letter comes to you as a result of discussion and action on the part of the Town of Liberty Grove Economic Development Committee and Town Board. Both bodies have reviewed and evaluated your proposal for a new National Lakeshore. They have heard your proposal for approaching the Congress in setting up this park. They understand a project of this magnitude will take great effort and perseverance, and feel your resolve may be just what it takes to pull off this feat.

As part of the populace that lives on the Niagara Escarpment, the extension of which will comprise this park, the realization is that it is often taken for granted what we have here, and don't think about what a special place exists under our feet. Only when a proposal like this comes forward do we pause and think about what we are experiencing on a daily basis, an experience that others only wish they could have for themselves. The islands, water, forests and animals that make up the ecosystems of this proposed National Lakeshore are certainly worthy of protection, along with the historical places involved.

It is because of these observations of the proposed area and the desire to not only protect it, but also the opportunity for others to experience what we live so close to, that the Liberty Grove Town Board has acted by unanimous consent to send this letter of support of the endeavor to establish a National Lakeshore with the Grand Traverse Islands as its focal point.

Liberty Grove stands ready to assist in whatever ways may be feasible to help accomplish the establishment of the Grand Traverse Islands National Lakeshore.

Sincerely,



John Lowry, Chairman
 Town of Liberty Grove



VILLAGE OF SISTER BAY BOARD REPORT

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

Meeting Date: 03/30/15

Item No. 2

Recommendation: That the Village Board adopt Resolution 307-033015, authorizing Village Staff to obtain \$530,000 in Bank Financing.

Background: The Development Agreement with Stony Ridge Development LLC provides for a loan to the developer in the amount of \$530,000. The Village Finance Committee has reviewed the general terms provided from Baylake Bank for the loan: 2.66%, interest only for 2 years, with P&I for 8.

The members of the Plan Commission have recommended approval of the agreement. The Finance Committee has reviewed the terms, in general, and recommended approval of the note.

Fiscal Impact: None.

Respectfully submitted,

Zeke Jackson
Village Administrator

RESOLUTION № 307-033015
RESOLUTION AUTHORIZING BANK BORROWING IN THE
AMOUNT OF \$530,000

WHEREAS, THE VILLAGE BOARD OF THE VILLAGE OF SISTER BAY, DOOR COUNTY, WISCONSIN (THE "VILLAGE") HEREBY FINDS AND DETERMINES THAT IT IS NECESSARY, DESIRABLE AND IN THE BEST INTEREST OF THE VILLAGE TO RAISE FUNDS FOR THE PURPOSE OF INFRASTRUCTURE IMPROVEMENT, AND THERE ARE INSUFFICIENT FUNDS ON HAND TO PAY SAID COST;

WHEREAS, THE VILLAGE BOARD DEEMS IT TO BE NECESSARY, DESIRABLE AND IN THE BEST INTEREST OF THE VILLAGE TO FACILITATE ORDERLY DEVELOPMENT OF THE VILLAGE, ESPECIALLY AREAS IDENTIFIED IN TIF 1;

WHEREAS, THE VILLAGE PLAN COMMISSION AND FINANCE COMMITTEE HAVE RECOMMENDED A DEVELOPMENT AGREEMENT WITH STONY RIDGE DEVELOPMENT LLC. FOR APPROVAL;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees for the Village of Sister Bay that Village Staff are authorized to obtain a bank loan in the amount of \$530,000, under reasonable terms. These funds are for the purpose of fulfilling the terms of the development agreement with Stony Ridge Development LLC.

BE IT FURTHER RESOLVED that the Village Clerk shall see that a copy of this Resolution is provided to Premier Real Estate, The Village Clerk shall also see that the CSM is recorded in the Office of the Register of Deeds for Door County in as timely a fashion as possible.

INTRODUCED at a regular meeting of the Board of Trustees of the Village of Sister Bay held this 30th day of March, 2015.

Passed and adopted this 30th day of March, 2015.

David W. Lienau, President

ATTEST:

Christy Sully, Village Clerk WCPC

VOTE: Ayes _____ Noes _____



VILLAGE OF SISTER BAY BOARD REPORT

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

Meeting Date: 03/30/15

Item No. 3

Recommendation: That the Village Board approve a development agreement with Stony Ridge Development LLC, and adopt Resolution 308-033115.

Background: Keith Garot has developed several acres in the area West of STH 57. Land with improvements is almost completely developed; this Development Agreement covers the next tranche of his development activity there. This development will include multi-family, condo, single family and storage improved structures on 18 lots in Phase I.

Aside from the physical regulation that typically takes place in a development agreement, this agreement provides for an improvement loan to the developer in the amount of \$530,000 to cover the cost of roads, stormwater management, electric, water and sanitary infrastructure improvements; these improvements (except storm and electric) will be dedicated to the Village as a condition of development. All lots except multi-family and storage, will be secured with a first position mortgage; Outlots 1 and 2 will have a 2nd position mortgage for the Village. The term of the loan is 10 years: 2 of interest only, 8 of P&I.

This development will create approximately \$5,000,000 in new construction value over 5 years and is located in the TIF.

The members of the Plan Commission have recommended approval of the agreement. The Finance Committee has reviewed the terms, in general, and recommended approval of the note.

Fiscal Impact: None.

Respectfully submitted,

Zeke Jackson
Village Administrator

RESOLUTION № 308 - 033015
APPROVING A DEVELOPMENT AGREEMENT FOR THE STONY
RIDGE DEVELOPMENT PROJECT

WHEREAS, on March 24, 2015, the Plan Commission of the Village of Sister Bay has reviewed a site plan submitted by Stony Ridge Development LLC; and

WHEREAS, the Plan Commission has recommended approval of a corresponding development agreement for the project located on Applewood Drive;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Sister Bay, Wisconsin that the attached development agreement dated March 30, 2015, be and hereby is conditionally approved subject to Village staff and engineer approval.

INTRODUCED at a regular meeting of the Board of Trustees of the Village of Sister Bay held this 30th day of March, 2015.

Passed and adopted this ____ day of _____, 2015.

 David W. Lienau, President

ATTEST:

 Christy Sully, Village Clerk WCPC

VOTE: Ayes ____ Noes ____

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this "Agreement") is made as of the 31st day of March, 2015 (the "Effective Date"), by and between the **Village of Sister Bay, Wisconsin** and **Stony Ridge Development, LLC**.

RECITALS

- (i) Developer owns certain land in the Village of Sister Bay, Door County, Wisconsin described on Exhibit A attached hereto (the "Land").
- (ii) Developer intends to construct the Project on a portion of the Land.
- (iii) In connection with construction of the Project, the Village intends to make a loan to Developer, to be used by Developer for the construction and installation of certain infrastructure improvements for the Project.
- (iv) The parties enter into this Agreement for the purpose of setting forth certain rights, duties and obligations of the parties with respect to the construction of the infrastructure improvements and the making of the loan.

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

1. **Project Overview.** Developer owns the Land and intends to construct on the portions of the Land known as Lots 1 through 18 (inclusive) of the Stony Ridge Plat certain multi-family housing units, single-family housing units, condominiums and storage units, having a total assessed value of not less than \$5,075,000. The construction of the housing and storage units will be done in phases. Certain infrastructure improvements are needed in connection with the Project and Developer has asked the Village to make a loan in the amount of \$530,000 to Developer to be used solely for the construction of certain infrastructure improvements, which will be dedicated to the Village, and associated costs and engineering fees. The above is merely intended to be an overview, and the provisions set forth below provide additional detail and additional material terms and conditions.

2. **Definitions.** As used in this Agreement, the following terms shall have the following meanings:

- (a) "Anticipated Assessed Values" means: the anticipated assessed value per building type and per calendar year for the Project as specified in Exhibit C attached hereto.
- (b) "Bank" means: the Bank of Luxemburg.
- (c) "Bank Loan" means: a loan from the Bank in the amount of at most \$145,000 to fund the Village Project.

(d) “Bank Mortgage” means: a first lien mortgage securing the Bank Loan which encumbers only the Bank Primary Collateral Land and Outlot 2.

(e) “Bank Primary Collateral Land” means: Lots 4, 5, 6 and 7 of the Stony Ridge Plat, together with each lot’s respective appurtenant ownership interest in Outlot 1 as set forth in the Outlot 1 Governing Agreement. As set forth herein, the Bank Primary Collateral Land will be encumbered by the Bank Mortgage and will not be encumbered by the Mortgage.

(f) "Developer" means: Stony Ridge Development, LLC, a Wisconsin limited liability company.

(g) "Guarantor" means: Keith Garot, and any other person or entity that executes a guaranty of Developer's obligations hereunder.

(h) “Guaranty” is defined in paragraph 8 below.

(i) "Loan" means: the Village Loan.

(j) “Loan Repayment Reserve” means: at least \$45,000 of the Bank Loan which is to be retained by the Bank as a reserve account used solely for payments on the Loan. Any other use of such retained funds shall require the Village’s consent, which may be withheld in the Villages sole discretion.

(k) "Mortgage" means: real estate mortgage from Developer for the benefit of the Village, on all of the Land excepting only the Bank Primary Collateral Land (the “Mortgaged Land”), to secure repayment of the Loan, and constituting (i) a first priority lien with respect to the Village Primary Collateral Land, (ii) a first priority lien with respect to the Village Project Land, and (iii) a second priority lien with respect to Outlot 2 (subordinate only to the Bank Mortgage). The Mortgage shall be in the form attached hereto as Exhibit F-1. If requested by the Bank, in connection with the Mortgage, the Village agrees to execute and deliver a real estate mortgage subordination agreement relating to the Mortgage and the Bank Mortgage in the form attached hereto as Exhibit F-2.

(l) “Note” means: the instrument signed by Developer evidencing Developer’s obligation to repay the Loan in the form attached hereto as Exhibit E.

(m) “Outlot 1” means: the portion of the Land reserved for storm water management and labeled as “Outlot 1” on the Stony Ridge Plat. Outlot 1 will be owned in common by all of the lot owners as tenants in common and owned and maintained pursuant to the Outlot 1 Governing Agreement.

(n) “Outlot 1 Governing Agreement” means: a recorded document affecting the all of the Land which sets forth the respective percentage ownership of Outlot 1 among the lot owners as well as their respective maintenance and reimbursement responsibilities.

(o) “Outlot 2” means: the portion of the Land reserved for future development and labeled as “Outlot 2” on the Stony Ridge Plat, together with Outlot 2’s appurtenant ownership interest in Outlot 1, if any, as set forth in the Outlot 1 Governing

Agreement. As set forth herein, Outlot 2 will be encumbered by the Bank Mortgage (first position) and the Mortgage (second position).

(p) “Plans” means: Final detailed plans and specifications for the Project, including without limitation the Village Project, which shall include, without limitation, the following: all improvements now located or to be located on the Land, the footprint of all improvements and the square footage of all improvements, all easements, pathways, exterior boundary lines, walkways, parking and circulation areas, adjoining public streets and alleys, utilities, exits and entrances, all signage, curbs, gutters, sidewalks, landscaping, medians and street lighting, all materials to be used in construction, all interior and exterior finishes, the number and types of units, the number of stories in the buildings and parking structures, if any, building sections and elevations, description of room and space sizes, plan arrangement of rooms and functional spaces, exterior elevations, the stacking of floors and all construction elements, a narrative description of all structural systems, mechanical systems, electrical systems and any specialty systems. It is understood that the Plans will be finalized during the course of construction of the Project and will be based on the site plan and building plans approved by the Village pursuant to paragraph 4(e) below.

(q) “Project” means: The first phase of the Stony Ridge Project, comprised of one (1) lot (Lot 1 of the Stony Ridge Plat) to be developed as single-family condominium homes with two buildings and two units in each building, thirteen (13) lots (Lots 2, 3, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 of the Stony Ridge Plat) to be developed as single-family homes, three (3) lots (Lots 4, 5 and 6 of the Stony Ridge Plat) to be developed as multi-family apartments with one building (eight units) on each lot, and one (1) lot (Lot 7 of the Stony Ridge Plat) to be developed as a mini storage facility with approximately fifty storage units, along with a storm water management facility serving all of the Project on Outlot 1; and the Village Project; and filling, grading, installation of all utility services, installation and/or expansion of parking lots, installation of roads, sidewalks, driveways, walkways, curbs and gutters and all other site work as may be required in connection with the construction of the Project; and construction and installation of all other improvements as may be required in order to comply with applicable zoning and building laws, rules, regulations, codes and ordinances.

(r) “Project Commencement Date” means: April 15, 2015.

(s) “Project Completion Date” means: October 31, 2015.

(t) “Project Cost Breakdown” means: A current cost breakdown of construction and non-construction cost items (i.e., a line-item budget), clearly identifying development, engineering, construction, furnishing, equipping, financing, contingency and all other direct and indirect costs of development, construction and installation of the Project in accordance with the Plans for the Project.

(u) “Release Price” means: the amount of principal payment of the Loan required to partially release the applicable portion of the Mortgaged Land, as set forth on the Term Sheet.

(v) “Special Assessment” is defined in paragraph 12 below.

(w) “Stony Ridge Plat” means: the recorded plat of the Land for the Project. The current draft of the Stony Ridge Plat is attached hereto as Exhibit B and was approved by the Village on March 26, 2015.

(x) “Term Sheet” means: the summary of the terms and conditions of the Loan attached hereto as Exhibit D.

(y) “Village” means: The Village of Sister Bay, Door County, Wisconsin.

(z) "Village Loan" means: a loan to Developer in the original principal amount of \$530,000, the proceeds of which will be used to construct the Village Project and to reimburse the Village as set forth herein. The Village Loan shall bear interest and be repaid as set forth on the Term Sheet. The Village Loan shall be evidenced by the Note and secured by the Special Assessment, the Mortgage and the Guaranty.

(aa) "Village Plans" means: the plans, specifications, and design documents approved by the Village for the infrastructure improvements to be made by Developer on or in proximity to the Land with the proceeds of the Loan, which are to be transferred to the Village as set forth below.

(bb) “Village Primary Collateral Land” means Lots 1, 2, 3, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18 of the Stony Ridge Plat, together with each lot’s respective appurtenant ownership interest in Outlot 1 as set forth in the Outlot 1 Governing Agreement. As set forth herein, the Village Primary Collateral Land will be encumbered by the Mortgage and will not be encumbered by the Bank Mortgage.

(cc) "Village Project" means: the infrastructure improvements to be made by Developer, pursuant to the Village Plans, financed with the proceeds of the Loan.

(dd) "Village Project Completion Date" means: October 31, 2015.

(ee) “Village Project Land” means: the portions of the Land designated as “Northwoods Drive” and “Ava Hope Court” on the Stony Ridge Plat, together with Outlot 1. The Village Project Land (together with the Village Project) is to be transferred to the Village pursuant to the terms of this Agreement. As set forth herein, the Village Project Land will be encumbered by the Mortgage and will not be encumbered by the Bank Mortgage.

3. **Commitments; Repayment; Partial Releases of the Mortgage.**

(a) Subject to the terms and conditions of this Agreement: (a) Developer, at its cost and expense, will construct, install, furnish and equip the Project; and (b) the Village will make the Loan to Developer; and (c) the Developer shall pay an origination fee in connection with the Loan of \$500.

(b) Subject to the terms and conditions of this Agreement, Developer agrees to repay the Loan pursuant to the terms set forth herein (including, without limitation, Exhibit C attached hereto) and pursuant to the terms set forth in the Note and the Mortgage.

(c) If no Default has occurred and is continuing and all accrued interest on the Loan has been paid in full, when the Loan principal has been repaid by an applicable Release Price, the Village shall partially release the lien of the Mortgage from the applicable portion(s) of the Mortgaged Land within a reasonable period after Developer's written request therefor (including the description of the applicable portion(s) of the Mortgaged Land that the Developer desires to be released); provided, however that, unless the Loan is paid in full, there shall be no release of the Mortgage from the Village Project Land, it being the intention of the parties that such land will be conveyed to the Village upon completion of the Village Project; and provided further that the release of the Mortgage from Outlot 2 prior to the payment in full of the Loan shall be within the sole and absolute discretion of the Village.

4. **Conditions Precedent to Village's Obligations.** In addition to all other conditions and requirements set forth in this Agreement, the obligations of the Village under this Agreement are conditioned upon the satisfaction of each and every of the following conditions:

(a) On or before May 30, 2015, Developer, at its cost, will provide the Project Cost Breakdown to the Village. The Project Cost Breakdown shall be certified by Developer, its Project architect and general contractor as accurate and complete and shall be acceptable to the Village. The Project Cost Breakdown shall satisfy the Village and its appraiser, in each of their discretion, that, after completion of each component of the Project, the final appraised value of each component of the Project is anticipated to be equal to or greater than the applicable Anticipated Assessed Value and, after completion of the entire Project, the final appraised value of the Project is anticipated be equal to or greater than the Anticipated Assessed Values. The Project Cost Breakdown must otherwise show a state of facts acceptable to the Village.

(b) On or before May 30, 2015, Developer, at its cost, shall provide the Village with a detailed completion schedule for the Project which must be acceptable to the Village. Such schedule shall specify, in greater detail than on the Anticipated Assessed Values chart, the timing of all material aspects of the Project. Any revisions to such completion schedule shall be subject to the Village's review and approval.

(c) Prior to the execution of this Agreement, Developer shall provide the Village with evidence that Developer is authorized to enter into this Agreement and that the persons signing this Agreement on behalf of Developer are authorized to so sign this Agreement and to bind Developer to the terms and conditions of this Agreement. On or before April 15, 2015 Developer, at its cost, shall provide a certified copy of its organizational documents, a certificate of status issued by the Wisconsin Department of Financial Institutions, and resolutions or consents of its board of directors, partners or members, as the case may be, approving this Agreement and the transactions which are the subject of this Agreement.

(d) On or before April 30, 2015, Developer shall provide the Mortgage to the Village. In addition to the Mortgage, Developer shall execute and deliver any and all other documents reasonably required by the Village to effect the mortgage of the Mortgaged Land to the Village, including without limitation: title insurance from a title company acceptable to the Village insuring that the Mortgage is a first position lien with respect to the Village Primary Collateral Land and the Village Project Land and that the Mortgage is a second position lien with respect to Outlot 2 (subject only to the Bank Mortgage) and that there are no other mortgages or

other liens encumbering the Land other than the Bank Mortgage; an affidavit as to construction liens and possession sufficient in form and content to allow a title company to insure title to the Mortgaged Land free and clear of all construction liens and other standard title exceptions; and a disbursement agreement with a title company in form and content acceptable to the Village to administer advances on the Loan.

(e) On or before May 30, 2015, the Village and the State of Wisconsin shall have determined that the final Plans for the Project are acceptable to both the Village and the State and all approvals from the Village and the State of the Plans shall have been obtained.

(f) On or before March 30, 2015, the Village shall have approved this Agreement and the transactions contemplated herein, and all other agreements and/or transactions which require approval.

(g) No uncured default, or event which with the giving of notice or lapse of time or both would be a default, shall exist under this Agreement. Developer shall not be in default (beyond any applicable period of grace) of any of its obligations under any other agreement or instrument with respect to the Project to which Developer is a party or an obligor.

(h) On or before May 30, 2015, Developer shall have executed and delivered to the Village any documents and agreements as are required by this Agreement.

(i) On or before April 15, 2015, the Village shall have on hand, an unconditional firm commitment from a lender of Village's choice, under the terms of which the lender is ready, willing and able to commence disbursement of the funds necessary to make the Loan to Developer.

(j) On or before May 30, 2015, the Developer shall have completed the Village Plans which must be acceptable in all respects to the Village and if required, must have been approved by the State of Wisconsin without the imposition of any conditions or changes to the Village Plans submitted to the State. The Village Plan must show, among other things, that the Developer has obtained and is prepared to grant to the Village, 30-foot wide easements for utility services, including sanitary sewer, water and storm sewer and will dedicate to the Village 60-foot roadways.

(k) On or before April 30, 2015, Developer shall provide financial information of the Developer to the Village, which information shall be in form and content acceptable to the Village. The financial information shall include, without limitation, financial statements, balance sheet and income statements, net worth statements, operating statements, tax returns and such other financial information as maybe reasonably requested by Village. Subject to applicable law, including without limitation, Wisconsin Open Records Laws, the Village agrees to use reasonable efforts to keep confidential any financial information provided by Developer under this subparagraph (k) and paragraph 5(u) below; provided, however, that Developer shall expressly state that the information is to be kept confidential at the time of delivery to the Village by placing a "CONFIDENTIAL" stamp or other conspicuous marking on the document(s). Notwithstanding the foregoing, the Village may disclose any such information and documentation to its attorneys, accountants and other advisors in connection with the Project

and the Village may disclose such information and documentation in the exercise of any of its remedies hereunder for Developer's default.

(l) Prior to any disbursements of the Loan, including the initial disbursement, Developer shall have reimbursed in full to the Village all reasonable fees, costs and expenses then incurred to date by the Village, including attorneys' and engineers' fees, in connection with the negotiation and preparation of this Agreement, and all documents and agreements executed in connection therewith, and including any title company fees and expenses in connection with the title insurance for the Mortgage and the disbursement agreement for disbursements of the Loan. At the option of the Village, some or all of these fees, costs and expenses may from time to time be reimbursed to the Village as a disbursement of the Loan.

(m) On or before April 1, 2015, Developer shall provide the Village with evidence satisfactory to the Village that the Bank Loan has been funded and that Developer has, in combination with the Loan, available funds sufficient to construct and install the Village Project. Such evidence must be acceptable in all respects to the Village, including, without limitation, evidence that the Loan Repayment Reserve has been established and its use is restricted as contemplated herein.

(n) On or before May 30, 2015, the Developer shall have completed and recorded the Outlot 1 Governing Agreement which must be acceptable in all respects to the Village and must have been approved in writing by the Bank. The Outlot 1 Governing Agreement must be binding subsequent lot owners by deed restriction or other method.

If all conditions contained in this paragraph 4 are satisfied within the time periods for satisfaction of such conditions as set forth above or if such conditions are waived in writing by the Village with consent of its Finance Committee, within the time periods for satisfaction of such conditions as set forth above, then the above conditions shall be deemed satisfied. Otherwise, the Village, at its option, exercised in its sole discretion, may terminate this Agreement, in which event, neither of the parties to this Agreement shall have any further liability or obligation to the other parties; provided, however, if this Agreement is terminated for any reason, Developer shall pay all costs and expenses incurred by the Village in connection with the Village Project, the preparation and negotiation of this Agreement, including without limitation, attorneys' and engineers' fees.

All submissions given to the Village to satisfy the conditions contained in this paragraph 4 must be satisfactory in form and content to the Village, in its sole discretion.

5. **Representations and Warranties and Covenants of Developer.** Developer represents and warrants to the Village and covenants with the Village as follows:

(a) All copies of documents, contracts and agreements which Developer and Guarantor have furnished to the Village are true and correct in all material respects.

(b) Developer and Guarantor have paid, and will pay when due, all federal, state and local taxes, and will promptly prepare and file returns for accrued taxes prior to any taxes becoming delinquent.

(c) Developer will pay for all work performed and materials furnished for the Project.

(d) No statement of fact by Developer contained in this Agreement and no statement of fact furnished or to be furnished by Developer or Guarantor to the Village pursuant to this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary in order to make the statements herein or therein contained not misleading at the time when made.

(e) Developer is a limited liability company duly formed and validly existing and has the power and all necessary licenses, permits and franchises to own its assets and properties and to carry on its business. Developer is duly licensed or qualified to do business and in good standing in the State of Wisconsin and all other jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition.

(f) The execution, delivery and performance of this Agreement have been duly authorized by all necessary action of Developer and constitute the valid and binding obligations of Developer enforceable in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium, general principles of equity, and other similar laws of general application affecting the enforceability of creditors' rights generally.

(g) The execution, delivery, and performance of Developer's obligations pursuant to this Agreement will not violate or conflict with Developer's organizational documents or any indenture, instrument or agreement by which Developer is bound, nor will the execution, delivery, or performance of Developer's obligations pursuant to this Agreement violate or conflict with any law applicable to Developer or the Project.

(h) There is no litigation or proceeding pending or threatened against or affecting Developer, Guarantor or the Project that would adversely affect the Project or Developer or Guarantor or the enforceability of this Agreement, the ability of Developer to complete the Project or the ability of Developer to perform its obligations under this Agreement or the ability of Guarantor to perform its obligations under its Guaranty.

(i) The Project Cost Breakdown approved by the Village accurately reflects all Project costs that will be incurred in the development, completion, construction, furnishing and equipping of the Project, and the Village is entitled to rely on the Project Cost Breakdown. Developer knows of no circumstances presently existing or likely to occur which would or could be expected to result in a variation or deviation from the Project Cost Breakdown.

(j) No default, or event which with the giving of notice or lapse of time or both would be a default, exists under this Agreement, and neither Developer nor Guarantor is in default (beyond any applicable period of grace) of any of its/his obligations under any other agreement or instrument entered into in connection with the Project.

(k) Construction of the Village Project shall commence not later than the Project Commencement Date, and Developer will continue construction of the Village Project diligently and shall complete construction of the Village Project no later than the Village Project Completion Date. Construction of the Project shall proceed and be completed substantially in

accordance with the construction schedule approved by the Village, and Developer shall complete construction of the entire Project no later than the Project Completion Date. Each portion of the Project will be deemed completed upon occurrence of all of the following: (i) a certificate of occupancy is issued by the appropriate governmental authorities for Project, as applicable; and (ii) the Project architect has issued a certificate stating that the portion of the project or the Project, as applicable, have been substantially completed in accordance with the Plans.

(l) Developer will conform and comply with, and will cause the Project to be in conformance and compliance with all applicable federal, state, local and other laws, rules, regulations and ordinances, including without limitation, all zoning and land division laws, rules, regulations and ordinances, all building codes and ordinances of the Village, all environmental laws, rules, regulations and ordinances, and all prevailing wage, bidding and other public construction requirements (including, without limitation, any applicable requirements under Wisconsin Statutes Sections 66.0901 and 66.0903). Developer covenants that it will perform and observe the covenants contained in, and the Project will conform and comply with, the covenants, restrictions, documents or instruments governing the Land.

(m) Developer will cause the Project to be constructed in a good and workmanlike manner and substantially in accordance with the Plans for the Project. Developer shall not alter the site plan or building plan for the Project previously approved by Village without the prior written consent of the Village.

(n) Developer will not, without Village's prior written consent, materially change the scope of the Project or the uses of the Project.

(o) Developer guarantees that the Project will result in an equalized value for the Project of not less than the Anticipated Assessed Values, as determined by the Village assessor in his/her sole and absolute discretion. Developer understands and agrees that this provision shall not in any way bind the Village assessor in his/her assessment and appraisal of the Project and that the Village assessor will arrive at an equalized value of the Project based solely on his/her application of all applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this provision shall limit or impair any statutory rights of the Village with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes.

(p) Developer shall have in effect at all times, all permits, approvals and licenses as may be required by any governmental authority or non-governmental entity in connection with the development, construction, management and operation of the Project.

(q) It is understood that the Plans will be finalized during the course of construction of the Project. As a result, any change to the site plan and the building plan referred to in paragraph 4(e) above, must be approved in advance in writing by the Village.

(r) On or before May 30, 2015, Developer shall submit an executed copy of the construction contract or design-building agreement for the Project to the Village. Such

construction contract or design-building agreement must be acceptable in all respects to the Village.

(s) Following completion of construction of the Village Project and approval by the Village of the infrastructure improvements created as part of the Village Project, the Village Project Land (together with the Village Project) shall be conveyed to and dedicated to the Village by warranty deed, free and clear of all liens and encumbrances. In addition to the deed or conveyance, Developer shall execute and deliver any and all other documents reasonably required by the Village to effect the transfer of the Village Project Land and the Village Project to the Village, including without limitation: title insurance; copies of final lien waivers from all contractors, subcontractors and materials suppliers who provided work or materials in connection with the Village Project; an affidavit as to construction liens and possession sufficient in form and content to allow a title company to insure title to the Village Project Land free and clear of all construction liens; an assignment of all guaranties and warranties received by Developer in connection with the Village Project; and a guaranty from Developer of all workmanship and materials related to the Village Project in form and substance satisfactory to the Village.

(t) At the closing of the Loan, Developer shall execute the Note, the Mortgage and any other loan documents reasonably required by the Village to effect the Loan and transactions described in this Agreement.

(u) From time to time at the request of the Village, Developer shall provide financial information to the Village, which information shall be in form and content acceptable to the Village. The financial information shall include, without limitation, financial statements, balance sheet and income statements, net worth statements, operating statements, tax returns and such other financial information as maybe reasonably requested by Village.

(v) Developer shall not sell, assign, transfer, convey, mortgage or encumber the then-current Mortgaged Land during the term of this Agreement unless it first obtains the prior written consent of Village. Without limiting the generality of the foregoing, as a condition to a mortgage of any portion of the Mortgaged Land, the Village may require, without limitation, that such lender enter into a subordination and intercreditor agreement with Village, under the terms of which, among other things, the lender shall have agreed that its loan is subordinate and subject to all terms of this Agreement and the Mortgage and the lender will stand still with respect to the exercise of any of its remedies under its loan documents until the Village has been paid in full all amounts outstanding under the Loan. The lender must understand and agree that any transfer to the lender or its successors and assigns of the applicable Mortgaged Land prior to payment in full of the Loan will be made subject to the Mortgage and, if applicable, the Special Assessment.

The representations and warranties contained herein shall be true and correct at all times as required by this Agreement. Developer shall comply with all covenants contained herein at all times during the term of this Agreement.

6. **Damage/Destruction.** Developer shall not be released from its liabilities and obligations under this Agreement in the event of fire, damage or any other casualty to any part of the Project prior to completion of the Project or at any time thereafter. In such event, Developer

agrees, at its cost and expense, to complete the Project timely in accordance with Plans. Any change in the Project Cost Breakdown resulting from the fire, damage or other casualty must be approved by the Village.

7. **Shortfall.** Developer shall pay all costs and expenses associated with construction and installation of the Village Project, even if such costs and expenses exceed the amount of the Loan.

8. **Guaranty.** Guarantor shall guarantee all obligations and liabilities of the Developer to the Village under this Agreement and the Loan, and any other liabilities and obligations of Developer to the Village related to the Project only. Simultaneously with the execution and delivery of this Agreement, Guarantor shall deliver an unconditional, unlimited and irrevocable guaranty to the Village, (the "Guaranty") in form attached hereto as Exhibit G.

9. **Default.** The occurrence of any one or more of the following events shall constitute a default ("Default") hereunder:

(a) Developer shall fail to pay any amounts due from it under this Agreement, the Note or the Mortgage on or before the date when due; or

(b) Any representation or warranty made by Developer or Guarantor in this Agreement, or any document or financial statement delivered by Developer or Guarantor pursuant to this Agreement, shall prove to have been false in any material respect as of the time when made or given; or

(c) Developer shall breach or fail to perform timely or observe timely any of its covenants or obligations (other than payment obligations, which is addressed in subparagraph (a) above) under this Agreement or under the Note or under the Mortgage or any other mortgage to the Village of all or any portion of the Land, and such failure shall continue for thirty (30) days following notice thereof from Village to Developer (or such longer period of time as is necessary to cure the default as long as Developer has commenced the cure of the default within the 30-day period, is diligently pursuing the cure of the default and as long as the default is cured not later than 60 days following the notice thereof from the Village); or

(d) Construction of any portion or phase of the Project or the Project shall be abandoned for more than sixty (60) consecutive days, or if the Village Project is not completed on or before the Village Project Completion Date or the entire Project is not completed on or before the Project Completion Date, or if any portion of the Project shall be damaged by fire or other casualty and not be repaired, rebuilt or replaced as required by paragraph 6 above; or

(e) Developer or Guarantor shall: (i) become insolvent or generally not pay, or be unable to pay, or admit in writing its/his inability to pay, its/his debts as they mature; or (ii) make a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its/his assets; or (iii) become the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or file a petition in bankruptcy, for reorganization or to effect a plan or other arrangement with creditors; or (iv) have a petition or application filed against it/him in bankruptcy or any similar proceeding, or have such a proceeding commenced against it/him, and such petition, application or proceeding shall remain

undismissed for a period of ninety (90) days or Developer or Guarantor shall file an answer to such a petition or application, admitting the material allegations thereof; or (v) apply to a court for the appointment of a receiver or custodian for any of its/his assets or properties, or have a receiver or custodian appointed for any of its/his assets or properties, with or without consent, and such receiver shall not be discharged within ninety (90) days after its/his appointment; or (vi) adopt a plan of complete liquidation of its/his assets; or

(f) If Developer shall dissolve or shall cease to exist; or

(g) A default shall occur on any other indebtedness of or loan to Developer, or a default shall occur under any mortgage or other lien or encumbrance affecting the Project or the Land, including, without limitation, the Bank Mortgage; or

(h) If the Loan is accelerated (i.e., becomes immediately due and payable in full) for any reason whatsoever or if Developer shall fail to pay any amounts due with respect to the Loan on or before the date when due.

10. **Remedies.** Upon the occurrence of any Default, without further notice, demand or action of any kind by the Village, the Village may, at its option, pursue any or all of the rights and remedies available to the Village at law and/or in equity and/or under this Agreement against Developer, including without limitation, the right to damages caused by any such Default and the right to specific performance by Developer and the right to foreclose the lien of this Agreement and/or the lien of the Mortgage. In addition, the Village shall have the right to suspend performance of any of its obligations or covenants under this Agreement.

Except as may be otherwise specifically set forth herein, no remedy herein conferred upon the Village is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, and/or now or hereafter existing at law or in equity. No failure or delay on the part the Village in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise of any right preclude other or further exercise thereof or the exercise of any other right or remedy. Notwithstanding any of the foregoing authorizations, the Village shall have no duty or obligation whatsoever with respect to any of the matters so authorized.

11. **Village's Right to Cure Default.** In case of failure by Developer to pay any fees, assessments, charges or taxes arising with respect to the Project or to comply with the terms and conditions of this Agreement, the Village shall have the right, but shall not be obligated, to pay such fees, assessments, charges or taxes or take such action as is necessary to remedy the failure of Developer, and, in that event, the cost thereof shall be payable by Developer to the Village upon demand.

12. **Real Estate Taxes and Assessments; Special Assessment.** Developer agrees to pay timely to the Village generally applicable property taxes assessed and levied by the Village in connection with the Project under its applicable property tax laws, rules, rates, regulations and ordinances in effect from time to time. Nothing in this Agreement shall impair any statutory rights of the Village with respect to the assessment, levy, priority, collection and/or enforcement of real estate and personal property taxes.

In addition, Developer agrees that simultaneously with the execution of this Agreement, the Village will levy a special assessment in the amount of the Loan, plus interest, against the Village Primary Collateral Land and all improvements located thereon to secure repayment of the Loan (the "Special Assessment"). Developer hereby consents to the imposition of such Special Assessment and hereby waives pursuant to Section 66.0703 (7)(b) Wis. Stats. any and all requirements of the Wisconsin Statutes which must be met prior to the imposition of the Special Assessment including, but not limited to, the notice and hearing requirements of Section 66.0703 and the notice requirements of Section 66.0715 (3) and agrees that the Village may proceed immediately to levy the Special Assessment upon execution by the parties of this Agreement. Developer further waives any right to appeal from the Special Assessment and stipulates that the amount of the Special Assessment levied against the Village Primary Collateral Land has been determined on a reasonable basis and that the benefits to the Village Primary Collateral Land from the proposed public improvements exceed the amount of the Special Assessment levied against the Village Primary Collateral Land. Such assessment shall be levied pursuant to the provisions of Sections 66.0701-0733, Wis. Stats. and the Village Ordinances. Notwithstanding the foregoing, if a Default shall occur, then any outstanding principal balance of the Special Assessment remaining unpaid and interest thereon shall become immediately due and payable in full. The Special Assessment shall be released from the Village Primary Collateral Land, or any portion thereof, pursuant to the same release terms as the Mortgage, as set forth herein.

13. **Costs.** Except as otherwise set forth herein, all reasonable fees, costs and expenses incurred by the Village, including attorneys' and engineers' fees, in connection with the negotiation, preparation and monitoring of this Agreement, and all documents and agreements executed in connection therewith, shall be paid by the Developer. Developer shall pay all costs and expenses (including attorneys' fees and reasonable reimbursement for administrative time) associated with the enforcement of the Village's rights against Developer under this Agreement or Guarantor, including without limitation the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Developer or Guarantor. Any and all such fees, costs and expenses incurred by the Village which are to be paid by the Developer, shall be paid by Developer to the Village on demand, and, as noted in paragraph 4(1) above, the Village has the option to reimburse itself using proceeds of the Loan, if available.

14. **Tax-Exempt Covenant.** Developer agrees that it will not sell, lease, assign or otherwise transfer or convey any interest in the Project or the Land to a person or entity exempt from general property taxation or in a manner which would cause all or any portion of the Project or the Land to be exempt from general property taxation (the "Tax-Exempt Covenant"). The Tax-Exempt Covenant shall be in effect until twenty (20) years after the Effective Date. The Tax-Exempt Covenant will run with the Land and will bind all current and subsequent owners in title to the Land during the term of the Tax-Exempt Covenant. In the event a court finds the Tax-Exempt Covenant is not valid or enforceable or if for any reason the Tax-Exempt Covenant is terminated prior to the stated expiration thereof, then, for any period of time during the term of the Tax-Exempt Covenant that all or any portion of the Project or the Land is exempt from general property taxation, Developer and its successors and assigns shall make a payment in lieu of taxes to the Village as required from time to time by the Village. The terms of the Tax-Exempt Covenant shall survive the repayment in full of the Loan and/or the termination of this Agreement.

15. **Village Authorization.** The execution of this Agreement by the Village was authorized by Resolution of the Village Board dated March 30, 2015.

16. **No Personal Liability.** Under no circumstances shall any alderperson, officer, official, director, attorney, employee or agent of the Village have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

17. **Staff Approval.** Except for this Agreement, all other documents and agreements that require approval by the Village in connection with this Agreement or the Village Project shall be approved by a staff person designated by the Village.

18. **Miscellaneous.**

(a) Except as otherwise specifically set forth herein, the respective rights and liabilities of Village and Developer under this Agreement are not assignable or delegable, in whole or in part, without the prior written consent of the other party. The provisions of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

(b) No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the Village and Developer, and then only to the extent specifically set forth in writing.

(c) All agreements, representations, warranties, covenants, liabilities and obligations made in this Agreement and in any document delivered pursuant to this Agreement shall survive the execution and delivery of this Agreement.

(d) All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or one day following deposit with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid, or (iii) upon transmission by facsimile or e-mail, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this paragraph of a change of address:

If to Developer:	Stony Ridge Development, LLC 320 Main Avenue, #300 De Pere, WI 54115 Attention: Keith Garot
------------------	--

If to the Village:	Village of Sister Bay, Wisconsin 2383 Maple Drive P.O. Box 769 Sister Bay, WI 54234 Attention: Village Clerk
--------------------	--

With a copy to:
Pinkert Law Firm LLP
454 Kentucky St,
Sturgeon Bay, WI 54235
Attention: Randall J. Nesbitt, Esq.
E-Mail: rnesbitt@pinkertlawfirm.com

(e) This Agreement and the documents executed pursuant to this Agreement contain the entire understanding of the parties with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth in this Agreement and the documents executed in connection with this Agreement. This Agreement and the documents executed in connection herewith supersede all prior negotiations, agreements and undertakings between the parties with respect to the subject matter hereof.

(f) This Agreement is intended solely for the benefit of Developer and the Village, and no third party (other than successors and permitted assigns) shall have any rights or interest in any provision of this Agreement, or as a result of any action or inaction of the Village in connection therewith. Without limiting the foregoing, no approvals given pursuant to this Agreement by Developer or the Village, or any person acting on behalf of any of them, shall be available for use by any contractor or other person in any dispute relating to construction of the Project or the Village Project.

(g) This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin applicable to contracts made and wholly performed within such state.

(h) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. Facsimile and e-mail signatures shall be deemed original signatures for all purposes of this Agreement.

(i) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.

(j) Nothing contained in this Agreement or any other documents executed pursuant to this Agreement, shall be deemed or construed as creating a partnership or joint venture between the Village and Developer or between the Village and any other person, or cause the Village to be responsible in any way for the debts or obligations of Developer or any other person. Developer further represents, warrants and agrees, for itself and its successors and permitted assigns, not to make any assertion inconsistent with their acknowledgment and agreement contained in the preceding sentence in the event of any action, suit or proceeding, at law or in equity, with respect to the transactions which are the subject of this Agreement and this paragraph may be pleaded and construed as a complete bar and estoppel against any assertion by or for Developer and its successors and permitted assigns, that is inconsistent with its acknowledgment and agreement contained in the preceding sentence.

(k) TIME IS OF THE ESSENCE of each and every obligation or agreement contained in this Agreement.

(l) If any party is delayed or prevented from timely completing construction of the Project, by reason of fire, earthquake, war, flood, riot, strikes, labor disputes, governmental restrictions, judicial order, public emergency, or other causes beyond the control of the party obligated to perform, performance of such act shall be excused for the period of such delay and the time for the performance of any such act shall be extended for a period equivalent to such delay.

(m) Except for the terms which expressly survive termination, this Agreement shall terminate upon payment in full of the Loan. At such time, the Village agrees to release the lien of the Mortgage to the extent it remains on all or a portion of the Land.

(n) This Agreement shall be recorded in the office of the Register of Deeds of Door County, Wisconsin, prior to the recording of any mortgage on the Project or Land or other improvements thereon, it being understood by the parties that until termination of this Agreement as set forth in subparagraph (m) above, this Agreement and each term and obligation set forth herein, including the Loan repayment obligations set forth in paragraph 3 hereof with respect to the Mortgaged Land, will run with the land and will be binding upon the Land and the Project and any owner and/or lessee and/or mortgagee of all or any portions of the Land and the Project and their successors and assigns. Any mortgage on the Mortgaged Land and any payments due under any such mortgage shall at all times be subordinate to this Agreement and all of the Village's rights under this Agreement, and any such mortgagee shall, at the Village's request, enter into a subordination and intercreditor agreement on terms acceptable to the Village; provided, however, that the Bank's right to receive payments under the Bank Loan shall be superior to the repayment obligations set forth in paragraph 3 hereof with regard to Outlot 2.

(o) The headings in this Agreement are for reference only and are not intended to modify any of the terms and conditions of this Agreement.

(p) Nothing contained in this Agreement is intended to or has the effect of releasing Developer from compliance with all applicable laws, rules, regulations and ordinances in addition to compliance with all terms, conditions and covenants contained in this Agreement.

(q) This Agreement is the product of negotiation among all of the parties hereto and no term, covenant or provision herein or the failure to include a term, covenant or provision shall be construed against any party hereto solely on the basis that one party or the other drafted this Agreement or any term, covenant or condition contained herein.

(r) Developer shall not assign or otherwise transfer its rights under this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date first above written.

VILLAGE OF SISTER BAY, WISCONSIN

By: _____
David W. Lienau, Village President

Attest: _____
Christy Sully, Village Clerk

STATE OF WISCONSIN)
)ss.
DOOR COUNTY)

Personally appeared before me this ___ day of _____, 2015, the above-named David W. Lienau and Christy Sully, the President and Village Clerk, respectively, of the Village of Sister Bay, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the Village and by its authority.

Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

STONY RIDGE DEVELOPMENT, LLC,
a Wisconsin limited liability company

By: _____
Keith Garot, President

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally appeared before me this ___ day of _____, 2015, the above-named Keith Garot, the President of Stony Ridge Development, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing agreement on behalf of said entity and by its authority.

Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

This instrument was drafted by:

Isaac J. Roang, Esq.
Quarles & Brady LLP
411 E. Wisconsin Avenue
Milwaukee, WI 53202

EXHIBIT A**Legal Description of the Land**

A tract of land located partly in the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ of the NW $\frac{1}{4}$) and the Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ of the NW $\frac{1}{4}$), Section Eight (8), Township Thirty-one (31) North, Range Twenty-eight (28) East, in the Village of Sister Bay, Door County, Wisconsin, more fully described as follows:

Commencing at the West Quarter corner of Section 8, Township 31 North, Range 28 East; thence North 89 deg. 37 min. 04 sec. East, 1345.79 feet along the South line of the NW $\frac{1}{4}$ of said Section 8 to the Southwest corner of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the point of beginning; thence North 00 deg. 29 min. 53 sec. West, 307.39 feet along the West line of said Quarter-Quarter; thence North 89 deg. 37 min. 04 sec. East, 403.82 feet; thence 202.83 feet along the arc of a 1030.00 foot curve to the left whose long chord bears North 05 deg. 20 min. 30 sec. East, 202.51 feet; thence North 00 deg. 17 min. 59 sec. West, 338.58 feet; thence North 89 deg. 51 min. 39 sec. East, 50.00 feet along the South line of Vol. 16 Certified Survey Maps, Page 13, Door County Records; thence 19.05 feet along the arc of a 12.00 foot radius curve to the right whose long chord bears North 45 deg. 10 min. 32 sec. East, 17.11 feet; thence 35.92 feet along said South line, being the Southerly right of way of Cherrywood Lane, and being the arc of a 1030.00 foot radius curve to the right whose long chord bears South 88 deg. 21 min. 00 sec. East, 35.92 feet; thence North 02 deg. 38 min. 57 sec. East, 60.00 feet to the Northerly right of way of said Cherrywood Lane; thence 39.40 feet along said Northerly right of way being the arc of a 1090.00 foot radius curve to the left whose long chord bears North 88 deg. 23 min. 10 sec. West, 39.40 feet; thence 18.67 feet along the arc of a 12.00 foot radius curve to the right whose long chord bears North 44 deg. 51 min. 38 sec. West, 16.84 feet; thence South 89 deg. 50 min. 55 sec. West, 50.00 feet; thence North 00 deg. 17 min. 59 sec. West, 190.92 feet along the East line of Lot One (1), said Certified Survey Map to the Northeast corner thereof; thence North 89 deg. 48 min. 03 sec. East, 71.44 feet; thence North 01 deg. 34 min. 00 sec. West, 134.04 feet; thence North 46 deg. 48 min. 43 sec. East, 95.33 feet along a South line of Lot One (1), Vol. 16 Certified Survey Maps, Page 220, Door County Records; thence North 89 deg. 48 min. 03 sec. East, 239.77 feet along said South line; thence South 36 deg. 08 min. 39 sec. East, 294.50 feet along a South line of said Certified Survey Map; thence North 89 deg. 46 min. 53 sec. East, 90.96 feet along said South line, being the Southerly right of way of Judith Blazer Drive to the Southeast corner thereof; thence South 00 deg. 13 min. 07 sec. East, 188.40 feet; thence North 90 deg. 00 min. 00 sec. East, 238.24 feet to the Westerly right of way of State Trunk Highway "57"; thence South 00 deg. 04 min. 24 sec. East, 177.82 feet along said right of way; thence 728.55 feet along said right of way being the arc of a 2086.61 foot radius curve to the right whose long chord bears South 09 deg. 55 min. 45 sec. West, 724.85 feet; thence South 89 deg. 37 min. 04 sec. West, 1172.73 feet along the South line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 8 to the point of beginning.

Tax Parcel No.: 181-0008312824F

EXHIBIT C

Anticipated Assessed Values

Anticipated Growth of Phase I - Stony Ridge													
Year	Single \$225,000/unit	Units (each)	Multi \$50,000/unit	Units (each)	Condo \$200,000/unit	Units (each)	Storage Units \$150,000	Units (each)	Condo \$200,000/unit	Units (each)	Storage Units \$150,000	Units (each)	Year Total
2008	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2009	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2010	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2011	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2012	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2013	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2014	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -
2015	\$ 450,000	2	\$ 800,000	16	\$ -	-	\$ 150,000	1	\$ -	-	\$ -	-	\$ 1,400,000
2016	\$ 450,000	2	\$ 400,000	8	\$ 400,000	2	\$ -	-	\$ 400,000	2	\$ -	-	\$ 1,250,000
2017	\$ 450,000	2	\$ -	-	\$ 400,000	2	\$ -	-	\$ -	-	\$ -	-	\$ 850,000
2018	\$ 900,000	4	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 900,000
2019	\$ 675,000	3	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 675,000
Total	\$ 2,925,000	13	\$ 1,200,000	24	\$ 800,000	4	\$ 150,000	1	\$ -	4	\$ -	1	\$ 5,075,000
Single Family Unit Value													
Multi Family Unit Value													
Condo Unit Value													
Storage Facility Value													

EXHIBIT D**Term Sheet
(Summary of the Loan Terms)**

Lender: The Village

Borrower: Developer

Loan Amount: \$530,000

Interest Rate: 4.66%

Maturity: 10 years after the end of the fiscal quarter of the date of the Note.

Payment Schedule: Quarterly payments of all accrued interest commencing on the first day of the fiscal quarter following the date of the Note (the “Repayment Commencement Date”).

Commencing two years after the Repayment Commencement Date, equal quarterly payments of principal and interest sufficient to fully amortize the then-remaining balance of the Loan over the remaining 8-year term of the Loan.

Prepayment Penalty: None.

Release Prices: Lots 1, 2, 3, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 & 18: \$41,000 per lot.

Lots 4, 5, 6 & 7: N/A (not encumbered by the Mortgage).

Outlot 1: N/A (owned in common).

Outlot 2: N/A (release in whole or in part prior to repayment in full of the Loan is within the discretion of the Village and subject to negotiation based on the then-current plans to develop Outlot 2).

Village Project Land: N/A (to be dedicated to the Village).

EXHIBIT E**Form of Note**

[Form to be attached to this cover page.]

MORTGAGE NOTE

43

Boxes checked are applicable. Boxes not checked are inapplicable.

© 2014 Wisconsin Bankers Association/Distributed by FIPCO®

(Do not use for a loan of \$25,000 or less to individual(s) for personal, family or household purposes unless the loan is secured by a first mortgage or equivalent security interest.)

STONY RIDGE DEVELOPMENT, LLC (MAKER(S)) [INSERT] (DATE) \$530,000.00

1. Promise to Pay and Payment Schedule. I promise to pay to the order of VILLAGE OF SISTER BAY, WISCONSIN ("Lender") at 2383 Maple Drive, P.O. Box 769, Sister Bay, WI 54234, Attention: Village Clerk, Wisconsin, the principal sum of \$530,000.00:

[Check (a), (b) or (c); only one shall apply.] (a) in one payment on PLUS interest payable as set forth in section 3 or 7 below, as applicable. (b) in equal installments of \$ due on and on the same day(s) of each month thereafter every 7th day thereafter every 14th day thereafter PLUS a final payment of unpaid principal and accrued interest due on as set forth in section 2(d) below, if applicable. All payments include principal and interest. (c) in THIRTY-TWO equal installments of principal of \$16,562.50 due on [INSERT 1ST DAY OF FQ 2 YEARS AFTER NOTE] and on the same day(s) of each THIRD month thereafter every 7th day thereafter every 14th day thereafter PLUS a final payment of unpaid principal due on [INSERT 10 YEARS AFTER NOTE] PLUS interest payable as set forth below.

Lender is under no obligation to refinance the final payment at maturity. 2. Interest. Interest shall accrue before maturity (whether by acceleration or lapse of time) at the state interest rate(s) identified in section 2(a), (b) or (c) below (each a "stated interest rate"), as applicable, on the unpaid principal balance, calculated as provided in section 2(f) or (g) below:

[Check (a), (b) or (c); only one shall apply.] (a) Fixed Interest Rate. 4.66%. (b) Stepped Fixed Interest Rate. % until and % thereafter. (c) Variable Interest Rate. The stated interest rate is variable and will adjust to equal the Index Rate (as defined below), plus minus percentage points. However, beginning on the first change date described below the stated interest rate shall not exceed % and shall not be less than % and until the first change date described below the stated interest rate shall be %. The stated interest rate shall be adjusted on the change dates provided below. The "Index Rate" is: in effect as of the date 45 days before each change date

The Index Rate may or may not be the lowest rate charged by Lender. The stated interest rate shall be adjusted on the following change dates: on and on the same day of every thereafter. If the Index Rate ceases to be made available to Lender during the term of this Note, Lender may substitute a comparable Index. The stated interest rate will never be increased or decreased on any single change date by more than percentage points from the rate of interest in effect immediately prior to that change date.

(d) Payment Modification. If section 2(b) or (c) above is checked, an adjustment in the stated interest rate will result in an increase or decrease in (1) the amount of each payment of interest, (2) the amount of the final payment, (3) the number of scheduled periodic payments sufficient to repay this Note in substantially equal payments, (4) the amount of each remaining payment of principal and interest so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date, (5) the amount of each remaining payment of principal and interest (other than the final payment) so that those remaining payments will be substantially equal and sufficient to repay this Note by its scheduled maturity date based on the original amortization schedule used by Lender, plus the final payment of principal and interest, or (6)

In addition, Lender is authorized to change the amount of periodic payments if and to the extent necessary to pay in full all accrued interest owing on this Note. I agree to pay any resulting additional payments or amounts.

(e) Interest After Maturity. Interest shall accrue on unpaid principal and interest after maturity (whether by acceleration or lapse of time) until paid at the stated interest rate(s) under section 2(a), (b) or (c) above, as applicable, plus percentage points at the stated interest rate of 12.00%, calculated as provided in section 2(f) or (g), below.

[Check (f) or (g); only one shall apply.] (f) Interest calculation (Actual Day). Interest will be calculated by applying a daily interest rate for the actual number of days interest is owing, up to 365 days in a full year of 366 days in a full leap year. The daily interest rate will be calculated as follows:

[Check (1) or (2); only one shall apply.] (1) 360 Day Rate Calculation. The daily interest rate will be calculated on the basis of a 360 day year, which means that it is calculated by dividing the applicable stated interest rate in section 2(a), (b) or (c), above, as applicable, and in section 2(e), above, by 360. I understand and agree that calculating the daily interest rate using a 360 day year means the actual annual interest rate in a 365 day year and in a 366 day leap year is higher than the stated interest rate in section 2(a), (b) or (c), above, as applicable, and in section 2(e), above. (2) 365 Day Rate Calculation. The daily interest rate will be calculated on the basis of a 365 day year, which means that it is calculated by dividing the applicable stated interest rate in section 2(a), (b) or (c), above, as applicable, and in section 2(e), above, by 365. I understand and agree that calculating the daily interest rate using a 365 day year means the actual annual interest rate in a 366 day leap year is higher than the stated interest rate in section 2(a), (b) or (c), above, as applicable, and in section 2(e), above.

(g) Interest calculation (30/360). Interest will be calculated by applying the applicable stated interest rate based on a 360 day year, counting each day as one thirtieth of a month and disregarding differences in lengths of months and years.

3. Interest Payment. Interest is payable on [INSERT 1ST DAY OF NEXT FQ] and on the same day of each THIRD month thereafter, every 7th day thereafter, every 14th day thereafter, and at maturity (whether by acceleration or lapse of time), or, if 1(b) is checked, at the time so indicated.

4. Other Charges. If any payment (other than the final payment) is not made on or before the 10TH day after its due date, Lender may collect a delinquency charge of 5.00% of the unpaid amount. I agree to pay a charge of \$100.00 for each check or electronic debit presented for payment under this Note which is returned unsatisfied.

5. Security. This Note is secured by real estate under agreement(s) dated OF EVEN DATE from MAKER to Lender. This Note is secured by a dwelling under security agreement(s) dated from to Lender.

6. Renewal. This Note renews and does not satisfy or discharge a note I executed to Lender on

7. Construction Loan. This is a construction loan and interest is payable on the amounts advanced beginning and on the same day of each month thereafter until one month before the due date of the first scheduled payment of principal and interest under section 1(b) or (c) above.

8. Automatic Payment. I authorize Lender to automatically deduct payments due under this Note from an account I will maintain with Lender. I will keep sufficient funds in the account to pay the full amount of each payment on the date it is due.

9. Additional Terms. This Note is subject to the following additional terms:

(a) Any installment paid within 10 days (not more than 30) prior to or after its due date is considered paid on the due date of the installment solely for purposes of determining interest earned on this Note and not for purposes of determining default or delinquency charges. (b) Full or partial prepayment of this Note (i) is permitted at any time without penalty (ii) *

Upon prepayment in full, unearned interest will be refunded to the extent required by law. Lender may apply prepayments to such future installments as it elects.

10. For Wisconsin residents only: I, (NAME), am married unmarried legally separated. If I am married and my spouse is not signing below, the name of my spouse is and my spouse resides at the address shown below or at. If I am a married Wisconsin resident, the obligation evidenced by this Note is being incurred in the interest of my marriage or family.

VARIABLE RATE DISCLOSURES

If section 2(c) above is checked, this Note contains a variable interest rate provision. The following disclosures are applicable if this Note is secured by a first lien real estate mortgage or equivalent security interest on a one to four family dwelling used as my principal place of residence. An increase or decrease in the Index Rate described above will cause a corresponding increase or decrease in the rate of interest, and the current Index Rate value is %. Except for payment of the prepayment penalty described in section 9(b)(ii) above, if any, I may prepay this Note in whole or in part at any time without penalty. Unless this Note is secured by an equivalent security interest as described above, notice of any interest rate increase must be given to me.

I acknowledge receipt of a completed copy of this Note. "I," "my" and "me" includes each person who signs this Note and our obligations are joint and several. This Note includes the Additional Provisions on page 2.

STONY RIDGE DEVELOPMENT, LLC, a Wisconsin limited liability company

By: Name: Title:

11. **Default and Enforcement.** If I fail to make a payment under this Note when due, and the default continues for 10 days, or upon the occurrence of an event of default described in any agreement securing this Note, Lender may declare the entire balance of principal and accrued interest to be payable immediately, without notice or demand. All payments shall be applied in such manner as Lender determines to interest, principal and payments due under this Note or any agreement securing this Note. I agree to pay all costs of collection before and after judgment, including, to the extent not prohibited by law, reasonable attorneys' fees.

12. **Other Security.** Unless a lien is prohibited by law or would render a nontaxable account taxable, I grant to Lender a security interest and lien in any deposit account I may at any time have with Lender. Lender may at any time after the occurrence of an event of default, without notice or demand, set-off any amount unpaid on this Note against any deposit balances I may at any time have with Lender, or other money now or hereafter owed me by Lender. This Note is also secured by any existing mortgage(s) described on page 1, and by any future mortgage(s) that provides that the mortgage secures this Note and by all existing and future security agreements covering personal property (other than a dwelling, unless the security agreement granting a security interest in the dwelling is disclosed on page 1), between Lender and any of us, between Lender and any guarantor or indorser of this Note, and between Lender and any other person providing collateral security for my obligations and payment may be accelerated according to any of them.

13. **Rights of Lender.** Presentment, protest, demand and notice of dishonor are waived. All rights and remedies of Lender are cumulative and may be exercised from time to time together, separately, and in any order. Without affecting my liability or the liability of any indorser, surety or guarantor, Lender may, without notice, grant renewals or extensions, accept partial payments, reject partial payments, or hold partial payments in a suspense account until Lender receives payment in full of the payment amount to be applied to this Note, release or impair any collateral security for the payment of this Note or agree not to sue any party liable on it.

14. **Agreements of Maker.** I acknowledge that Lender has not made any representations or warranties with respect to, and that Lender does not assume any responsibility to me for, the collectability or enforceability of this Note or the financial condition of any of us. Each of us independently determined our creditworthiness and the enforceability of this Note.

15. **Interpretation.** If the loan evidenced by this Note is an alternative mortgage transaction as defined under the Alternative Mortgage Transaction Parity Act of 1982, 12 USC §3801 et seq. (the "Act"), Lender elects to make the loan in accordance with federal regulations as permitted under the Act. Except as provided above, the validity, construction and enforcement of this Note are governed by the internal laws of Wisconsin except to the extent such laws are otherwise preempted by federal law. Invalidity or unenforceability of any provision of this Note shall not affect the validity or enforceability of any other provisions of this Note. This Note benefits Lender, its successors and assigns, and binds me and my heirs, personal representatives and assigns.

16. **Entire Agreement.** THIS NOTE IS INTENDED BY LENDER AND ME AS A FINAL EXPRESSION OF THIS NOTE AND AS A COMPLETE AND EXCLUSIVE STATEMENT OF ITS TERMS, THERE BEING NO CONDITIONS TO THE ENFORCEABILITY OF THIS NOTE, AND THIS NOTE MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES TO THIS NOTE. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES TO THIS NOTE. THIS NOTE MAY NOT BE SUPPLEMENTED OR MODIFIED EXCEPT IN WRITING SIGNED BY LENDER AND ME.

Maker's address:

Stony Ridge Development, LLC

Attn: _____

EXHIBIT F-1**Form of Mortgage**

[Form to be attached to this cover page.]

eWORD

W.B.A. 428B (6/13) 11429

© 2013 Wisconsin Bankers Association/Distributed by FIPCO®

DOCUMENT NO.

REAL ESTATE MORTGAGE

(Use Only to Secure Business Transactions)

STONY RIDGE DEVELOPMENT, LLC ("Mortgagor,"

whether one or more), whose address is

mortgages, conveys, assigns, grants a security interest in and warrants to

VILLAGE OF SISTER BAY, WISCONSIN ("Lender"),

whose address is 2383 Maple Drive, P.O. Box 769, Sister Bay, WI 54234. Attention: Village Clerk

in consideration of the sum of FIVE HUNDRED THIRTY AND 00/100s

Dollars

(\$530,000.00), loaned or to be loaned to MORTGAGOR

("Borrower," whether one or more) by Lender, evidenced by Borrower's note(s) or agreement(s) dated OF EVEN DATE, the real estate described below, together with all privileges, hereditaments, easements and appurtenances, all rents, leases, issues and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, all existing and future improvements and all goods that are or are to become fixtures (all called the "Property") to secure the Obligations described in paragraph 5, including, but not limited to, repayment of the sum stated above plus certain other debts, obligations and liabilities arising out of past, present and future credit granted by Lender.

SINCE THIS MORTGAGE SECURES ALL OBLIGATIONS DESCRIBED IN PARAGRAPH 5, IT IS ACKNOWLEDGED AND AGREED THAT THIS MORTGAGE MAY SECURE OBLIGATIONS FROM TIME TO TIME IN A DOLLAR AMOUNT GREATER THAN THE DOLLAR AMOUNT STATED ABOVE.

If checked here, and not in limitation of paragraph 5, this Mortgage is also given to secure all sums advanced and re-advanced to Borrower by Lender from time to time under the revolving credit agreement between Borrower and Lender described above.

Recording Area

Name and Return Address

Parcel Identifier No.

(This Property IS NOT the homestead of Mortgagor.) (is) (is not)

1. Description of Property.

[TO BE THE ENTIRE PLAT OF STONY RIDGE (INCLUDING AREAS TO BE DEDICATED TO THE VILLAGE) EXCEPTING THEREFROM: LOTS 4, 5, 6 & 7 (ALONG WITH ANY APPURTENANT INTEREST IN OUTLOT 1)]

- If checked here, description continues or appears on attached sheet(s).
If checked here, this Mortgage is a construction mortgage.
If checked here, Condominium Rider is attached.

2. Title. Mortgagor warrants title to the Property, excepting only restrictions and easements of record, municipal and zoning ordinances, current taxes and assessments not yet due and matters disclosed in the title insurance commitment provided to and accepted by Lender

3. Escrow. Interest be paid on escrowed funds if an escrow is required under paragraph 8(a). (will) (will not)

4. Additional Provisions. This Mortgage includes the additional provisions on pages 2 and 3, which are made a part of this Mortgage.

ADDITIONAL PROVISIONS

5. Mortgage as Security. This Mortgage secures prompt payment to Lender of (a) the sum stated in the first paragraph of this Mortgage, plus interest and charges, according to the terms of the promissory note(s) or agreement(s) of Borrower to Lender identified in the first paragraph of this Mortgage, and any extensions, renewals or modifications of such promissory note(s) or agreement(s), **plus** (b) except as disclaimed below, all other debts, obligations and liabilities arising out of credit previously granted, credit contemporaneously granted and credit granted in the future by Lender to any Mortgagor, to any Mortgagor and another or to another guaranteed or endorsed by any Mortgagor, **plus** all interest and charges, **plus** (c) all costs and expenses of collection or enforcement (all called the "**Obligations**"). This Mortgage also secures the performance of all covenants, conditions and agreements contained in this Mortgage. **This Mortgage does not secure and Lender disclaims this Mortgage as security for any consumer credit transaction governed by the Wisconsin Consumer Act, any loan governed by Chapter 428, Wisconsin Statutes, and any loan governed by the Federal Truth-in-Lending Act.** Unless otherwise required by law, Lender will satisfy this Mortgage upon request by Mortgagor if (a) the Obligations have been paid according to their terms, (b) any commitment to make future advances secured by this Mortgage has terminated, (c) Lender has terminated any line of credit under which advances are to be secured by this Mortgage, and (d) all other payments required under this Mortgage and the Obligations and all other terms, conditions, covenants, and agreements contained in this Mortgage and the documents evidencing the Obligations have been paid and performed.

6. Taxes. To the extent not paid to Lender under paragraph 8(a), Mortgagor shall pay before they become delinquent all taxes, assessments and other charges which may be levied or assessed against the Property, against Lender upon this Mortgage or the Obligations or other debt secured by this Mortgage, or upon Lender's interest in the Property, and deliver to Lender receipts showing timely payment.

7. Insurance. Mortgagor shall keep the improvements on the Property insured against direct loss or damage occasioned by fire, flood, extended coverage perils and such other hazards as Lender may require, through insurers approved by Lender, in amounts, without co-insurance, not less than the unpaid balance of the Obligations or the full replacement value, whichever is less, and shall pay the premiums when due. The policies shall contain the standard mortgagee and lender loss payee clauses in favor of Lender, shall insure Lender notwithstanding any defenses of the insurer against Mortgagor and, unless Lender otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Lender. Subject to Lender's approval, Mortgagor is free to select the insurance agent or insurer through which insurance is obtained. Mortgagor shall promptly give notice of loss to insurance companies and Lender. All proceeds from such insurance shall be applied, at Lender's option, to the installments of the Obligations in the inverse order of their maturities (without penalty for prepayment) or to the restoration of the improvements on the Property, and Lender may require that such proceeds of insurance be deposited with it for these purposes. In the event of foreclosure of this Mortgage or other transfer of title to the Property, in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance then in force shall pass to the purchaser or grantee. If Mortgagor fails to keep any required insurance on the Property, Lender may purchase such insurance for Mortgagor, such insurance may be acquired by Lender solely to protect the interest of Lender (it will not cover Mortgagor's equity in the Property), and Mortgagor's obligation to repay Lender shall be in accordance with paragraph 10.

8. Mortgagor's Covenants. Mortgagor covenants and warrants:

~~(a) Escrow. If an escrow is required by Lender, to pay Lender sufficient funds, at such times as Lender designates, to pay when due (1) the estimated annual real estate taxes and assessments on the Property, (2) all property and hazard insurance premiums, (3) flood insurance premiums, if any, (4) if payments owed under the Obligations are guaranteed by mortgage guaranty insurance, the premiums necessary to pay for such insurance, (5) the estimated costs to keep the Property in good and tenable condition and repair, and to restore and replace damaged or destroyed improvements and fixtures if it is reasonably determined by Lender that Mortgagor has failed to comply with the covenant under paragraph 8(b) below, and (6) other items agreed to be included in the escrow. Lender may estimate the amount of escrow funds due on the basis of current data and reasonable estimates of future expenditures of future escrow account funds or as otherwise required by applicable law. Lender shall apply the escrowed funds against taxes, assessments and insurance premiums when due or as otherwise required by law. Escrowed funds may be commingled with Lender's general funds. If the escrowed funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Mortgagor for the excess escrowed funds in a manner determined by Lender or as otherwise required by applicable law. If the escrowed funds held by Lender at any time are not sufficient to pay the escrow account items when due, Lender may notify Mortgagor in writing, and Mortgagor shall pay to Lender the amount necessary to make up the deficiency in a manner determined by Lender or as otherwise required by applicable law;~~

(b) Condition and Repair. To keep the Property in good and tenable condition and repair, and to restore or replace damaged or destroyed improvements and fixtures;

(c) Liens. To keep the Property free from liens and encumbrances superior to the lien of this Mortgage and not described in paragraph 2;

(d) Other Mortgages. To perform all of Mortgagor's obligations and duties under any other mortgage or security agreement on the Property and any obligation to pay secured by such a mortgage or security agreement;

(e) Waste. Not to commit waste or permit waste to be committed upon the Property or abandon the Property;

(f) Conveyance. Not to sell, assign, lease, mortgage, convey or otherwise transfer any legal or equitable interest in all or part of the Property, or permit the same to occur without the prior written consent of Lender and, without notice to Mortgagor, Lender may deal with any transferee as to its interest in the same manner as with Mortgagor, without in any way discharging the liability of Mortgagor under this Mortgage or the Obligations;

(g) Alteration or Removal. Not to remove, demolish or materially alter any part of the Property, without Lender's prior written consent, except Mortgagor may remove a fixture, provided the fixture is promptly replaced with another fixture of at least equal utility;

(h) Condemnation. To pay to Lender all compensation received for the taking of the Property, or any part, by condemnation proceeding (including payments in compromise of condemnation proceedings), and all compensation received as damages for injury to the Property, or any part. The compensation shall be applied in such manner as Lender determines to rebuilding of the Property or to the Obligations in the inverse order of their maturities (without penalty for prepayment);

(i) Inspection. Lender and its authorized representatives may enter the Property at reasonable times to inspect it, and at Lender's option to repair or restore the Property and to conduct environmental assessments and audits of the Property;

(j) Laws. To comply with all laws, ordinances and regulations affecting the Property;

(k) Subrogation. That Lender is subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the proceeds of the note(s) or agreement(s) identified in the first paragraph of this Mortgage; and

(l) Leases. To pay and perform all obligations and covenants under and pursuant to the terms of each lease of all or any part of the Property required of Mortgagor, and to not cancel, accept a surrender of, modify, consent to an assignment of the lessee's interest under, or make any other assignment or other disposition of, any lease of all or any part of the Property or any interest of Mortgagor in the lease and to not collect or accept any payment of rent more than one month before it is due and payable.

9. Environmental Laws. Mortgagor represents, warrants and covenants to Lender (a) that during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or some other remedial action ("**Hazardous Substance**") under any federal, state or local laws, regulations, ordinances, codes or rules ("**Environmental Laws**"); (b) that Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) that, without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components (PCBs) or underground storage tanks; (d) that there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) that Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) that Mortgagor in the past has been, at the present is, and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Lender, its directors, officers, employees and agents from all loss, cost (including reasonable attorneys' fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of, or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Lender in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

10. Authority of Lender to Perform for Mortgagor. If Mortgagor fails to perform any of Mortgagor's duties set forth in this Mortgage, including without limitation, preserving and insuring the Property, not committing waste or abandoning the Property, keeping the Property free of liens or encumbrances other than those approved by Lender, keeping the Property in good and tenable condition and repair, and complying with all laws, ordinances and regulations affecting the Property, Lender may after giving Mortgagor any notice and opportunity to perform which are required by law, perform the covenants or duties or cause them to be performed, or take such other action as may be necessary to protect Lender's interest in the Property and to secure and repair the Property. Such actions may include, without limitation, assessing the value of the Property, paying liens that become superior to this Mortgage and making any other payments required, signing Mortgagor's name, engaging an attorney, appearing in court and paying reasonable attorneys' fees, and entering the Property to make repairs, change locks, replace and board up doors and windows, drain water from pipes, eliminate building code violations and dangerous conditions and maintain appropriate utilities to the Property. Any such amounts expended by Lender shall be due on demand and secured by this Mortgage, bearing interest at the highest rate stated in any document evidencing an Obligation, but not in excess of the maximum rate permitted by law, from the date of expenditure by Lender to the date of payment by Mortgagor.

11. Default; Acceleration; Remedies. If (a) there is a default under any Obligation secured by this Mortgage, or (b) Mortgagor fails timely to observe or perform any of Mortgagor's covenants, warranties or duties contained in this Mortgage, then, at the option of Lender each Obligation will become immediately due and payable unless notice to Mortgagor or Borrower and an opportunity to cure are required by applicable law or the document evidencing the Obligation and, in that event, the Obligation will become due and payable if the default is not cured as provided in the document evidencing the Obligation or as otherwise provided by law. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Obligation, together with all sums paid by Lender as authorized or required under this Mortgage or any Obligation, shall be collectible in a suit at law or by foreclosure of this Mortgage by action, or both, or by the exercise of any other remedy available at law or equity.

12. Waiver and Consent. Lender may waive any default without waiving any other subsequent or prior default by Mortgagor. Each Mortgagor who is not also a Borrower expressly consents to and waives notice of the following without affecting the liability of any such Mortgagor: (a) the creation of any present or future Obligations, default under any Obligations, proceedings to collect from any Borrower or anyone else, (b) any surrender, release, impairment, sale or other disposition of any security or collateral for the Obligations, (c) any release or agreement not to sue any guarantor or surety of the Obligations, (d) any failure to perfect Lender's security interest in or realize upon any security or collateral for the Obligations, (e) any failure to realize upon any of the Obligations or to proceed against any Borrower or any guarantor or surety, (f) any renewal or extension of the time of payment,

(g) any determination of the allocation and application of payments and credits and acceptance of partial payments, (h) any application of the proceeds of disposition of any collateral for the Obligations to any obligation of any Mortgagor or Borrower secured by such collateral in such order and amounts as it elects, (i) any determination of what, if anything, may at any time be done with reference to any security or collateral, and (j) any settlement or compromise of the amount due or owing or claimed to be due or owing from any Borrower, guarantor or surety.

13. Assignment of Rents and Leases. Mortgagor conveys, assigns and transfers to Lender, as additional security for the Obligations, all leases of all or any part of the Property, whether oral or written, now or hereafter entered into by Mortgagor, together with any and all extensions and renewals of any leases, and all rents which become or remain due or are paid under any agreement or lease for the use or occupancy of any part or all of the Property. Until the occurrence of an event of default under this Mortgage or any Obligation, Mortgagor has a license to collect the rents, issues and profits (the "Rents") from the Property. Upon or at any time after the occurrence of such an event of default and the expiration of any applicable cure period described in paragraph 11, and lapse of any applicable grace, notice or cure period provided in any document evidencing such Obligation, the license granted Mortgagor to collect the Rents shall automatically and immediately terminate and Mortgagor shall hold all Rents (whether paid before or after an event of default) in trust for the use and benefit of Lender, and Lender may, at its option, without any further notice, either in person or by agent, with or without taking possession of or entering the Property, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, collect all of the Rents payable under the leases. All such payments shall be applied in such manner as Lender determines to payments required under this Mortgage and the Obligations. This Assignment shall be enforceable and Lender shall be entitled to take any action to enforce the assignment (including notice to the tenants to pay directly to Lender or the commencement of a foreclosure action) without seeking or obtaining the appointment of a receiver or possession of the Property. Any entering upon and taking possession of the Property, and collection of Rents, and any application of Rents as allowed by this Mortgage shall not cure or waive any default or waive, modify or affect notice of default under this Mortgage or invalidate any act done pursuant to such notice, and not in any way operate to prevent Lender from pursuing any other remedy which it now or hereafter may have under the terms or conditions of this Mortgage, any document evidencing any Obligation or any other instrument securing the Obligations.

14. Power of Sale. In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchasers deeds of conveyance pursuant to statute.

15. Receiver. Upon the commencement or during the pendency of an action to foreclose this Mortgage, or enforce any other remedies of Lender under it, without regard to the adequacy or inadequacy of the Property as security for the Obligations, Mortgagor agrees that the court may appoint a receiver of the Property (including homestead interest) without bond, and may empower the receiver to take possession of the Property and collect the rents, issues and profits of the Property and exercise such other powers as the court may grant until the confirmation of sale, and may order the rents, issues and profits, when so collected, to be held and applied as the court may direct.

16. Foreclosure Without Deficiency Judgment. If the Property is a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of §846.101 Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate of 20 acres or less six months after a foreclosure judgment is entered. If the Property is other than a one-to-four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provisions of §846.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.

17. Expenses. Mortgagor shall pay all reasonable costs and expenses before and after judgment, including, without limitation, attorneys' fees, appraisal fees, fees and expenses for environmental assessments, inspections and audits, and fees and expenses for obtaining title evidence incurred by Lender in protecting or enforcing its rights under this Mortgage.

18. Successors and Assigns. The obligations of all Mortgagors are joint and several. This Mortgage benefits Lender, its successors and assigns, and binds Mortgagor(s) and their respective heirs, personal representatives, successors and assigns.

19. Interpretation. The validity, construction and enforcement of this Mortgage are governed by the internal laws of Wisconsin except to the extent such laws are preempted by federal law. All references in this Mortgage to sections of the Wisconsin Statutes are to those sections as they may be renumbered from time to time. Invalidity of any provision of this Mortgage will not affect the validity of any other provision. This Mortgage is intended by Mortgagor and Lender as a final expression of this Mortgage and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of this Mortgage. This Mortgage may not be supplemented or modified except in writing.

20. Other Provisions. (If none are stated below, there are no other provisions.)

NONE.

The undersigned agrees to the terms of this Mortgage and acknowledges receipt of an exact copy of this Mortgage.

Signed and Sealed _____
(Date)

STONY RIDGE DEVELOPMENT, LLC,
a Wisconsin limited liability company

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN)
)ss.
_____ COUNTY)

Personally appeared before me this ____ day of _____, 2015, the above-named _____, _____ of Stony Ridge Development, LLC, a Wisconsin limited liability company, to me known to be the person who executed the foregoing agreement on behalf of said entity and by its authority.

Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

This instrument was drafted by:

Isaac J. Roang, Esq.
Quarles & Brady LLP
411 E. Wisconsin Avenue
Milwaukee, WI 53202

EXHIBIT F-2**Form of Real Estate Mortgage Subordination Agreement**

[Form to be attached to this cover page.]

eWORD

W.B.A. 429 (11/13) 11143

© 2013 Wisconsin Bankers Association/Distributed by FIPCO®

DOCUMENT NO.

REAL ESTATE MORTGAGE SUBORDINATION AGREEMENT

In consideration of Lender's granting any extension of credit or other financial accommodation to VILLAGE OF SISTER BAY, WISCONSIN ("Mortgagor," whether one or more), to Mortgagor and another, or to another guaranteed or indorsed by Mortgagor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned Mortgagee ("Mortgagee") hereby subordinates to _____ ("Lender"),

whose address is _____

in the manner and to the extent described in this Agreement all interests, rights and title in the property described in paragraph 1 together with all privileges, hereditaments, easements, and appurtenances, all rents, leases, issues, and profits, all claims, awards and payments made as a result of the exercise of the right of eminent domain, and all existing and future improvements and fixtures, if any (the "Property") under a mortgage from Mortgagor to Mortgagee dated _____, and recorded in the office of the Register of Deeds of _____ County, Wisconsin, on _____, as Document No. _____, in _____ ("Mortgagee's Mortgage").

(VOLUME, PAGE, ETC.)

Recording Area

Name and Return Address

Parcel Identifier Number

1. Description of Property. The legal description of the Property is as follows:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

[ATTACH EXHIBIT A LEGAL DESCRIPTION OF OUTLOT 2 AND ANY APPURTENANT INTEREST IN OUTLOT 1]

THE SUBORDINATION OF MORTGAGEE'S MORTGAGE TO LENDER'S MORTGAGE IS WITH REGARD SOLELY TO THE PROPERTY DESCRIBED ON EXHIBIT A. THE REMAINDER OF THE COLLATERAL DESCRIBED IN MORTGAGEE'S MORTGAGE AND ANY OTHER COLLATERAL FROM MORTGAGOR TO MORTGAGEE SHALL BE UNAFFECTED BY THIS AGREEMENT.

[X] If checked here, the description continues or appears on reverse side or attached sheet.

2. Superior Obligations. Mortgagee's right, title and interest in the Property as against any person other than Lender or Lender's assignees is expressly reserved and not affected by this Agreement. As between Mortgagee and Lender, the priorities granted Lender by this Agreement are limited to and shall not exceed the obligations checked below ("Obligations"), provided the same are in fact secured by one properly recorded mortgage on the Property from Mortgagor to Lender dated _____ ("Lender's Mortgage"):

[] (a) The following note(s):

Note #1 dated _____, in the sum of \$ _____, plus interest, from _____ (Name of Maker) to Lender;

Note #2 dated _____, in the sum of \$ _____, plus interest, from _____ (Name of Maker) to Lender;

and any renewals, extensions or modifications thereof, but not increases in principal amount.

[X] (b) The sum of \$145,000.00 _____, plus interest.

[] (c) All present and future credit extended by Lender to Mortgagor, to Mortgagor and another, or to another guaranteed or indorsed by Mortgagor.

3. Priority. Mortgagee agrees that the lien of Lender's Mortgage shall be prior to the lien of Mortgagee's Mortgage described above to the extent and with the effect described in paragraph 4 on the reverse side.

Mortgagee agrees to the Additional Provisions on the reverse side.

Signed and Sealed _____ (Date)

VILLAGE OF SISTER BAY, WISCONSIN

By: _____ David W. Lienau, Village President

Attest: _____ Christy Sully, Village Clerk

STATE OF WISCONSIN)
)ss.
DOOR COUNTY)

Personally appeared before me this ___ day of _____, 2015, the above-named David W. Lienau and Christy Sully, the President and Village Clerk, respectively, of the Village of Sister Bay, Wisconsin, to me known to be the persons who executed the foregoing agreement on behalf of the Village and by its authority.

Name: _____
Notary Public, State of Wisconsin
My Commission expires: _____

This instrument was drafted by:

Isaac J. Roang, Esq.
Quarles & Brady LLP
411 E. Wisconsin Avenue
Milwaukee, WI 53202

ADDITIONAL PROVISIONS

4. Division of Proceeds. To the extent Mortgagee is entitled to them by virtue of Mortgagee's Mortgage, all claims, awards and payments made as a result of the exercise of the right of eminent domain against the Property, or any part, all rents, income or profits of the Property, all compensation received for the taking of the Property, or any part, by condemnation proceedings, all compensation received as damages for injury to the Property, or any part, all proceeds from insurance on improvements to the Property, and all net proceeds arising from a foreclosure against the Property or a deed given in lieu of foreclosure ("Payments"), shall, as between Mortgagee and Lender, be paid, distributed or otherwise dealt with in the manner and to the extent required by the terms and conditions of Lender's Mortgage, notwithstanding terms and conditions to the contrary contained in Mortgagee's Mortgage, until the Obligations are paid in full or Lender's Mortgage is satisfied. If any Payments are received by Mortgagee before the Obligations are paid in full or Lender's Mortgage is satisfied, Mortgagee shall deliver the Payments to Lender for application to the Obligations, indorsed or assigned, if necessary, to effect transfer to Lender. Payments made or received after satisfaction of Lender's Mortgage or payment in full of the Obligations shall be paid, distributed or otherwise dealt with as though this Agreement did not exist.

5. Protective Advances. If Mortgagor fails to perform any of Mortgagor's duties set forth in Mortgagee's Mortgage or in Lender's Mortgage, and if Mortgagee or Lender performs such duties or causes them to be performed, including paying any amount so required ("Protective Advances"), the Protective Advances shall be added to the Obligations if paid by Lender or, if paid by Mortgagee with the consent of Lender and secured by Mortgagee's Mortgage, given the priority accorded such advances under the Mortgagee's Mortgage as though this Agreement did not exist.

6. Modification of Lender's Mortgage. The Mortgagee agrees that, subject to the provisions of paragraph 2, the Lender shall have the right to modify, amend and change any and all of the terms of the Lender's Mortgage and the indebtedness secured by Lender's Mortgage without any obligation to notify, or to obtain the consent of, Mortgagee and without in any way affecting any of the rights, priorities or interests of Lender set forth in this Agreement.

7. Successors and Assigns. This Agreement benefits Lender, its successors and assigns, and binds Mortgagee and its heirs, personal representatives, successors and assigns, and is not intended to benefit any other person or entity.

QB\34204459.2

EXHIBIT G

Form of Guaranty

Guaranty

This Guaranty is made as of March 31, 2015, by **KEITH GAROT**, an individual, his heirs, personal representatives, and permitted successors and assigns (“Guarantor”), in favor of the **Village of Sister Bay, Wisconsin**, its successors and assigns (“VILLAGE”).

In order to induce VILLAGE to extend credit to Stony Ridge Development, LLC, a Wisconsin limited liability company (“Borrower”), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

ARTICLE I DEFINITIONS

When used in this Guaranty, capitalized terms shall have the meanings specified in the Development Agreement and as follows:

Default. “Default” shall have the meaning specified in the Development Agreement.

Development Agreement. “Development Agreement” shall mean the Development Agreement dated as of March 31, 2015, as the same shall be amended, modified, replaced, refinanced, renewed, replaced or extended from time to time in accordance with the terms thereof, by and between Borrower and VILLAGE.

Guaranty. “Guaranty” shall mean this Guaranty, as the same shall be amended from time to time in accordance with the terms hereof.

Law. “Law” shall mean any federal, state, local, or other law, rule, regulation or governmental requirement of any kind, and the rules, regulations, interpretations and orders promulgated thereunder.

Obligations. “Obligations” shall mean: (a) the outstanding principal of, and all interest on, the Loan; and (b) all debts, liabilities, obligations, covenants and agreements of Borrower contained in the Development Agreement; and (c) all debts, liabilities, obligations, covenants and agreements of Borrower contained in any other documents or instruments executed and delivered by Developer or Guarantor in connection with the Development Agreement and/or the transactions which are the subject of the Development Agreement, as any such documents may be amended, modified, replaced, refinanced, renewed, replaced or extended from time to time (herein with the Development Agreement, collectively referred to as the “Loan Documents”); and (d) the construction, installation and completion of the Project and the Village Project in accordance with the terms of the Development Agreement; and (e) any and all reasonable fees and expenses, including reasonable attorneys’ fees incurred in connection with enforcing any obligations of Borrower or Guarantor under any agreement described in (a) through (d) above.

Person. “Person” shall mean and include an individual, partnership, corporation, trust, unincorporated association, limited liability entity, and any unit, department or agency of government.

ARTICLE II THE GUARANTY

2.1 The Guaranty. Guarantor, for himself, his heirs, personal representatives, successors and assigns, hereby unconditionally and absolutely guarantees to VILLAGE the full and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of each of the Obligations. This is a guaranty of payment and performance and not of collection.

2.2 Waivers and Consents. (a) Guarantor acknowledges that the obligations undertaken herein involve the guaranty of obligations of a Person other than Guarantor and, in full recognition of that fact, Guarantor consents and agrees that VILLAGE may, at any time and from time to time, without notice or demand, and without affecting the enforceability or continuing effectiveness hereof: (i) supplement, modify, amend, extend, renew, accelerate or otherwise change the time for payment or the other terms of the Obligations or any part thereof, including without limitation any increase or decrease of the principal amount thereof or the rate(s) of interest thereon; (ii) supplement, modify, amend or waive, or enter into or give any agreement, approval or consent with respect to, the Obligations or any part thereof, or any of the Loan Documents or any additional security or guaranties, or any condition, covenant, default, remedy, right, representation or term thereof or thereunder; (iii) accept new or additional instruments, documents or agreements in exchange for or relative to any of the Loan Documents or the Obligations or any part thereof; (iv) accept partial payments on the Obligations; (v) receive and hold additional security or guaranties for the Obligations or any part thereof; (vi) release, reconvey, terminate, waive, abandon, fail to perfect, subordinate, exchange, substitute, transfer and/or enforce any security or guaranties, and apply any security and direct the order or manner of sale thereof as VILLAGE in its sole and absolute discretion may determine; (vii) release any Person from any personal liability with respect to the Obligations or any part thereof; (viii) settle, release on terms satisfactory to VILLAGE or by operation of applicable Law or otherwise, liquidate or enforce any Obligations and any security or guaranty in any manner, consent to the transfer of any security and bid and purchase at any sale; and/or (ix) consent to the merger, change or any other restructuring or termination of the limited liability existence of Borrower or any other Person, and correspondingly restructure the Obligations, and any such merger, change, restructuring or termination shall not affect the liability of Guarantor or the continuing effectiveness hereof, or the enforceability hereof with respect to all or any part of the Obligations.

(b) Upon the occurrence and during the continuance of any Default, VILLAGE may enforce this Guaranty independently of any other remedy, guaranty or security VILLAGE at any time may have or hold in connection with the Obligations, and it shall not be necessary for VILLAGE to marshal assets in favor of Borrower, any other guarantor of the Obligations or any other Person or to proceed upon or against and/or exhaust any security or remedy before proceeding to enforce this Guaranty. Guarantor expressly waives any right to require VILLAGE to marshal assets in favor of Borrower or any other Person or to proceed

against Borrower or any other guarantor of the Obligations or any collateral provided by any Person, and agrees that VILLAGE may proceed against any obligor and/or the collateral in such order as it shall determine in its sole and absolute discretion. VILLAGE may file a separate action or actions against Guarantor, whether action is brought or prosecuted with respect to any security or against any other Person, or whether any other Person is joined in any such action or actions. Guarantor agrees that VILLAGE and Borrower may deal with each other in connection with the Obligations or otherwise, or alter any contracts or agreements now or hereafter existing between them, in any manner whatsoever, all without in any way altering or affecting the security of this Guaranty.

(c) VILLAGE's rights hereunder shall be reinstated and revived, and the enforceability of this Guaranty shall continue, with respect to any amount at any time paid on account of the Obligations which thereafter shall be required to be restored or returned by VILLAGE upon the bankruptcy, insolvency or reorganization of any Person, all as though such amount had not been paid. The rights of VILLAGE created or granted herein and the enforceability of this Guaranty shall remain effective at all times to guarantee the full amount of all the Obligations even though the Obligations, including any part thereof or any other security or guaranty therefor, may be or hereafter may become invalid or otherwise unenforceable as against Borrower or any other guarantor of the Obligations and whether or not Borrower or any other guarantor of the Obligations shall have any personal liability with respect thereto.

(d) Guarantor expressly waives any and all defenses now or hereafter arising or asserted by reason of: (i) any disability or other defense of Borrower or any other guarantor for the Obligations with respect to the Obligations; (ii) the unenforceability or invalidity of any security for or guaranty of the Obligations or the lack of perfection or continuing perfection or failure of priority of any security for the Obligations; (iii) the cessation for any cause whatsoever of the liability of Borrower or any other guarantor of the Obligations (other than by reason of the full payment and performance of all Obligations); (iv) any failure of VILLAGE to marshal assets in favor of Borrower or any other Person; (v) any failure of VILLAGE to give notice of sale or other disposition of collateral to Borrower or any other Person or any defect in any notice that may be given in connection with any sale or disposition of collateral; (vi) any failure of VILLAGE to comply with applicable Laws in connection with the sale or other disposition of any collateral or other security for any Obligation, including, without limitation, any failure of VILLAGE to conduct a commercially reasonable sale or other disposition of any collateral or other security for any Obligation; (vii) any act or omission of VILLAGE or others that directly or indirectly results in or aids the discharge or release of Borrower or any other guarantor of the Obligations, or of any security or guaranty therefor by operation of Law or otherwise; (viii) any Law which provides that the obligation of a surety or guarantor must neither be larger in amount nor in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal obligation; (ix) any failure of VILLAGE to file or enforce a claim in any bankruptcy or other proceeding with respect to any Person; (x) the election by VILLAGE, in any bankruptcy proceeding of any Person, of the application or non-application of Section 1111(b)(2) of the United States Bankruptcy Code; (xi) any extension of credit or the grant of any lien under Section 364 of the United States Bankruptcy Code; (xii) any use of collateral under Section 363 of the United States Bankruptcy Code; (xiii) any agreement or stipulation with respect to the provision of adequate protection in any bankruptcy proceeding of any Person; (xiv) the avoidance of any lien or security interest in favor of VILLAGE for any

reason; (xv) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any Person, including without limitation any discharge of, or bar or stay against collecting, all or any of the Obligations (or any interest thereon) in or as a result of any such proceeding; or (xvi) any action taken by VILLAGE that is authorized by this Section or any other provision of any Loan Document. Guarantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Obligations, and all notices of acceptance of this Guaranty or of the existence, creation or incurrence of new or additional Obligations.

2.3 Condition of Borrower. Guarantor represents and warrants to VILLAGE that it has established adequate means of obtaining from Borrower, on a continuing basis, financial and other information pertaining to the businesses, operations and condition (financial and otherwise) of Borrower and its assets and properties. Guarantor hereby expressly waives and relinquishes any duty on the part of VILLAGE (should any such duty exist) to disclose to Guarantor any matter, fact or thing related to the business, operations or condition (financial or otherwise) of Borrower or its assets or properties, whether now known or hereafter known by VILLAGE during the life of this Guaranty. With respect to any of the Obligations, VILLAGE need not inquire into the powers of Borrower or agents acting or purporting to act on its behalf, and all Obligations made or created in good faith reliance upon the professed exercise of such powers shall be guaranteed hereby.

2.4 Continuing Guaranty. This is a continuing guaranty and shall remain in full force and effect as to all of the Obligations until all amounts owing by Borrower to VILLAGE on the Obligations shall have been paid in full.

2.5 Subrogation; Subordination. Guarantor expressly waives any claim for reimbursement, contribution, indemnity or subrogation which Guarantor may have against Borrower as a guarantor of the Obligations and any other legal or equitable claim against Borrower arising out of the payment of the Obligations by Guarantor or from the proceeds of any collateral for this Guaranty, until all amounts owing to VILLAGE under the Obligations shall have been paid in full and all commitments to lend have been terminated or expired. In furtherance, and not in limitation, of the foregoing waiver, Guarantor hereby agrees that no payment by any Guarantor pursuant to this Guaranty shall constitute any Guarantor a creditor of Borrower. Until all amounts owing to VILLAGE under the Obligations shall have been paid in full and all commitments to lend have terminated or expired, Guarantor shall not seek any reimbursement from Borrower in respect of payments made by Guarantor in connection with this Guaranty, or in respect of amounts realized by VILLAGE in connection with any collateral for the Obligations, and Guarantor expressly waives any right to enforce any remedy that VILLAGE now has or hereafter may have against any other Person and waives the benefit of, or any right to participate in, any collateral now or hereafter held by VILLAGE. No claim which Guarantor may have against any other guarantor of any of the Obligations or against Borrower, to the extent not waived pursuant to this Section, shall be enforced nor any payment accepted until the Obligations are paid in full and all such payments are not subject to any right of recovery.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF GUARANTOR**

Guarantor hereby represents and warrants to VILLAGE as follows:

3.1 Enforceability. This Guaranty is the legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms.

3.2 Absence of Conflicting Obligations. The making, execution, delivery and performance of this Guaranty, and compliance with its terms, do not violate any existing provision of Law; or any agreement or instrument to which Guarantor is a party or by which Guarantor or any of his assets are bound.

3.3 Consideration for Guaranty. The Guarantor acknowledges and agrees with VILLAGE that but for the execution and delivery of this Guaranty by Guarantor, VILLAGE would not have entered into the Development Agreement. The Guarantor acknowledges and agrees that the Development Agreement will result in significant benefit to the Guarantor.

**ARTICLE IV
COVENANTS OF THE GUARANTOR**

4.1 Actions by Guarantor. Guarantor shall not take or permit any act, or omit to take any act, that would: (a) cause Borrower to breach any of the Obligations; (b) impair the ability of Borrower to perform any of the Obligations; or (c) cause a Default under the Development Agreement.

4.2 Reporting Requirements. Guarantor shall furnish, or cause to be furnished, to VILLAGE such information respecting the business, assets and financial condition of Guarantor as VILLAGE may reasonably request. In addition, Guarantor shall furnish on or before __ days following the end of each calendar year, the following financial information for Guarantor and each entity in which Guarantor holds any interest: financial statements, balance sheet and income statements, net worth statements, operating statements, tax returns and such other financial information as maybe reasonably requested by Village.

**ARTICLE V
MISCELLANEOUS**

5.1 Expenses and Attorneys' Fees. Guarantor shall pay all reasonable fees and expenses incurred by VILLAGE, including the reasonable fees of counsel, in connection with the protection or enforcement of VILLAGE's rights under this Guaranty, including without limitation the protection and enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Borrower or Guarantor, both before and after judgment.

5.2 Revocation. This is a continuing guaranty and shall remain in full force and effect against Guarantor until VILLAGE receives written notice of revocation signed by Guarantor. Upon revocation by written notice, this Guaranty shall continue in full force and effect against Guarantor as to all Obligations contracted for or incurred before revocation, and as to them VILLAGE shall have the rights provided by this Guaranty as if no revocation had

occurred. Any renewal, extension, or increase in the interest rate(s) of any such Obligation, whether made before or after revocation, shall constitute an Obligation contracted for or incurred before revocation. Obligations contracted for or incurred before revocation shall also include credit extended after revocation pursuant to commitments made before revocation.

5.3 Assignability; Successors. The Guarantor's rights and liabilities under this Guaranty are not assignable or delegable, in whole or in part, without the prior written consent of VILLAGE. The provisions of this Guaranty shall be binding upon Guarantor, his successors and permitted assigns and shall inure to the benefit of VILLAGE, its successors and assigns.

5.4 Survival. All agreements, representations and warranties made herein or in any document delivered pursuant to this Guaranty shall survive the execution and delivery of this Guaranty and the delivery of any such document.

5.5 Governing Law. The parties choose and adopt the laws of the State of Wisconsin, applicable to agreements made and wholly performed within such state, to govern the interpretation, construction and enforcement of this Guaranty, the Development Agreement, and all other Loan Documents and the other instruments, agreements and documents issued pursuant to this Development Agreement.

5.6 Counterparts; Headings. This Guaranty may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one and the same agreement. The article and section headings in this Guaranty are inserted for convenience of reference only and shall not constitute a part of this Guaranty.

5.7 Notices. All communications or notices required or permitted by this Guaranty shall be in writing and shall be deemed to have been given (a) upon delivery if hand delivered, or (b) two (2) days after deposit in the United States mail, postage prepaid, or (c) upon deposit with a nationally recognized overnight commercial carrier, airbill prepaid, or (d) upon sending by email or facsimile, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Section of a change of address:

If to Guarantor:	Keith Garot 320 Main Avenue, #300 De Pere, WI 54115
------------------	---

If to VILLAGE:	Village of Sister Bay, Wisconsin 2383 Maple Drive P.O. Box 769 Sister Bay, WI 54234 Attention: Village Clerk
----------------	--

With a copy to:
Pinkert Law Firm LLP
454 Kentucky St,
Sturgeon Bay, WI 54235
Attention: Randall J. Nesbitt, Esq.
E-Mail: rnesbitt@pinkertlawfirm.com

5.8 Amendment. No amendment of this Guaranty shall be effective unless in writing and signed by the Guarantor and VILLAGE.

5.9 Severability. Any provision of this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Guaranty in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.

5.10 Taxes. If any transfer or documentary taxes, assessments or charges levied by any governmental authority shall be payable by reason of the execution, delivery or recording of this Guaranty, Guarantor shall pay all such taxes, assessments and charges, including interest and penalties, and hereby indemnifies VILLAGE against any liability therefor.

In Witness Whereof, the undersigned has executed this Guaranty as of the day and year first above written.

Keith Garot



VILLAGE OF SISTER BAY BOARD REPORT

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

Meeting Date: 03/30/15

Item No. 4

Recommendation: That the Village Board make a motion to be reflected in the minutes clarifying a policy created by Ordinance 208-040913, indicating that all land sold be utilized as a funding source for the Bay Shore Dr. Project.

Background: Ordinance 208-040913 created a policy to direct funds for use from sale of land to the Bay Shore Dr. Project. That ordinance specified under sec. 2.10 that the Old School and Mill Rd. properties were to be utilized for this purpose. The completed sale of the N. Highland property for \$20k, the settlement and sales agreements with DOT for land, improvements and other considerations related to acquisition of rights of way, and the sale of the Old Ball Field all provide potential sources of funding.

Excess funding beyond the line burial project would be held in that CIP line item until such a time that the Finance Committee moved those funds after settlement of the project sums.

Fiscal Impact: Final impact undetermined at this time. Failure to act may necessitate borrowing, or reallocation of funds from elsewhere in the CIP or unassigned fund balance.

Respectfully submitted,

Zeke Jackson
Village Administrator



VILLAGE OF SISTER BAY BOARD REPORT

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

Meeting Date: 03/30/15

Item No. 8

Recommendation: That the Village Board adopt Resolution 309-033015, authorizing Village Staff to purchase the "Braun Property".

Background: The Village Board has adopted a Redevelopment Plan for the downtown, identifying several properties for redevelopment. To date, staff has worked to develop all properties, with 2 of the 4 areas completed. The Braun Property represents the 3rd of 4 areas identified for redevelopment. The 6th conversion of .11 acres of Waterfront Park has resulted in the need to expend \$204,750 of state funds to replace land lost in the park.

Fiscal Impact: This property is in the TIF. Removal of any portion of the property from the TIF will result in lower TIF revenues. Conversely, development on the balance of the parcel not impacted by the DOT purchase will result in increased revenues in the TIF. Staff would conservatively estimate an additional \$62,000 in revenue annually through the TIF once the balance of the property is developed or an agreement specifying such revenues for a minimum assessed valuation is in place.

Respectfully submitted,

Zeke Jackson
Village Administrator

Resolution Authorizing Purchase of Property No 309-033015

WHEREAS, the Village of Sister Bay Administrative Committee has recommended, and the Village Finance Committee has discussed and recommended for further action the purchase of two parcels owned by ARB SISTER BAY LLC, commonly referred to as the "Braun Property", lot numbers 181-4210013 and 181-4210012;

AND WHEREAS the Village of Sister Bay has duly advertised development of such property in its redevelopment plan;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Trustees of the Village of Sister Bay as follows:

1. The Village of Sister Bay hereby resolves to purchase the following described property from ARB Sister Bay LLC, and authorizes staff to execute a legally binding offer to purchase in the amount of _____:

Parcel No. 181-4210013 and 181-4210012:

Situated at the corner of Mill Rd. and Bay Shore Dr. in Sister Bay, WI.

2. The Board of Trustees of the Village of Sister Bay authorizes the Village Administrator and Clerk of the Village of Sister Bay to execute conveyance documents to complete such transaction and to further execute any extensions, amendments, or modifications in the sale documents which are not inconsistent with this Resolution.

3. Authorizes staff to make appropriate financial arrangements to facilitate the acquisition of this property, including borrowing up to \$_____, and CIP funds from other projects to close this purchase.

Passed and adopted this 30th day of March, 2015.

David W. Lienau, President

ATTEST:

Christy Sully, Village Clerk WCPC

VOTE: Ayes _____ Noes _____



VILLAGE OF SISTER BAY BOARD REPORT

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

Meeting Date: 03/30/15

Item No. 9

Recommendation: That the Village Board consider a motion to accept an approximate sum of \$219,750 from the DOT for 6f land replacement, and authorizes staff to borrow an amount to purchase the balance of the property.

Background: The Village Board has adopted a Redevelopment Plan for the downtown, identifying several properties for redevelopment. To date, staff has worked to develop all properties, with 2 of the 4 areas completed. The Braun Property represents the 3rd of 4 areas identified for redevelopment. The 6f conversion of .11 acres of Waterfront Park has resulted in the need to expend \$204,750 of state funds to replace land lost in the park.

The Village will retain the approximate area marked "A" on the attached map for public parking purposes; the funds for this acquisition will come from DOT. Areas marked "B" would be conveyed to a developer at a later date.

Fiscal Impact: This property is in the TIF. Removal of any portion of the property from the TIF will result in lower TIF revenues. Conversely, development on the balance of the parcel not impacted by the DOT purchase will result in increased revenues in the TIF. Staff would conservatively estimate an additional \$62,000 in revenue annually through the TIF once the balance of the property is developed or an agreement specifying such revenues for a minimum assessed valuation is in place.

Respectfully submitted,

Zeke Jackson
Village Administrator



VILLAGE OF SISTER BAY BOARD REPORT

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

Meeting Date: 03/30/15

Item No. 10

Recommendation: That the Village Board adopt Resolution 310-033015, authorizing Village Staff to sell a portion of the "Braun Property".

Background: The Village Board has adopted a Redevelopment Plan for the downtown, identifying several properties for redevelopment. To date, staff has worked to develop all properties, with 2 of the 4 areas completed. The Braun Property represents the 3rd of 4 areas identified for redevelopment. The 6th conversion of .11 acres of Waterfront Park has resulted in the need to expend \$204,750 of state funds to replace land lost in the park.

The Village will retain the approximate area marked "A" on the attached map for public parking purposes; the funds for this acquisition will come from DOT.

Fiscal Impact: This property is in the TIF. Removal of any portion of the property from the TIF will result in lower TIF revenues. Conversely, development on the balance of the parcel not impacted by the DOT purchase will result in increased revenues in the TIF. Staff would conservatively estimate an additional \$62,000 in revenue annually through the TIF once the balance of the property is developed or an agreement specifying such revenues for a minimum assessed valuation is in place.

Respectfully submitted,

Zeke Jackson
Village Administrator

**Resolution Authorizing Sale of
Property
No 310-033015**

WHEREAS, the Village of Sister Bay Parks, Properties and Streets Committee has recommended the orderly development of the areas identified in the Downtown Redevelopment Plan, and through that plan, the sale of a parcel on the Corner of Mill Rd. and Bay Shore Dr., commonly referred to as the "Braun Property", Parcel Numbers 181-4210013 and 181-4210012

AND WHEREAS the Village of Sister Bay has duly advertised the desire to develop said property in its Downtown Redevelopment Plan;

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Trustees of the Village of Sister Bay as follows:

1. The Village of Sister Bay hereby resolves to convey the an approximate portion, on the attached map marked "B", of the following described property, upon receipt of an offer in the amount of \$_____ at the Administrative offices of the Village of Sister Bay, 2383 Maple Dr. Sister Bay, WI, 54234:

Parcel No. 181-4210013 and 181-4210012:

Approximately 2+ acres as outlined in the attached map of the properties located on the corners of Mill Rd. and Bay Shore Dr.

2. The Board of Trustees of the Village of Sister Bay authorizes Village staff to execute conveyance documents to complete such transaction and to further execute any extensions, amendments, or modifications in the sale documents which are not inconsistent with this Resolution.

3. The terms of the sale will be further outlined in a mutually agreeable development agreement, approved by appropriate Village Committees, Commissions and Boards.

4. Authorizes placement of restrictive DNR Stewardship covenants on the recorded deeds for approximate property marked "A" on the attached map.

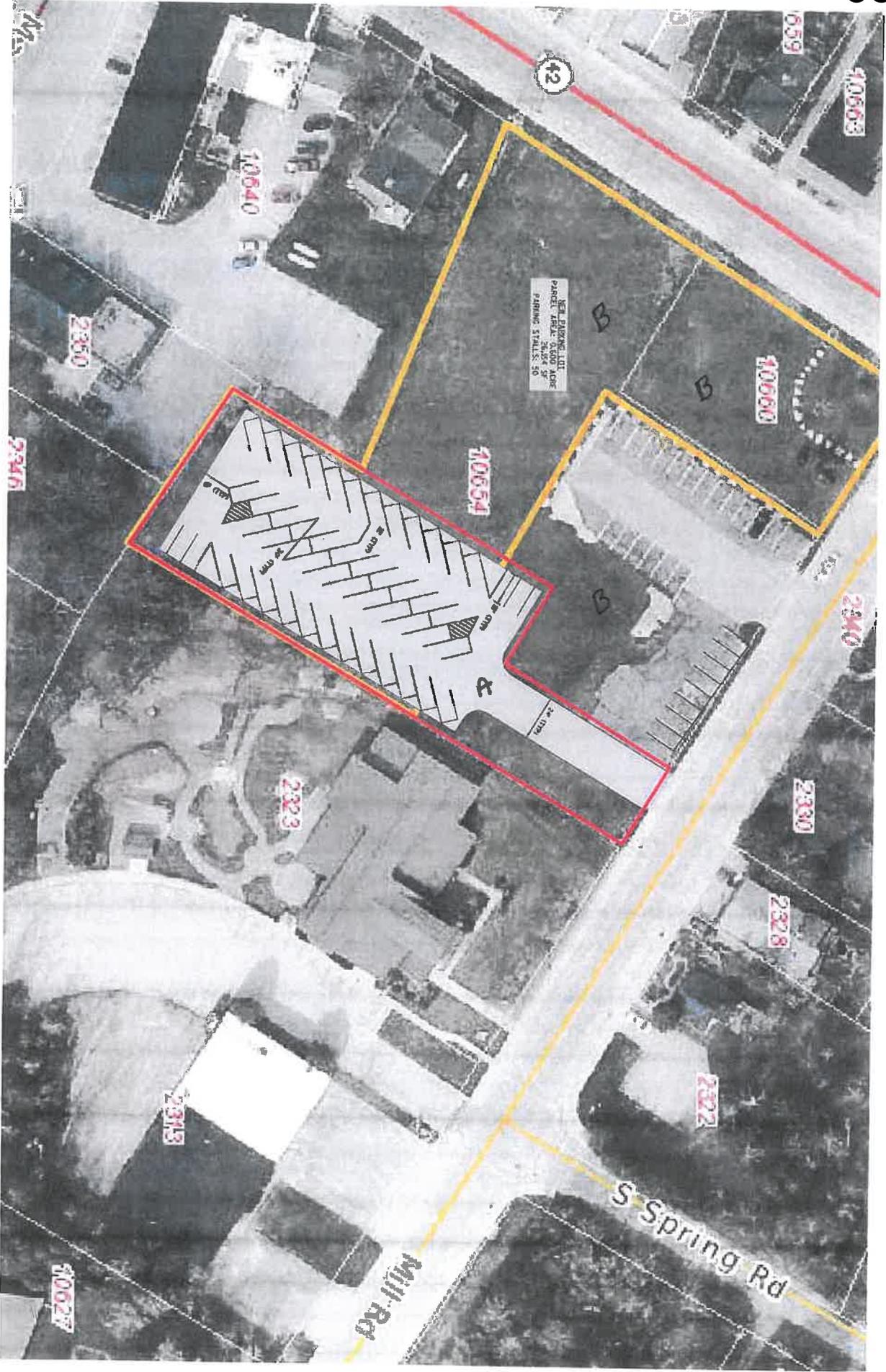
5. Authorizes financing on terms acceptable to the Finance Committee to the developer/s of the property.

Adopted at a meeting of the Board of Trustees this 30th day of March, 2015.

Attest:

Christy Sully, Clerk

Dave Lienau, President



Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
10005	ACTION ELECTRIC INC	29178	maintenance - parks building	02/28/2015	13.40	13.40	03/12/2015
Total 10005					13.40	13.40	
10007	ACTION APPRAISERS INC	1410	Assessor	03/02/2015	2,875.00	2,875.00	03/05/2015
Total 10007					2,875.00	2,875.00	
10110	AFLAC	249573	Employee-funded premium	03/12/2015	199.20	199.20	03/12/2015
Total 10110					199.20	199.20	
10114	AFTER DARK	90515	Marina Fest Band	02/12/2015	500.00	500.00	03/26/2015
Total 10114					500.00	500.00	
10123	BETTY ANDERSON	SV31815	SVD Scand	03/18/2015	50.00	50.00	03/26/2015
Total 10123					50.00	50.00	
10130	ALL PHAZE PLUMBING	952	Work on Marina Public restrooms	02/25/2015	2,845.00	2,845.00	03/05/2015
Total 10130					2,845.00	2,845.00	
12511	AARON BLEY	31415	reimb mileage	03/14/2015	655.50	655.50	03/19/2015
		3615	reimb mileage	02/28/2015	655.50	655.50	03/12/2015
Total 12511					1,311.00	1,311.00	
13267	BOAT RENEWAL PROCESSING CTR	WSZ273480791	Boat registration renewal	02/25/2015	32.00	32.00	02/26/2015
Total 13267					32.00	32.00	
13505	BURKART-HEISDORF INS INC	246452	General Liabiliy - Village	03/01/2015	1,273.17	1,273.17	03/19/2015
			General Liabiliy - Marina		314.41	314.41	03/19/2015
			General Liability - Ice Rink		59.89	59.89	03/19/2015
			General Liabiliy - Utilities		295.57	295.57	03/19/2015
			General Liabiliy - Utilities		435.15	435.15	03/19/2015
			General Liabiliy - Utilities		527.81	527.81	03/19/2015
			Auto - Village		695.22	695.22	03/19/2015
			Auto - Utilities		83.73	83.73	03/19/2015
			Auto - Utilities		532.47	532.47	03/19/2015
			Auto - Utilities		25.58	25.58	03/19/2015
			W/C - Board		7.40	7.40	03/19/2015
			W/C - Admin		45.72	45.72	03/19/2015
			W/C - Parks/Rec		3,132.00	3,132.00	03/19/2015
			W/C - Marina		1,237.19	1,237.19	03/19/2015
			W/C - Ice Rink		174.15	174.15	03/19/2015
			W/C - Utilities - Water		791.43	791.43	03/19/2015
			W/C - Utilities - Wastewater		1,990.08	1,990.08	03/19/2015
			W/C - Utilities - Collection		413.03	413.03	03/19/2015
Total 13505					12,034.00	12,034.00	
14309	CARDMEMBER SERVICE	0169	garbage cans	01/21/2015	298.05	298.05	03/05/2015
			Christmas supplles		69.35	69.35	03/05/2015
		0332	Postage	03/17/2015	6.49		
		0506-7511	Auto history backiground	02/12/2015	1.90	1.90	03/05/2015
		0585	snowblower parts	03/03/2015	61.82		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 20430					1,000.00	1,000.00	
20450	DOOR COUNTY TREASURER	2014TAX	Tax collection fee	03/19/2015	1,316.50	1,316.50	03/26/2015
		31115	Reimb Feb 2014 overpayment	12/31/2014	2,671.28	2,671.28	03/19/2015
Total 20450					3,987.78	3,987.78	
20451	DOOR COUNTY HWY DEPT	400010509	Snowplowing/Sanding	01/31/2015	3,857.30	3,857.30	03/05/2015
		40010173	Street Maintenance - Cherrywood Ln	12/31/2014	26,495.01	26,495.01	03/05/2015
			Spot repair + hot mix		413.61	413.61	03/05/2015
			Signs		104.96	104.96	03/05/2015
Total 20451					30,870.88	30,870.88	
20452	DOOR COUNTY IT DEPT	40010545	Admin Fee	03/05/2015	7.86	7.86	03/19/2015
			Directory maintenance		98.28	98.28	03/19/2015
			Back-ups		70.20	70.20	03/19/2015
			Set up Aaron Bley		28.08	28.08	03/19/2015
Total 20452					204.42	204.42	
20457	DOOR COUNTY REGISTER OF DEEDS	22515	Recording fee	02/25/2015	30.00	30.00	02/26/2015
Total 20457					30.00	30.00	
20474	DOOR COUNTY DAILY NEWS.COM	15020222	Sweetheart skate ads	02/15/2015	189.80	189.80	02/26/2015
Total 20474					189.80	189.80	
20504	EMPLOYER SERVICES LLC	E3657	Health Insurance Policies	03/17/2015	10,319.39	10,319.39	03/26/2015
			Claims Management - HRA		3,000.00	3,000.00	03/26/2015
Total 20504					13,319.39	13,319.39	
20505	EMPLOYEE BENEFITS CORP.	1183006	Dependent Care - FSA	03/11/2015	375.00	375.00	03/12/2015
			Health Care FSA		294.00	294.00	03/12/2015
		1187360	Benny Fee	03/15/2015	2.25	2.25	03/19/2015
			Minimum Fee		50.00	50.00	03/19/2015
Total 20505					721.25	721.25	
20512	EFTPS - ONLINE 941 PAYMENT	PR0228150	PRINT PAPER CHECK TO UPDATE GL /	03/05/2015	3,502.94	3,502.94	03/06/2015
			PRINT PAPER CHECK TO UPDATE GL /		819.24	819.24	03/06/2015
			PRINT PAPER CHECK TO UPDATE GL /		2,693.72	2,693.72	03/06/2015
		PR0314150	PRINT PAPER CHECK TO UPDATE GL /	03/19/2015	3,237.92	3,237.92	03/20/2015
			PRINT PAPER CHECK TO UPDATE GL /		757.30	757.30	03/20/2015
			PRINT PAPER CHECK TO UPDATE GL /		2,506.14	2,506.14	03/20/2015
Total 20512					13,517.26	13,517.26	
20515	FERRELL GAS	1086036199	propane boat house	01/27/2015	41.00	41.00	03/12/2015
		1086050873	propane fire station	01/28/2015	2,071.48	2,071.48	03/12/2015
		108611100	propane Library	03/16/2015	241.77	241.77	03/26/2015
		1086173570	propane cylinders - const. public restrms	02/05/2015	140.00	140.00	03/12/2015
		1086228942	propane Library	02/09/2015	557.31	557.31	02/26/2015
		1086294617	Maintenance Bldg	02/12/2015	597.95	597.95	03/12/2015
		1086392162	propane fire station	02/18/2015	3,461.88	3,461.88	03/12/2015
		1086473214	propane Library	02/23/2015	762.14	762.14	02/26/2015

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
		1086494512	Maintenance Bldg	02/25/2015	467.32	467.32	03/12/2015
	Total 20515				8,340.85	8,340.85	
20517	FLS BANNERS	75120	Broomball	02/12/2015	146.00	146.00	02/28/2015
	Total 20517				146.00	146.00	
20599	EVENSON LAUNDRY INC	688556	Entrance mats - Admin Bldg	02/24/2015	28.00	28.00	03/05/2015
			Entrance mats - Fire Station		72.00	72.00	03/05/2015
	Total 20599				100.00	100.00	
30701	FRONTIER	MAR-15ADMIN	Admin Bldg phone	02/25/2015	172.59	172.59	03/05/2015
		MAR15M	Marina phone	03/07/2015	58.84	58.84	03/19/2015
		.R15SPTSCPLX	Sports Cplx phone	02/25/2015	50.02	50.02	03/05/2015
	Total 30701				281.45	281.45	
30704	GANNETT WI NEWSPAPERS	8750475	Legal notices - Village	02/28/2015	77.36	77.36	03/12/2015
	Total 30704				77.36	77.36	
30750	GOING CO INC	123997-215	recycling - Village	02/28/2015	531.54	531.54	03/12/2015
			garbage - Village		6,159.68	6,159.68	03/12/2015
		325803-215	recycling - Fire Station	02/28/2015	48.06	48.06	03/12/2015
		368844-215	Special bin Public Restrnm const.	02/28/2015	205.40	205.40	03/12/2015
	Total 30750				6,944.68	6,944.68	
30751	GREAT-WEST	PR0228150	Great West Deferred Comp. DEFERRED	03/05/2015	1,148.20	1,148.20	03/06/2015
			Great West Deferred Comp. EMPLOYER		336.80	336.80	03/06/2015
		PR0314150	Great West Deferred Comp. DEFERRED	03/19/2015	1,148.20	1,148.20	03/20/2015
			Great West Deferred Comp. EMPLOYER		336.80	336.80	03/20/2015
	Total 30751				2,970.00	2,970.00	
30757	GRUETT'S	98742P	Jacobsen lawnmower repair parts	02/05/2015	174.25	174.25	03/05/2015
	Total 30757				174.25	174.25	
31815	HERLACHE SMALL ENGINE INC	127138	leaf blower repair	01/20/2015	30.98	30.98	03/05/2015
			weedwacker repair		79.95	79.95	03/05/2015
			weedwacker repair		34.47	34.47	03/05/2015
			hedge trimmer repair		6.84	6.84	03/05/2015
			leaf blower repair		25.90	25.90	03/05/2015
			helmet repair		15.95	15.95	03/05/2015
	Total 31815				194.09	194.09	
34851	JACKIE HOEKSTRA	SV31815	SVD Scand	03/18/2015	50.00	50.00	03/26/2015
	Total 34851				50.00	50.00	
40956	INNOVATIVE PRINTING LLC	19104	Poster design - TKH	02/27/2015	45.00	45.00	03/19/2015
		19105	TKH - rack card design	02/27/2015	70.00	70.00	03/19/2015

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 40956					115.00	115.00	
40963	INSPECTION SPECIALIST LLC	FEB2015	Village Building Inspection	02/28/2015	319.50	319.50	03/26/2015
			Marina Bathroom Building Inspection		360.00	360.00	03/26/2015
Total 40963					679.50	679.50	
40964	INSIDE THE DOOR	3115	Thank you ad for sweetheart skate	03/01/2015	11.25	11.25	03/19/2015
			Marina promotion projects		202.50	202.50	03/19/2015
Total 40964					213.75	213.75	
41001	MATTHEW JACKSON	31915	Meeting mileage	03/19/2015	337.18	337.18	03/26/2015
		WBU	Reimb graduation fees	01/21/2015	100.00	100.00	03/05/2015
Total 41001					437.18	437.18	
41018	SMITHGROUP JJR LLC	107734	beach expansion redesign	02/28/2015	1,880.00	1,880.00	03/26/2015
Total 41018					1,880.00	1,880.00	
41090	JUNGWIRTH'S ACE HARDWARE	2294-215	Maintenance - Admin Bldg	02/28/2015	18.98	18.98	03/12/2015
			Maintenance - Village Hall		36.47	36.47	03/12/2015
			supplies - Office Parks		6.87	6.87	03/12/2015
			supplies - Shop supplies		39.76	39.76	03/12/2015
			Minor equipment		2.29	2.29	03/12/2015
			Christmas decorations		72.61	72.61	03/12/2015
			Maintenance - Parks bldgs		16.09	16.09	03/12/2015
			Maintenance - Equipment Village		8.00	8.00	03/12/2015
			Barricades		7.98	7.98	03/12/2015
Total 41090					209.05	209.05	
41103	KANSAS CITY LIFE	21018-415	Disability Insurance	03/10/2015	418.74	418.74	03/26/2015
Total 41103					418.74	418.74	
41195	LAKE & POND SOLUTIONS CO	62162	Down payment on weed treatment	02/19/2015	1,600.00	1,600.00	02/26/2015
Total 41195					1,600.00	1,600.00	
41205	LAMPERT'S LUMBER	20339034	Maintenance - Admin Bldg - paint	01/28/2015	37.99	37.99	03/05/2015
Total 41205					37.99	37.99	
41212	ROBERT E LEE & ASSOC INC	68828	Garot - Stony Ridge reimb	02/24/2015	2,087.90	2,087.90	03/05/2015
		68829	Canterbury Rd project	02/24/2015	78.00	78.00	03/05/2015
			Canterbury Rd project		39.00	39.00	03/05/2015
			Canterbury Rd project		39.00	39.00	03/05/2015
		68830	Bayshore Dr Project	02/24/2015	2,686.94	2,686.94	03/05/2015
Total 41212					4,930.84	4,930.84	
41218	AIRGAS	9036525678	oxy acetylene	02/17/2015	169.08	169.08	02/26/2015
Total 41218					169.08	169.08	
41310	STEVE MANN	22515	Reimb Christmas lights	02/25/2015	3,478.06	3,478.06	02/26/2015

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 41310					3,478.06	3,478.06	
41316	MARCO INC	16683754	Public copies	03/12/2015	23.94		
			General copies		424.46		
			Marina copies		11.29		
			Utilities' copies		39.59		
			Utilities' copies		58.82		
			Utilities' copies		14.70		
			Fax		10.61		
			Public copies		23.94 -		
			General copies		424.46 -		
			Marina copies		11.29 -		
			Utilities' copies		39.59 -		
			Utilities' copies		58.82 -		
			Utilities' copies		14.70 -		
			Fax		10.61 -		
		16683754A	Public copies	03/12/2015	24.96	24.96	03/26/2015
			General copies		442.65	442.65	03/26/2015
			Marina copies		11.78	11.78	03/26/2015
			Utilities' copies		41.28	41.28	03/26/2015
			Utilities' copies		61.34	61.34	03/26/2015
			Utilities' copies		15.33	15.33	03/26/2015
			Fax		11.07	11.07	03/26/2015
Total 41316					608.41	608.41	
41387	MENARDS	81541	Boaters Bathrooms	02/27/2015	667.80	667.80	03/05/2015
Total 41387					667.80	667.80	
51330	MINNESOTA LIFE	APRIL15	Life Insurance -	02/25/2015	360.11	360.11	03/12/2015
Total 51330					360.11	360.11	
51399	MONROE TRUCK EQUIP INC	732947	Parts for plow repair	02/17/2015	336.10	336.10	03/05/2015
Total 51399					336.10	336.10	
51401	JULIANA NEUMAN	315	Reimb Medicare monthly premium	03/23/2015	104.90	104.90	03/26/2015
		41515	Reimb United Healthcare	03/23/2015	179.94	179.94	03/26/2015
			Reimb AARP RX Plan		51.20	51.20	03/26/2015
Total 51401					336.04	336.04	
51439	NORTH ROAD CONSTRUCTION	1026	boater's bathrooms	02/27/2015	2,000.00	2,000.00	03/05/2015
		393013	Marina Bathrooms	02/21/2015	2,500.00	2,500.00	02/26/2015
		393015	Marina Bathrooms	02/27/2015	6,689.31	6,689.31	03/05/2015
Total 51439					11,189.31	11,189.31	
61536	OFFICE DEPOT CREDIT PLAN	752757877	Toner - Village	01/29/2015	84.51	84.51	02/26/2015
			Writing pads - Letter		8.18	8.18	02/26/2015
			Office Supplies - wireless mouse		9.00	9.00	02/26/2015
			Office Supplies - wireless mouse		13.26	13.26	02/26/2015
			Office Supplies - wireless mouse		2.75	2.75	02/26/2015
			Misc. office supplies		4.66	4.66	02/26/2015
			Misc. office supplies		6.86	6.86	02/26/2015
			Misc. office supplies		1.42	1.42	02/26/2015

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
			Calculator rolls		4.19	4.19	02/26/2015
			Calculator rolls		.76	.76	02/26/2015
			Calculator paper		1.11	1.11	02/26/2015
			Calculator rolls		.23	.23	02/26/2015
			File folders - legal		22.49	22.49	02/26/2015
		754816006	Folder labels	02/10/2015	7.98	7.98	02/26/2015
			Desk trays		4.99	4.99	02/26/2015
			Copy paper 8 1/2 x 11		31.12	31.12	02/26/2015
			Copy paper 8 1/2 x 11		7.47	7.47	02/26/2015
			Copy paper 8 1/2 x 11		10.99	10.99	02/26/2015
			Copy paper 8 1/2 x 11		2.28	2.28	02/26/2015
	Total 61536				224.25	224.25	
61547	ORKIN PEST CONTROL INC	100551864	carpenter ants - Info Booth	02/17/2015	80.96	80.96	03/05/2015
	Total 61547				80.96	80.96	
61551	OPENTIP	393012	Toilet tissue dispensers	03/13/2015	142.94 -		
	Total 61551				142.94 -	.00	
61601	PAPER WORKS PLUS LLC	35084	TKH - broomball	02/19/2015	11.94	11.94	03/05/2015
		35209	Office supplies - Parks	02/27/2015	9.25	9.25	03/05/2015
	Total 61601				21.19	21.19	
61614	PENINSULA PULSE	8204	Employment ad - Marina manager	02/28/2015	70.00	70.00	03/12/2015
			Employment ad - Marina		60.00	60.00	03/12/2015
			Employment ad - Parks		75.00	75.00	03/12/2015
			Employment ad - Marketing		75.00	75.00	03/12/2015
	Total 61614				280.00	280.00	
61633	PINKERT LAW FIRM LLP	100	Premier Real Estate	01/31/2015	555.00	555.00	03/05/2015
			Legal Services - Village		185.00	185.00	03/05/2015
			Johnson land swap		550.00	550.00	03/05/2015
			Quarry lawsuit		125.00	125.00	03/05/2015
			Marina bathroom contract		100.00	100.00	03/05/2015
			DOT SMA agreement		250.00	250.00	03/05/2015
			WWTP mediation issue		35.00	35.00	03/05/2015
			Injury settlement		63.00	63.00	03/05/2015
			Injury settlement		92.75	92.75	03/05/2015
			Injury settlement		19.25	19.25	03/05/2015
	Total 61633				1,975.00	1,975.00	
61639	JASON POLECHECK	32015	Consulting Services	03/20/2015	836.00	836.00	03/26/2015
	Total 61639				836.00	836.00	
61640	QUALITY STATE OIL	920117	Fuel Oil - Village Hall	02/25/2015	683.57	683.57	03/05/2015
		920118	Fuel Oil - Old Fire Station	02/25/2015	273.42	273.42	03/05/2015
		920362	Fuel Oil - Village Hall	03/16/2015	645.12	645.12	03/26/2015
		920378	Fuel Oil - Old Fire Station	03/16/2015	178.45	178.45	03/26/2015
	Total 61640				1,780.56	1,780.56	
61797	REINHARD PLUMBING INC	57582	Frozen water line - VH	02/28/2015	213.00	213.00	03/26/2015

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
		57583	Frozen water line - PO	03/12/2015	292.00	292.00	03/26/2015
	Total 61797				505.00	505.00	
61979	ROCKET DSD.COM	RDSD901891	Products for resale	01/14/2015	169.74	169.74	02/26/2015
	Total 61979				169.74	169.74	
71894	SECURITY LUEBKE ROOFING INC	19551	Front fascia alteration	03/03/2015	3,850.00	3,850.00	03/12/2015
	Total 71894				3,850.00	3,850.00	
71907	SCHENCK BUSINESS SOLUTIONS INC	SC10057673	Audit examination - Village	02/28/2015	8,635.00	8,635.00	03/12/2015
			GASB 34 conversion		260.00	260.00	03/12/2015
			Audit examination - Marina		2,210.00	2,210.00	03/12/2015
			Capital Assets		260.00	260.00	03/12/2015
			Audit examination - TIF Dist		1,215.00	1,215.00	03/12/2015
			Capital Assets		260.00	260.00	03/12/2015
			Audit examination - Utility Funds		2,968.20	2,968.20	03/12/2015
			Capital Assets		93.60	93.60	03/12/2015
			Audit examination - Utility Funds		4,369.85	4,369.85	03/12/2015
			Capital Assets		137.80	137.80	03/12/2015
			Audit examination - Utility Funds		909.95	909.95	03/12/2015
			Capital Assets		28.60	28.60	03/12/2015
	Total 71907				21,348.00	21,348.00	
71911	SEPTIC MAINTENANCE LLC	15-0260	Maintenance - Admin Bldg	03/12/2015	230.00	230.00	03/19/2015
	Total 71911				230.00	230.00	
71914	SHOPKO STORES LLC	01706	Tool chest - New Blue truck	02/19/2015	29.97	29.97	03/12/2015
	Total 71914				29.97	29.97	
71920	SISTER BAY ADVANCEMENT	31115	Sweetheart Skate ad	02/26/2015	174.25	174.25	03/12/2015
			Ice Rink Thank you ads		49.72	49.72	03/12/2015
		UWSTFAIR	reimb for job fair ads	02/25/2015	20.00	20.00	03/05/2015
			reimb for job fair ads		20.00	20.00	03/05/2015
			reimb for job fair ads		60.00	60.00	03/05/2015
	Total 71920				323.97	323.97	
71924	WENDY TATZEL	22415	Reimb for donuts sweetheart skate	02/24/2015	36.00	36.00	02/26/2015
		3615	Reimb travel - Marina	03/06/2015	182.85	182.85	03/12/2015
			Reimb meals - Marina		6.14	6.14	03/12/2015
	Total 71924				224.99	224.99	
71926	SISTER BAY SEWER & WATER	1234	Consulting - S Jacobson BSD project	02/28/2015	54.92	54.92	03/05/2015
			Staff time on stormwater - SJ		54.92	54.92	03/05/2015
			Staff time on stormwater - BL		40.48	40.48	03/05/2015
			Staff time on stormwater - MS		180.40	180.40	03/05/2015
	Total 71926				330.72	330.72	
71927	SISTER BAY/LIBERTY GROVE FIRE	TANKER	Village's portion of New Tanker	03/02/2015	130,000.00	130,000.00	03/05/2015

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 71927					130,000.00	130,000.00	
71928	SISTER BAY POST OFFICE	789	annual box rent	03/02/2015	112.00	112.00	03/05/2015
Total 71928					112.00	112.00	
71930	SISTER BAY/LIBERTY GROVE LIBRA	61	2nd Qtr Support	03/25/2015	7,605.50		
Total 71930					7,605.50	.00	
73003	VERIZON NORTH	64533007	Pre paid long distance	02/10/2015	14.34	14.34	03/12/2015
			Village Phone - long distance		1.39	1.39	03/12/2015
			Marina Phone - long distance		1.36	1.36	03/12/2015
		67515700	Village phone - long distance	03/10/2015	19.98	19.98	03/12/2015
			Marina Phone - long distance		7.13	7.13	03/12/2015
Total 73003					44.20	44.20	
73004	VILLAGE VIEW MOTEL	BSD15	ref reconstruct fee pd to WPS	03/25/2015	1,719.01	1,719.01	03/26/2015
Total 73004					1,719.01	1,719.01	
80007	WILD TOMATO	BSD15	ref reconstruction fee pd to WPS	03/25/2015	495.59	495.59	03/26/2015
Total 80007					495.59	495.59	
81988	WARNER-WEXEL WHOLESAL	125474	custodial supplies - Village	02/24/2015	145.14	145.14	03/05/2015
Total 81988					145.14	145.14	
82350	WI PUBLIC SERVICE	BSD15	BSD customer reconstruct fees	03/25/2015	13,427.15	13,427.15	03/26/2015
		FEB15	Street Lights	02/28/2015	2,232.42	2,232.42	03/05/2015
			Fire Station		1,058.70	1,058.70	03/05/2015
			Parks Lights		118.80	118.80	03/05/2015
			Sports Complex		1,123.08	1,123.08	03/05/2015
			Dock		1,874.25	1,874.25	03/05/2015
			J Dock		766.84	766.84	03/05/2015
			Boathouse		21.96	21.96	03/05/2015
			Old Fire Station		229.93	229.93	03/05/2015
			Swale Pump		41.99	41.99	03/05/2015
			Admin Bldg		681.91	681.91	03/05/2015
			Village Hall		387.97	387.97	03/05/2015
			Bike Trail Lights		163.66	163.66	03/05/2015
Total 82350					22,128.66	22,128.66	
99998	ONE TIME VENDOR	MURPHY	refund - Dockage overpayment	02/28/2015	154.65	154.65	03/12/2015
		SIMENZ	Refund slip deposit	02/23/2015	200.00	200.00	02/26/2015
Total 99998					354.65	354.65	

Total Paid: 322,935.94
 Total Unpaid: 8,978.43
 Grand Total: 331,914.37

3/27/15 *Juliana Newman*

SISTER BAY UTILITIES

Payment Approval Report - Utilities
Input Date(s): 02/25/2015 - 03/31/2015Page: 1
Mar 25, 2015 12:53pm

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
10005	ACTION ELECTRIC INC	29176	electrical supplies	02/28/2015	187.40	187.40	03/11/2015
Total 10005					187.40	187.40	
10006	AMERICAN WATER WORKS ASSOCIAT	15/16 DUES	Dues - S. Jacobson	03/31/2015	325.00		
Total 10006					325.00	.00	
14350	CARDMEMBER SERVICE	1385	American Waterworks training videos	01/27/2015	14.94	14.94	03/04/2015
			American Waterworks training videos		22.00	22.00	03/04/2015
			American Waterworks training videos		4.56	4.56	03/04/2015
Total 14350					41.50	41.50	
14400	CASH	4 PETTY CASH	replenish petty cash	12/31/2014	28.15	28.15	02/25/2015
Total 14400					28.15	28.15	
17506	CELLCOM	225700	cellphones	03/05/2015	43.20	43.20	03/11/2015
			cellphones		63.61	63.61	03/11/2015
			cellphones		13.20	13.20	03/11/2015
			j. neuman		51.06	51.06	03/11/2015
Total 17506					171.07	171.07	
17600	CTW CORPORATION	22367	large meter repair	02/20/2015	1,222.00	1,222.00	02/25/2015
			large meter testing		1,200.00	1,200.00	02/25/2015
Total 17600					2,422.00	2,422.00	
20515	FERRELLGAS	1086050857	WWTP propane	01/28/2015	1,800.26	1,800.26	03/11/2015
Total 20515					1,800.26	1,800.26	
30641	FRONTIER	MAR 2015	plant phones	03/01/2015	83.03	83.03	03/11/2015
			plant phones		83.03	83.03	03/11/2015
Total 30641					166.06	166.06	
30642	FRONTIER COMMUNICATIONS	3/2015	telemetry allocation	03/01/2015	1.28	1.28	03/11/2015
			telemetry allocation		1.28	1.28	03/11/2015
			telemetry allocation		.64	.64	03/11/2015
		FEB2015	telemetry allocation	02/19/2015	5.44	5.44	03/04/2015
			telemetry allocation		5.44	5.44	03/04/2015
			telemetry allocation		2.72	2.72	03/04/2015
		MAR 2015	telemetry allocation	02/25/2015	56.80	56.80	03/04/2015
			telemetry allocation		56.80	56.80	03/04/2015
			telemetry allocation		28.40	28.40	03/04/2015
Total 30642					158.80	158.80	
31805	HAMMERSMITH TV	10067328	photo software	03/06/2015	112.98		
			emergency light batteries		59.96		
Total 31805					172.94	.00	
31816	HAWKINS INC	3697444	chemicals - Water	02/19/2015	205.00	205.00	03/04/2015
		3706005	chemicals - collection system	03/17/2015	316.83		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 31816					521.83	205.00	
31817	HD SUPPLY WATERWORKS	D615435	M.L.S. piping repair	03/09/2015	403.10		
Total 31817					403.10	.00	
40963	ITU ABSORB TECH	5960084	WWTP laundry service	02/03/2015	59.98	59.98	03/11/2015
		5966210	WWTP laundry service	02/17/2015	58.04	58.04	03/11/2015
Total 40963					118.02	118.02	
41005	STEVEN JACOBSON	MAR 2015	postage	03/31/2015	5.75		
			mileage		35.26		
			mileage		39.14		
			mileage		10.76		
			mileage - re: BSD		12.21		
			mileage - re: BSD		12.21		
			mileage - re: BSD Stormsewer		8.45		
			mileage - re: Village stormsewer		6.11		
Total 41005					129.89	.00	
41090	JUNGWIRTH'S ACE HARDWARE	FEB 2015	curb stop repairs	02/28/2015	18.78	18.78	03/11/2015
			maintenance of water plant		15.14	15.14	03/11/2015
			WWTP structure maintenance		1.01	1.01	03/11/2015
			WWTP equipment maintenance		3.58	3.58	03/11/2015
Total 41090					38.51	38.51	
41196	LAKESHORE WASTE SYSTEMS INC	39881	sludge - hauling	03/10/2015	868.00	868.00	03/11/2015
Total 41196					868.00	868.00	
41212	ROBERT E LEE & ASSOC INC	68827	WT design phase	02/24/2015	534.50	534.50	03/04/2015
Total 41212					534.50	534.50	
51315	MIDWEST METER INC	0064396-IN	meter repair parts	02/27/2015	160.61	160.61	03/11/2015
Total 51315					160.61	160.61	
51400	NCL OF WISCONSIN INC	351704	WWTP lab supplies	02/23/2015	564.14	564.14	03/04/2015
		351897	WWTP lab supplies	02/26/2015	93.11	93.11	03/04/2015
Total 51400					657.25	657.25	
51435	NORTH WOODS SUPERIOR CHEMICAL	84988	collection system chemicals	02/25/2015	384.01	384.01	03/04/2015
		87145	collection system chemicals	03/19/2015	860.30		
Total 51435					1,244.31	384.01	
51436	NORTHERN LAKE SERVICES INC	270532	WWTP sample testing	02/16/2015	18.00	18.00	02/25/2015
		270577	WWTP sample testing	02/16/2015	30.00	30.00	02/25/2015
		270710	water testing	02/17/2015	48.00	48.00	02/25/2015
		271392	WWTP sample testing	02/27/2015	275.70	275.70	03/11/2015
		271829	WWTP sample testing	03/12/2015	18.00		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 51436					389.70	371.70	
61610	PAPER WORK PLUS LLC	34757	office supplies - rate case	02/02/2015	67.27	67.27	02/25/2015
Total 61610					67.27	67.27	
61630	PIGGLY WIGGLY	1423 & 9731	WWTP Lab - purified water	02/15/2015	37.53		
Total 61630					37.53	.00	
61635	PUBLIC SERVICE COMM OF WISC	1502-I-05500	rate case processing	02/28/2015	224.89	224.89	03/11/2015
Total 61635					224.89	224.89	
61977	STURGEON BAY UTILITIES	009974	sludge processing	03/16/2015	1,120.00		
Total 61977					1,120.00	.00	
71922	TOP SHELF CAFE & GOURMET	10741	UPS shipping	02/02/2015	14.89	14.89	03/11/2015
		10750	UPS shipping	02/05/2015	51.81	51.81	03/11/2015
		10774	UPS shipping	02/23/2015	7.00	7.00	03/11/2015
			UPS shipping		6.99	6.99	03/11/2015
Total 71922					80.69	80.69	
72053	POSTMASTER	BOX 91 2015	PO Box 91	03/01/2015	17.28	17.28	03/04/2015
			PO Box 91		25.44	25.44	03/04/2015
			PO Box 91		5.28	5.28	03/04/2015
Total 72053					48.00	48.00	
73007	VOIGHT'S COUNTY WALK BP	1172	vehicle fuel allocation	02/28/2015	62.53	62.53	03/11/2015
			vehicle fuel allocation		92.39	92.39	03/11/2015
			vehicle fuel allocation		23.22	23.22	03/11/2015
			equipment fuel		191.42	191.42	03/11/2015
Total 73007					369.56	369.56	
73100	VILLAGE OF SISTER BAY	FEB 2015	payroll and exp pd by Village	03/01/2015	35,209.26	35,209.26	03/11/2015
Total 73100					35,209.26	35,209.26	
80025	WI RURAL WATER ASSOC	S1059	membership dues	03/02/2015	300.00	300.00	03/04/2015
Total 80025					300.00	300.00	
80028	WISCONSIN DNR - OP CERT	CERT #01308	S Jacobson op cert	02/10/2015	45.00	45.00	02/25/2015
Total 80028					45.00	45.00	
82350	WI PUBLIC SERVICE	'3825519-00000	electricity - water system	02/23/2015	2,296.10	2,296.10	03/04/2015
			electricity - wastewater plant		5,536.41	5,536.41	03/04/2015
			electricity - lift stations		545.77	545.77	03/04/2015
			electricity - info booth		31.03	31.03	03/04/2015
Total 82350					8,409.31	8,409.31	
82351	WIS PUBLIC SERVICE	MAR 2015	Well #3 - LGUD	03/13/2015	115.92		

SISTER BAY UTILITIES

Payment Approval Report - Utilities
Input Date(s): 02/25/2015 - 03/31/2015Page: 4
Mar 25, 2015 12:53pm

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
			Well #3 - Sister Bay		347.76		
Total 82351					463.68	.00	
82353 WWA		2015 TRAINING	water training - BL & PJ	03/10/2015	20.00	20.00	03/10/2015
			water training - BL & PJ		20.00	20.00	03/10/2015
Total 82353					40.00	40.00	

Total Paid: 53,106.82

Total Unpaid: 3,847.27

Grand Total: 56,954.09

Dated: 3/25/15Staff: Juliana Neuman

VILLAGE OF SISTER BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET	
TAXES						
100-41110-00-0000	GENERAL PROPERTY TAXES	.00	1,179,828.83	1,183,483.00	(3,654.17)	99.69
100-41150-00-0000	MANAGED FOREST LANDS	.00	34.24	30.00	4.24	114.13
100-41800-00-0000	INTEREST & PENALTIES - TAXES	.00	105.35	200.00	(94.65)	52.67
	TOTAL TAXES	.00	1,179,968.42	1,183,713.00	(3,744.58)	99.68
INTERGOVERNMENTAL REVENUE						
100-43410-00-0000	STATE SHARED REVENUE	.00	9,036.40	9,036.00	.40	100.00
100-43420-00-0000	FIRE INSURANCE DUES	.00	14,717.07	13,500.00	1,217.07	109.02
100-43430-00-0000	COMPUTER AIDS	.00	1,172.00	1,207.00	(35.00)	97.10
100-43531-00-0000	STATE AID - ROADS	.00	52,436.93	52,437.00	(.07)	100.00
100-43650-00-0000	FOREST LANDS	.00	4.00	.00	4.00	.00
100-43791-00-0000	RECYCLING REBATE	.00	5,341.74	3,500.00	1,841.74	152.62
	TOTAL INTERGOVERNMENTAL REVENUE	.00	82,708.14	79,660.00	3,028.14	103.80
LICENSES & PERMITS						
100-44110-00-0000	LIQUOR	.00	8,350.00	8,000.00	350.00	104.38
100-44120-00-0000	OPERATORS LICENSES	.00	800.00	700.00	100.00	114.29
100-44130-00-0000	SODA	.00	130.00	120.00	10.00	108.33
100-44140-00-0000	CIGARETTE	.00	50.00	40.00	10.00	125.00
100-44210-00-0000	DOG LICENSES	.00	37.50	12.00	25.50	312.50
100-44300-00-0000	BUILDING	.00	10,433.90	8,000.00	2,433.90	130.42
100-44410-00-0000	REZONING PETITION & FEES	.00	1,175.00	1,000.00	175.00	117.50
100-44420-00-0000	CONDITIONAL USE REQUESTS	.00	.00	400.00	(400.00)	.00
100-44430-00-0000	MAP/TEXT AMENDMENT REQUESTS	.00	100.00	.00	100.00	.00
100-44910-00-0000	SIGN PERMITS	.00	835.00	800.00	35.00	104.38
	TOTAL LICENSES & PERMITS	.00	21,911.40	19,072.00	2,839.40	114.89
FINES, FORFEITS & PENALTIES						
100-45210-00-0000	CITATIONS/PKG TICKETS	.00	489.95	750.00	(260.05)	65.33
	TOTAL FINES, FORFEITS & PENALTIES	.00	489.95	750.00	(260.05)	65.33

VILLAGE OF SISTER BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>PUBLIC CHARGES</u>					
100-46110-00-0000		.00	2,460.00	3,000.00 (540.00)	82.00
100-46120-00-0000		.00	500.00	800.00 (300.00)	62.50
100-46140-00-0000		.00	420.00	420.00 .00	100.00
100-46310-00-0000		.00	1,471.17	1,400.00 71.17	105.08
100-46721-00-0000		.00	1,400.00	.00 1,400.00	.00
100-46741-00-0000		.00	4,772.00	500.00 4,272.00	954.40
100-46900-00-0000		.00	1,036.18	500.00 536.18	207.24
TOTAL PUBLIC CHARGES		.00	12,059.35	6,620.00 5,439.35	182.17
<u>INTERGOVERNMENTAL CHARGES</u>					
100-47324-00-0000		.00	10,618.48	8,000.00 2,618.48	132.73
100-47390-00-0000		.00	2,772.27	2,500.00 272.27	110.89
TOTAL INTERGOVERNMENTAL CHARGES		.00	13,390.75	10,500.00 2,890.75	127.53
<u>MISCELLANEOUS REVENUES</u>					
100-48110-00-0000		.00	1,697.94	2,000.00 (302.06)	84.90
100-48210-00-0000		.00	16,200.00	16,200.00 .00	100.00
100-48220-00-0000		.00	4,185.00	4,500.00 (315.00)	93.00
100-48240-00-0000		.00	358.05	300.00 58.05	119.35
100-48250-00-0000		.00	4,317.62	3,500.00 817.62	123.36
100-48300-00-0000	415,000.00	434,900.00	.00	434,900.00	.00
100-48910-00-0000		.00	.00	250.00 (250.00)	.00
100-48990-00-0000		.00	250.35	200.00 50.35	125.17
TOTAL MISCELLANEOUS REVENUES	415,000.00	461,908.96	26,950.00	434,958.96	1,713.95
<u>OTHER FINANCING SOURCES</u>					
100-49221-00-0000		.00	161,905.00	161,905.00 .00	100.00
TOTAL OTHER FINANCING SOURCES		.00	161,905.00	161,905.00 .00	100.00
TOTAL FUND REVENUE	415,000.00	1,934,341.97	1,489,190.00	445,151.97	129.89

VILLAGE OF SISTER BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>GENERAL GOVERNMENT</u>					
100-51105-00-0000		29,780.00	34,620.00	4,840.00	86.02
100-51120-00-0000		2,278.17	2,648.00	369.83	86.03
100-51145-00-0000		33.76	101.00	67.24	33.43
		<u>32,091.93</u>	<u>37,369.00</u>	<u>5,277.07</u>	<u>85.88</u>
PERSONNEL					
100-51201-00-0000		1,069.04	1,000.00	(69.04)	106.90
100-51210-00-0000		280.00	300.00	20.00	93.33
100-51225-00-0000		417.00	500.00	83.00	83.40
		<u>1,766.04</u>	<u>1,800.00</u>	<u>33.96</u>	<u>98.11</u>
INDIRECT EMPLOYEE					
100-51301-00-0000		5,193.68	5,300.00	106.32	97.99
100-51305-00-0000		12,484.84	10,000.00	(2,484.84)	124.85
100-51315-00-0000		48,212.05	35,000.00	(13,212.05)	137.75
100-51320-00-0000		579.23	.00	(579.23)	.00
100-51360-00-0000		42,000.00	42,000.00	.00	100.00
100-51370-00-0000		3,238.20	3,238.00	(.20)	100.01
		<u>111,708.00</u>	<u>95,538.00</u>	<u>(16,170.00)</u>	<u>116.93</u>
UTILITY COSTS					
100-51405-00-0000		523.64	500.00	(23.64)	104.73
100-51410-00-0000		359.02	80.00	(279.02)	448.77
100-51420-00-0000		1,591.85	1,650.00	58.15	96.48
100-51425-00-0000		30.00	100.00	70.00	30.00
100-51495-00-0000		26.67	100.00	73.33	26.67
		<u>2,531.18</u>	<u>2,430.00</u>	<u>(101.18)</u>	<u>104.16</u>
SUPPLIES					

VILLAGE OF SISTER BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
100-51502-00-0000 BUILDING INSPECTION SERVICES	.00	8,350.40	7,200.00	(1,150.40)	115.98
100-51504-00-0000 INFORMATION TECHNOLOGY	.00	326.29	100.00	(226.29)	326.29
100-51505-00-0000 ENGINEERING	.00	.00	5,000.00	5,000.00	.00
100-51510-00-0000 CONSULTING	.00	9,367.25	2,000.00	(7,367.25)	468.36
100-51514-00-0000 SHERIFF SECURITY SERVICES	.00	6,599.17	6,500.00	(99.17)	101.53
100-51515-00-0000 LEGAL SERVICES	.00	36,928.54	20,000.00	(16,928.54)	184.64
100-51520-00-0000 ASSESSMENT SERVICES	.00	34,500.00	34,500.00	.00	100.00
100-51525-00-0000 PROPERTY/LIABILITY INSURANCE	.00	10,109.30	12,000.00	1,890.70	84.24
100-51530-00-0000 LEGAL NOTICES & ADS	.00	1,351.93	1,500.00	148.07	90.13
100-51532-00-0000 PUBLICITY	.00	866.07	1,000.00	133.93	86.61
100-51535-00-0000 WEBSITE SUPPORT	.00	141.75	.00	(141.75)	.00
100-51540-00-0000 TAX BILLING COSTS	.00	2,474.67	2,400.00	(74.67)	103.11
100-51542-00-0000 TAX ASSESSMENT REFUNDS	.00	19,625.95	.00	(19,625.95)	.00
100-51545-00-0000 ELECTION COSTS	.00	1,351.46	2,200.00	848.54	61.43
100-51546-00-0000 ELECTION JUDGES	.00	3,150.00	3,500.00	350.00	90.00
100-51555-00-0000 BOARD OF REVIEW	.00	399.18	750.00	350.82	53.22
100-51567-00-0000 FESTIVAL/EVENT COSTS	.00	6,105.52	3,200.00	(2,905.52)	190.80
100-51570-00-0000 ZONING BOARD OF APPEALS	.00	160.00	.00	(160.00)	.00
100-51575-00-0000 PLAN COMMISSION	.00	1,369.12	1,600.00	230.88	85.57
100-51585-00-0000 PERSONNEL COMMITTEE	.00	360.00	.00	(360.00)	.00
100-51590-00-0000 MISC BOARDS	.00	640.00	1,000.00	360.00	64.00
100-51595-00-0000 MISC SERVICES	.00	85.00	500.00	415.00	17.00
SERVICES	.00	144,261.60	104,950.00	(39,311.60)	137.46
100-51641-00-0000 ADMINISTRATION BLDG	.00	3,015.94	3,000.00	(15.94)	100.53
100-51642-00-0000 VILLAGE HALL	.00	2,554.86	2,500.00	(54.86)	102.19
100-51643-00-0000 POST OFFICE	.00	2,222.90	500.00	(1,722.90)	444.58
100-51645-00-0000 FIRE STATION	.00	14,860.55	25,000.00	10,139.45	59.44
100-51646-00-0000 OLD SCHOOL	.00	34.47	.00	(34.47)	.00
100-51647-00-0000 PAVILION	.00	29.87	.00	(29.87)	.00
MAINTENANCE	.00	22,718.59	31,000.00	8,281.41	73.29
100-51801-00-0000 CEMETERY	.00	2,139.47	2,500.00	360.53	85.58
100-51805-00-0000 LIBRARY	.00	27,900.56	27,901.00	.44	100.00
100-51810-00-0000 SISTER BAY ADVANCEMENT	.00	50,000.00	50,000.00	.00	100.00
100-51830-00-0000 HUMANE SOCIETY	.00	1,000.00	1,000.00	.00	100.00
100-51840-00-0000 FIRE SERVICES	.00	110,683.00	110,683.00	.00	100.00
100-51841-00-0000 OTHER FIRE SERVICES	.00	.00	5,000.00	5,000.00	.00
100-51850-00-0000 HISTORICAL SOCIETY	.00	5,000.00	5,000.00	.00	100.00
100-51860-00-0000 ECONOMIC DEVELOPMENT	.00	2,500.00	2,500.00	.00	100.00
100-51880-00-0000 COASTAL BYWAYS	.00	300.00	300.00	.00	100.00
SUPPORT	.00	199,523.03	204,884.00	5,360.97	97.38

VILLAGE OF SISTER BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
100-51910-00-0000 BAD DEBT EXP	.00	551.37	300.00	(251.37)	183.79
100-51930-00-0000 BANK FEES & FINANCE CHARGES	.00	2,204.83	1,750.00	(454.83)	125.99
100-51950-00-0000 MISC OTHER EXPENDITURE	.00	1,461.32	100.00	(1,361.32)	1,461.32
100-51992-00-0000 TRANSFER TO ICE RINK FUND	.00	5,000.00	5,000.00	.00	100.00
100-51994-00-0000 TRANSFER TO CIP FUND	.00	346,700.00	346,700.00	.00	100.00
100-51999-00-0000 CONTINGENCY	.00	.00	10,000.00	10,000.00	.00
MISCELLANEOUS	.00	355,917.52	363,850.00	7,932.48	97.82
TOTAL GENERAL GOVERNMENT	.00	870,517.89	841,821.00	(28,696.89)	103.41

VILLAGE OF SISTER BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET	
ADMINISTRATION						
100-52101-00-0000	WAGES, FULL-TIME	.00	168,294.10	190,533.00	22,238.90	88.33
100-52105-00-0000	WAGES, PART-TIME	.00	850.98	.00 (850.98)	.00	.00
100-52110-00-0000	OVERTIME	.00	270.35	324.00	53.65	83.44
100-52112-00-0000	UNWORKED WAGES	.00	23,221.70	.00 (23,221.70)	.00	.00
100-52113-00-0000	COMP TIME USED	1,059.69	2,549.19	.00 (2,549.19)	.00	.00
100-52115-00-0000	RETIREMENT	.00	13,595.58	13,360.00 (235.58)	101.76	101.76
100-52120-00-0000	SOCIAL SECURITY	.00	14,349.67	14,601.00	251.33	98.28
100-52125-00-0000	INSURANCE, MEDICAL	.00	30,560.00	40,000.00	9,440.00	76.40
100-52130-00-0000	INSURANCE, DENTAL	.00	2,976.56	2,515.00 (461.56)	118.35	118.35
100-52135-00-0000	INSURANCE, DISABILITY	.00	1,555.80	1,551.00 (4.80)	100.31	100.31
100-52140-00-0000	INSURANCE, GROUP LIFE	.00	516.84	549.00	32.16	94.14
100-52145-00-0000	INSURANCE, WORK COMP	.00	312.67	636.00	323.33	49.16
100-52190-00-0000	BENEFIT FEES AND PENALTIES	.00	587.93	1,000.00	412.07	58.79
100-52192-00-0000	MARINA ADMIN REIMBURSEMENT	.00 (11,599.20 ) (	12,098.00 ) (	498.80 ) (	95.88 ) (	95.88
100-52195-00-0000	TIF ADMIN REIMBURSEMENT	.00 (64,833.00 ) (	64,833.00 ) (	.00 (	100.00 ) (	100.00
100-52196-00-0000	UTILITY ADMIN REIMBURSEMENT	.00 (30,601.50 ) (	25,342.20 ) (	5,259.30 (	120.75 ) (	120.75
PERSONNEL		1,059.69	152,607.67	162,795.80	10,188.13	93.74
100-52201-00-0000	TRAVEL/TRAINING	.00	3,479.01	2,500.00 (979.01)	139.16	139.16
100-52202-00-0000	EDUCATIONAL DEVELOPMENT	.00	2,755.43	3,000.00	244.57	91.85
100-52205-00-0000	RECRUIT/TESTING/PHYSICALS	.00	29.34	.00 (29.34)	.00	.00
100-52210-00-0000	EXPENSE ALLOWANCE	.00	523.40	300.00 (223.40)	174.47	174.47
100-52225-00-0000	RECOGNITION	.00	45.91	150.00	104.09	30.61
INDIRECT EMPLOYEE		.00	6,833.09	5,950.00 (883.09)	114.84	114.84
100-52360-00-0000	TELEPHONE	.00	2,525.59	2,500.00 (25.59)	101.02	101.02
100-52365-00-0000	CELL PHONE	.00	747.40	625.00 (122.40)	119.58	119.58
100-52370-00-0000	INTERNET	.00	1,799.88	1,800.00	.12	99.99
UTILITY COSTS		.00	5,072.87	4,925.00 (147.87)	103.00	103.00
100-52401-00-0000	OFFICE SUPPLIES	.00	2,900.80	5,000.00	2,099.20	58.02
100-52405-00-0000	COMPUTER HARDWARE/SOFTWARE	.00	1,724.11	2,000.00	275.89	86.21
100-52410-00-0000	PRINTING AND COPYING	.00	6,559.39	5,800.00 (759.39)	113.09	113.09
100-52415-00-0000	POSTAGE	.00	1,071.07	1,800.00	728.93	59.50
100-52420-00-0000	DUES AND PUBLICATIONS	.00	442.50	350.00 (92.50)	126.43	126.43
100-52460-00-0000	MINOR EQUIPMENT	.00	269.97	.00 (269.97)	.00	.00
100-52495-00-0000	MISC OTHER SUPPLIES	.00	65.05	100.00	34.95	65.05
SUPPLIES		.00	13,032.89	15,050.00	2,017.11	86.60

VILLAGE OF SISTER BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
100-52501-00-0000 AUDIT	.00	10,770.00	12,800.00	2,030.00	84.14
100-52502-00-0000 ACCOUNTING SUPPORT	.00	915.00	1,500.00	585.00	61.00
100-52504-00-0000 INFORMATION TECHNOLOGY	.00	3,038.81	1,200.00	(1,838.81)	253.23
100-52510-00-0000 CONSULTING	.00	4,744.99	5,000.00	255.01	94.90
SERVICES	.00	19,468.80	20,500.00	1,031.20	94.97
100-52601-00-0000 OFFICE EQUIPMENT	.00	459.78	400.00	(59.78)	114.94
MAINTENANCE	.00	459.78	400.00	(59.78)	114.94
TOTAL ADMINISTRATION	1,059.69	197,475.10	209,620.80	12,145.70	94.21

VILLAGE OF SISTER BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET	
PARKS AND STREETS						
100-53101-00-0000	WAGES, FULL-TIME	.00	115,253.50	144,767.00	29,513.50	79.61
100-53105-00-0000	WAGES, PART-TIME	.00	34,916.19	30,000.00 (	4,916.19)	116.39
100-53106-00-0000	WAGES, ANIMAL CONTROL	.00	91.60	200.00	108.40	45.80
100-53110-00-0000	OVERTIME	.00	1,087.03	4,637.00	3,549.97	23.44
100-53112-00-0000	UNWORKED WAGES	.00	20,537.26	.00 (	20,537.26)	.00
100-53113-00-0000	COMP TIME USED	(29.82)	3,417.10	.00 (	3,417.10)	.00
100-53115-00-0000	RETIREMENT	.00	11,000.02	10,423.00 (	577.02)	105.54
100-53120-00-0000	SOCIAL SECURITY	.00	13,435.46	13,724.00	288.54	97.90
100-53125-00-0000	INSURANCE, MEDICAL	.00	30,618.84	30,000.00 (	618.84)	102.06
100-53130-00-0000	INSURANCE, DENTAL	.00	2,837.12	2,504.00 (	333.12)	113.30
100-53135-00-0000	INSURANCE, DISABILITY	.00	1,156.95	1,221.00	64.05	94.75
100-53140-00-0000	INSURANCE, GROUP LIFE	.00	366.34	383.00	16.66	95.65
100-53145-00-0000	INSURANCE, WORK COMP	.00	8,037.54	11,247.00	3,209.46	71.46
100-53190-00-0000	BENEFIT FEES AND PENALTIES	.00	126.93	50.00 (	76.93)	253.86
100-53192-00-0000	MARINA PARKS REIMBURSEMENT	.00	.00 (	20,928.00 ) (	20,928.00)	.00
100-53196-00-0000	UTILITY MOWING REIMBURSEMENT	.00 (	3,869.46)	.00	3,869.46	.00
PERSONNEL						
		(29.82)	239,012.42	228,228.00 (	10,784.42)	104.73
100-53201-00-0000	TRAVEL/TRAINING	.00	.00	100.00	100.00	.00
100-53205-00-0000	RECRUIT/TESTING/PHYSICALS	.00	.00	150.00	150.00	.00
100-53210-00-0000	EXPENSE ALLOWANCE	.00	34.40	25.00 (	9.40)	137.60
100-53215-00-0000	UNIFORMS & CLOTHING	.00	613.72	1,200.00	586.28	51.14
INDIRECT EMPLOYEE						
		.00	648.12	1,475.00	826.88	43.94
100-53325-00-0000	PARKS	.00	2,610.16	2,600.00 (	10.16)	100.39
100-53330-00-0000	SPORTS COMPLEX	.00	11,443.56	12,350.00	906.44	92.66
100-53335-00-0000	MAINTENANCE BUILDINGS	.00	14,708.66	14,000.00 (	708.66)	105.06
100-53345-00-0000	INFORMATION BOOTH	.00	820.15	750.00 (	70.15)	109.35
100-53360-00-0000	TELEPHONE SPORT COMPLEX	.00	494.46	500.00	5.54	98.89
100-53365-00-0000	CELL PHONES	.00	1,831.78	1,200.00 (	631.78)	152.65
100-53370-00-0000	INTERNET	.00	1,259.30	720.00 (	539.30)	174.90
100-53380-00-0000	STREET LIGHTING	.00	26,289.10	28,000.00	1,710.90	93.89
100-53381-00-0000	BIKE TRAIL LIGHTS	.00	1,419.56	1,400.00 (	19.56)	101.40
UTILITY COSTS						
		.00	60,876.73	61,520.00	643.27	98.95

VILLAGE OF SISTER BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
100-53401-00-0000 OFFICE SUPPLIES	.00	6.34	25.00	18.66	25.36
100-53405-00-0000 COMPUTER HARDWARE/SOFTWARE	.00	16.85	.00 (	16.85)	.00
100-53430-00-0000 CUSTODIAL SUPPLIES	.00	4,034.85	3,500.00 (	534.85)	115.28
100-53440-00-0000 MEDICAL SAFETY	.00	424.28	500.00	75.72	84.86
100-53445-00-0000 SHOP SUPPLIES	.00	860.30	500.00 (	360.30)	172.06
100-53450-00-0000 MEMORIAL BENCH SUPPLIES	.00	1,459.13	250.00 (	1,209.13)	583.65
100-53460-00-0000 MINOR EQUIPMENT	.00	728.35	2,000.00	1,271.65	36.42
100-53470-00-0000 RECREATION EQUIP/SUPPLIES	.00	391.87	400.00	8.13	97.97
100-53480-00-0000 STREET LIGHTS (BULBS)	.00	63.96	500.00	436.04	12.79
100-53490-00-0000 MISC. MUNICIPAL SUPPLIES	.00	520.66	250.00 (	270.66)	208.26
100-53495-00-0000 MISC. OTHER SUPPLIES	.00	189.25	50.00 (	139.25)	378.50
SUPPLIES	.00	8,695.84	7,975.00 (	720.84)	109.04
100-53504-00-0000 INFORMATION TECHNOLOGY	.00	15.78	.00 (	15.78)	.00
100-53551-00-0000 RUBBISH DISPOSAL	.00	98,778.84	103,000.00	4,221.16	95.90
100-53552-00-0000 RECYCLING	.00	9,813.16	8,000.00 (	1,813.16)	122.66
100-53553-00-0000 SNOW REMOVAL CONTRACT	.00	27,647.85	25,000.00 (	2,647.85)	110.59
100-53581-00-0000 YMCA PROGRAM COSTS	.00	12,871.80	13,500.00	628.20	95.35
100-53595-00-0000 MISCELLANEOUS	.00	.00	100.00	100.00	.00
SERVICES	.00	149,127.43	149,600.00	472.57	99.68
100-53610-00-0000 SIDEWALKS	.00	578.10	250.00 (	328.10)	231.24
100-53611-00-0000 BIKE TRAIL	.00	228.02	200.00 (	28.02)	114.01
100-53615-00-0000 GROUNDS	.00	2,698.08	500.00 (	2,198.08)	539.62
100-53620-00-0000 PARKS	.00	6,426.98	21,000.00	14,573.02	30.60
100-53625-00-0000 SPORTS COMPLEX	.00	3,157.89	4,500.00	1,342.11	70.18
100-53626-00-0000 DOG PARK	.00	2,437.12	2,000.00 (	437.12)	121.86
100-53630-00-0000 STREET SIGNS	.00	622.38	500.00 (	122.38)	124.48
100-53631-00-0000 SEASONAL DECORATIONS	.00	5,830.74	9,000.00	3,169.26	64.79
100-53635-00-0000 LAWN MAINTENANCE	.00	8,116.75	7,750.00 (	366.75)	104.73
100-53640-00-0000 BUILDING (PARKS DEPT)	.00	1,213.19	1,000.00 (	213.19)	121.32
100-53645-00-0000 INFO BOOTH (BLDGS & GROUNDS)	.00	912.68	1,000.00	87.32	91.27
100-53650-00-0000 STORM DRAINAGE SYSTEM	.00	1,322.11	1,000.00 (	322.11)	132.21
100-53655-00-0000 STREET MAINTENANCE	.00	40,490.33	9,437.00 (	31,053.33)	429.06
100-53670-00-0000 PICNIC TABLES & BENCHES	.00	554.73	2,500.00	1,945.27	22.19
100-53671-00-0000 GARBAGE CANS	.00	.00	500.00	500.00	.00
100-53675-00-0000 EQUIPMENT RENTAL	.00	294.00	200.00 (	94.00)	147.00
MAINTENANCE	.00	74,883.10	61,337.00 (	13,546.10)	122.08
100-53701-00-0000 VEHICLE MAINTENANCE	.00	3,037.15	5,000.00	1,962.85	60.74
100-53705-00-0000 EQUIPMENT MAINTENANCE	.00	9,357.64	10,000.00	642.36	93.58
100-53710-00-0000 GAS/OIL/FLUIDS	.00	10,396.78	10,000.00 (	396.78)	103.97
100-53715-00-0000 TIRES	.00	491.92	.00 (	491.92)	.00
VEHICLES AND EQUIPMENT	.00	23,283.49	25,000.00	1,716.51	93.13

VILLAGE OF SISTER BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
TOTAL PARKS AND STREETS	(29.82)	556,527.13	535,135.00	(21,392.13)	104.00
TOTAL FUND EXPENDITURES	1,029.87	1,624,520.12	1,586,576.80	(37,943.32)	102.39
NET REVENUES OVER EXPENDITURES	413,970.13	309,821.85	(97,386.80)	483,095.29	318.14

VILLAGE OF SISTER BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

MARINA FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>PUBLIC CHARGES</u>					
201-46741-00-0000	MARINA FEST	.00	5,868.56	8,500.00 (2,631.44)	69.04
201-46751-00-0000	SEASONAL SLIP FEES	.00	313,727.93	339,472.00 (25,744.07)	92.42
201-46752-00-0000	DAILY DOCKING FEES	.00	109,258.83	119,295.00 (10,036.17)	91.59
201-46753-00-0000	LAUNCH FEES	.00	12,018.26	12,000.00 18.26	100.15
201-46755-00-0000	MARINA SERVICES	.00	227.52	400.00 (172.48)	56.88
201-46761-00-0000	COMMERCIAL DOCKING	.00	76,732.75	76,730.00 2.75	100.00
201-46764-00-0000	PRODUCT SALES	.00	1,941.67	2,500.00 (558.33)	77.67
201-46767-00-0000	VENDING SALES	.00	566.06	750.00 (183.94)	75.47
201-46768-00-0000	WASHER/DRYER	.00	230.59	250.00 (19.41)	92.24
201-46900-00-0000	MISC CHARGES FOR SERVICES	.00	.00	100.00 (100.00)	.00
	TOTAL PUBLIC CHARGES	.00	520,572.17	559,997.00 (39,424.83)	92.96
<u>MISCELLANEOUS REVENUES</u>					
201-48110-00-0000	INTEREST ON INVESTMENTS	.00	813.46	1,200.00 (386.54)	67.79
201-48260-00-0000	BLDG RENTAL - BOATHOUSE	.00	13,290.50	12,500.00 790.50	106.32
201-48500-00-0000	DONATIONS	.00	82.50	.00 82.50	.00
201-48990-00-0000	MISC OTHER REVENUE	.00	264.16	300.00 (35.84)	88.05
	TOTAL MISCELLANEOUS REVENUES	.00	14,450.62	14,000.00 450.62	103.22
<u>PUBLIC CHARGES</u>					
201-49240-00-0000	TRANSFERS FROM CIP FUND	.00	25,000.00	25,000.00 .00	100.00
	TOTAL PUBLIC CHARGES	.00	25,000.00	25,000.00 .00	100.00
	TOTAL FUND REVENUE	.00	560,022.79	598,997.00 (38,974.21)	93.49

VILLAGE OF SISTER BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

MARINA FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>MARINA EXP</u>					
201-55101-00-0000		25,392.00	26,131.00	739.00	97.17
201-55101-32-0000		217.76	.00	(217.76)	.00
201-55105-00-0000		8,736.96	8,736.00	(.96)	100.01
201-55105-04-0000		7,918.50	20,835.00	12,916.50	38.01
201-55105-08-0000		29,572.60	39,818.00	10,245.40	74.27
201-55105-32-0000		1,528.26	.00	(1,528.26)	.00
201-55110-00-0000		.00	653.00	653.00	.00
201-55110-08-0000		7.63	529.00	521.37	1.44
201-55111-00-0000		464.88	1,615.00	1,150.12	28.79
201-55115-00-0000		1,137.23	3,535.00	2,397.77	32.17
201-55120-00-0000		5,535.54	7,521.00	1,985.46	73.60
201-55125-00-0000		1,656.50	3,950.00	2,293.50	41.94
201-55130-00-0000		244.36	298.00	53.64	82.00
201-55135-00-0000		117.45	152.00	34.55	77.27
201-55140-00-0000		38.30	65.00	26.70	58.92
201-55145-00-0000		3,180.49	4,518.00	1,337.51	70.40
201-55150-00-0000		.00	1,200.00	1,200.00	.00
PERSONNEL		85,748.46	119,556.00	33,807.54	71.72
201-55201-00-0000		1,073.41	1,200.00	126.59	89.45
201-55205-00-0000		10.00	.00	(10.00)	.00
201-55210-00-0000		121.65	200.00	78.35	60.83
201-55215-00-0000	(475.00)	284.99	600.00	315.01	47.50
INDIRECT EMPLOYEE	(475.00)	1,490.05	2,000.00	509.95	74.50
201-55340-00-0000		22,060.81	21,150.00	(910.81)	104.31
201-55341-00-0000		1,347.85	2,800.00	1,452.15	48.14
201-55360-00-0000		735.22	840.00	104.78	87.53
201-55365-00-0000		931.78	800.00	(131.78)	116.47
201-55370-00-0000		4,092.48	700.00	(3,392.48)	584.64
201-55375-00-0000		1,867.63	7,000.00	5,132.37	26.68
UTILITY COSTS		31,035.77	33,290.00	2,254.23	93.23

VILLAGE OF SISTER BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

MARINA FUND

	PERIOD		BUDGET		% OF	
	ACTUAL	YTD ACTUAL	AMOUNT	VARIANCE	BUDGET	
201-55401-00-0000	OFFICE SUPPLIES	.00	256.77	500.00	243.23	51.35
201-55405-00-0000	COMPUTER HARDWARE/SOFTWARE	.00	1,506.74	350.00 (	1,156.74)	430.50
201-55410-00-0000	PRINTING AND COPYING	.00	296.24	500.00	203.76	59.25
201-55415-00-0000	POSTAGE	.00	265.50	300.00	34.50	88.50
201-55420-00-0000	DUES & PUBLICATIONS	.00	125.00	800.00	675.00	15.62
201-55430-00-0000	CUSTODIAL SUPPLIES	.00	1,830.83	2,000.00	169.17	91.54
201-55434-00-0000	SUPPLIES FOR RESALE	.00	1,227.27	1,500.00	272.73	81.82
201-55435-00-0000	VENDING SUPPLIES (SODA)	.00	435.60	750.00	314.40	58.08
201-55440-00-0000	MEDICAL & SAFETY	.00	.00	100.00	100.00	.00
201-55460-00-0000	MINOR EQUIPMENT	.00	73.44	250.00	176.56	29.38
201-55465-00-0000	SERVICE EQUIPMENT	.00	.00	500.00	500.00	.00
201-55470-00-0000	RECREATION EQUIP/SUPPLIES	.00	56.93	100.00	43.07	56.93
201-55475-00-0000	BICYCLES	.00	.00	800.00	800.00	.00
201-55490-00-0000	AMENITIES	.00	597.55	450.00 (	147.55)	132.79
201-55495-00-0000	MISCELLANEOUS SUPPLIES	.00	119.00	400.00	281.00	29.75
	SUPPLIES	.00	6,790.87	9,300.00	2,509.13	73.02
201-55501-00-0000	AUDIT	.00	1,920.00	3,000.00	1,080.00	64.00
201-55502-00-0000	ACCOUNTING SUPPORT	.00	1,745.10	300.00 (	1,445.10)	581.70
201-55503-00-0000	CREDIT CARD FEES	.00	6,786.77	7,500.00	713.23	90.49
201-55504-00-0000	INFORMATION TECHNOLOGY	.00	469.71	200.00 (	269.71)	234.85
201-55510-00-0000	CONSULTING	.00	350.00	.00 (	350.00)	.00
201-55515-00-0000	LEGAL SERVICES	475.00	475.00	500.00	25.00	95.00
201-55525-00-0000	PROPERTY/LIABILITY INSURANCE	.00	5,768.66	7,500.00	1,731.34	76.92
201-55530-00-0000	LEGAL NOTICES	.00	14.48	.00 (	14.48)	.00
201-55532-00-0000	MARKETING/PUBLICITY	.00	2,146.00	4,000.00	1,854.00	53.65
201-55535-00-0000	WEBSITE SUPPORT	.00	184.25	500.00	315.75	36.85
201-55551-00-0000	GARBAGE PICKUP	.00	1,550.13	1,800.00	249.87	86.12
201-55552-00-0000	RECYCLING	.00	319.14	500.00	180.86	63.83
201-55565-00-0000	MARINA COMMITTEE	.00	400.00	800.00	400.00	50.00
201-55567-00-0000	FESTIVAL/EVENT COSTS	.00	16,510.32	18,500.00	1,989.68	89.24
201-55570-00-0000	PERMITS & FEES	.00	219.50	200.00 (	19.50)	109.75
201-55595-00-0000	MISC SERVICES	.00	.00	100.00	100.00	.00
	SERVICES	475.00	38,859.06	45,400.00	6,540.94	85.59
201-55601-00-0000	OFFICE EQUIPMENT	.00	240.48	100.00 (	140.48)	240.48
201-55615-00-0000	GROUNDS MAINTENANCE	.00	211.50	500.00	288.50	42.30
201-55635-00-0000	WEED CONTROL SERVICES	.00	3,178.19	3,100.00 (	78.19)	102.52
201-55640-00-0000	BUILDING MAINTENANCE	.00	3,840.44	4,500.00	659.56	85.34
201-55641-00-0000	BOATHOUSE MAINTENANCE	.00	332.22	2,000.00	1,667.78	16.61
201-55647-00-0000	DOCK MAINTENANCE	.00	9,101.63	25,000.00	15,898.37	36.41
201-55675-00-0000	EQUIPMENT RENTAL	.00	.00	250.00	250.00	.00
	MAINTENANCE	.00	16,904.46	35,450.00	18,545.54	47.69

VILLAGE OF SISTER BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

MARINA FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
201-55701-00-0000 VEHICLE MAINTENANCE	.00	35.56	250.00	214.44	14.22
201-55705-00-0000 EQUIPMENT MAINTENANCE	.00	456.61	500.00	43.39	91.32
201-55710-00-0000 GAS/OIL/FLUIDS	.00	367.18	250.00	(117.18)	146.87
VEHICLES AND EQUIPMENT	.00	859.35	1,000.00	140.65	85.94
201-55930-00-0000 BANK FEES & FINANCE CHARGES	.00	30.00	50.00	20.00	60.00
201-55950-00-0000 MISC OTHER EXP	.00	.00	100.00	100.00	.00
201-55971-00-0000 DEPRECIATION EXPENSE	(1,689.20)	202,310.80	225,000.00	22,689.20	89.92
201-55986-00-0000 INTEREST ON LONG-TERM DEBT	.00	93,972.02	94,189.00	216.98	99.77
201-55992-00-0000 MARINA PILOT TRANSFER	.00	161,905.00	161,905.00	.00	100.00
MISCELLANEOUS	(1,689.20)	458,217.82	481,244.00	23,026.18	95.22
TOTAL MARINA EXP	(1,689.20)	639,905.84	727,240.00	87,334.16	87.99
TOTAL FUND EXPENDITURES	(1,689.20)	639,905.84	727,240.00	87,334.16	87.99
NET REVENUES OVER EXPENDITURES	1,689.20	(79,883.05)	(128,243.00)	(126,308.37)	(62.29)

VILLAGE OF SISTER BAY
DETAIL REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

FUND 203 - SKATE PARK FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>PUBLIC CHARGES</u>					
203-46741-00-0000	FESTIVALS/EVENTS	.00	.00	.00	.00
203-46764-00-0000	T-SHIRT SALES	.00	.00	.00	.00
203-46767-00-0000	VENDING SALES (SODA)	.00	86.16	100.00 (13.84)	86.16
	TOTAL PUBLIC CHARGES	.00	86.16	100.00 (13.84)	86.16
<u>MISCELLANEOUS REVENUES</u>					
203-48110-00-0000	INTEREST ON INVESTMENTS	.00	.55	1.00 (.45)	55.00
203-48500-00-0000	DONATIONS	.00	.00	.00	.00
203-48990-00-0000	MISC REVENUE	.00	.00	.00	.00
	TOTAL MISCELLANEOUS REVENUES	.00	.55	1.00 (.45)	55.00
	TOTAL FUND REVENUE	.00	86.71	101.00 (14.29)	85.85
<u>SKATE PARK EXP</u>					
203-55435-00-0000	VENDING SUPPLIES (SODA)	.00	.00	.00	.00
203-55470-00-0000	RECREATION EQUIP/SUPPLIES	.00	.00	.00	.00
	TOTAL SKATE PARK EXP	.00	.00	.00	.00
	TOTAL FUND EXPENDITURES	.00	.00	.00	.00
	NET REVENUES OVER EXPENDITURES	.00	86.71	101.00 (14.29)	

VILLAGE OF SISTER BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

ICE RINK FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET	
<u>PUBLIC CHARGES</u>						
205-46751-00-0000	BOARD/BANNER ADVERTISING	.00	5,056.88	.00	5,056.88	.00
205-46754-00-0000	SKATE RENTAL	.00	4,428.16	5,000.00 (	571.84)	88.56
205-46755-00-0000	SKATE SHARPENING	.00	256.12	250.00	6.12	102.45
205-46761-00-0000	BROOMBALL FEES	.00	423.93	.00	423.93	.00
205-46764-00-0000	PRODUCT SALES	.00	17.79	100.00 (	82.21)	17.79
205-46765-00-0000	CONCESSIONS	.00	3,442.31	4,000.00 (	557.69)	86.06
	TOTAL PUBLIC CHARGES	.00	13,625.19	9,350.00	4,275.19	145.72
<u>MISCELLANEOUS REVENUES</u>						
205-48110-00-0000	INTEREST INCOME	.00	19.99	2.00	17.99	999.50
205-48500-00-0000	DONATIONS	.00	1,833.32	1,000.00	833.32	183.33
205-48990-00-0000	MISC OTHER REVENUE	.00	2.35	.00	2.35	.00
	TOTAL MISCELLANEOUS REVENUES	.00	1,855.66	1,002.00	853.66	185.20
<u>OTHER FINANCING SOURCES</u>						
205-49210-00-0000	TRANSFERS FROM GENERAL FUND	.00	5,000.00	5,000.00	.00	100.00
	TOTAL OTHER FINANCING SOURCES	.00	5,000.00	5,000.00	.00	100.00
	TOTAL FUND REVENUE	.00	20,480.85	15,352.00	5,128.85	133.41

VILLAGE OF SISTER BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

ICE RINK FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
ICE RINK EXP					
205-55105-00-0000 WAGES, PART-TIME	.00	13,677.75	10,000.00	(3,677.75)	136.78
205-55105-25-0000 WAGES, ICE RINK CLERK	.00	276.00	.00	(276.00)	.00
205-55110-00-0000 OVERTIME	.00	1,258.17	2,000.00	741.83	62.91
205-55115-00-0000 RETIREMENT	.00	268.83	.00	(268.83)	.00
205-55120-00-0000 SOCIAL SECURITY	.00	1,159.03	918.00	(241.03)	126.26
205-55125-00-0000 INSURANCE, MEDICAL	.00	15.37	.00	(15.37)	.00
205-55130-00-0000 INSURANCE, DENTAL	.00	2.93	.00	(2.93)	.00
205-55135-00-0000 INSURANCE, DISABILITY	.00	2.30	.00	(2.30)	.00
205-55140-00-0000 INSURANCE, GROUP LIFE	.00	1.25	.00	(1.25)	.00
205-55145-00-0000 INSURANCE, WORK COMP	.00	471.81	680.00	208.19	69.38
205-55150-00-0000 UNEMPLOYMENT COSTS	.00	.00	500.00	500.00	.00
PERSONNEL	.00	17,133.44	14,098.00	(3,035.44)	121.53
205-55205-00-0000 RECRUIT/TESTING/PHYSICALS	.00	.00	50.00	50.00	.00
INDIRECT EMPLOYEE	.00	.00	50.00	50.00	.00
205-55401-00-0000 OFFICE SUPPLIES	.00	315.50	25.00	(290.50)	1,262.00
205-55410-00-0000 PRINTING AND COPYING	.00	.00	25.00	25.00	.00
205-55412-00-0000 DAILY WRISTBANDS	.00	132.58	.00	(132.58)	.00
205-55415-00-0000 POSTAGE	.00	675.10	10.00	(665.10)	6,751.00
205-55430-00-0000 CUSTODIAL SUPPLIES	.00	16.86	50.00	33.14	33.72
205-55434-00-0000 SUPPLIES FOR RESALE	.00	88.84	.00	(88.84)	.00
205-55435-00-0000 FOOD/BEVERAGE FOR RESALE	.00	1,185.85	1,850.00	664.15	64.10
205-55440-00-0000 MEDICAL/SAFETY SUPPLIES	.00	.00	50.00	50.00	.00
205-55460-00-0000 TOOLS/MINOR EQUIPMENT	.00	.00	100.00	100.00	.00
205-55470-00-0000 RECREATION EQUIP/SUPPLIES	.00	598.35	800.00	201.65	74.79
205-55471-00-0000 BROOMBALL EQUIP/SUPPLIES	.00	22.98	.00	(22.98)	.00
SUPPLIES	.00	3,036.06	2,910.00	(126.06)	104.33
205-55525-00-0000 PROPERTY/LIABILITY INSURANCE	.00	586.25	200.00	(386.25)	293.12
205-55530-00-0000 ADVERTISING	.00	869.50	200.00	(669.50)	434.75
205-55567-00-0000 FESTIVAL/EVENT COSTS	.00	1,930.51	.00	(1,930.51)	.00
205-55570-00-0000 PERMITS & FEES	.00	.00	5.00	5.00	.00
SERVICES	.00	3,386.26	405.00	(2,981.26)	836.11
205-55601-00-0000 OFFICE EQUIPMENT	.00	45.51	.00	(45.51)	.00
205-55640-00-0000 BUILDING (TKH)	.00	239.94	.00	(239.94)	.00
205-55647-00-0000 ICE RINK MAINTENANCE	.00	73.87	300.00	226.13	24.62
MAINTENANCE	.00	359.32	300.00	(59.32)	119.77

VILLAGE OF SISTER BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

ICE RINK FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
205-55701-00-0000 VEHICLE MAINTENANCE	.00	.00	100.00	100.00	.00
205-55710-00-0000 GAS/OIL/FLUIDS	.00	270.73	300.00	29.27	90.24
VEHICLES AND EQUIPMENT	.00	270.73	400.00	129.27	67.68
TOTAL ICE RINK EXP	.00	24,185.81	18,163.00	(6,022.81)	133.16
TOTAL FUND EXPENDITURES	.00	24,185.81	18,163.00	(6,022.81)	133.16
NET REVENUES OVER EXPENDITURES	.00	(3,704.96)	(2,811.00)	11,151.66	(131.80)

VILLAGE OF SISTER BAY
DETAIL REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

FUND 300 - DEBT SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET	
<u>TAXES</u>						
300-41110-00-0000	PROPERTY TAXES	.00	808,859.00	808,859.00	.00	100.00
300-41210-00-0000	ROOM TAXES	.00	136,597.43	127,600.00	8,997.43	107.05
	TOTAL TAXES	.00	945,456.43	936,459.00	8,997.43	100.96
<u>TRANSFERS</u>						
300-49240-00-0000	TRANSFERS FROM CIP FUND	.00	35,236.00	35,236.00	.00	100.00
	TOTAL TRANSFERS	.00	35,236.00	35,236.00	.00	100.00
	TOTAL FUND REVENUE	.00	980,692.43	971,695.00	8,997.43	100.93
<u>DEBT SERVICE PAYMENTS</u>						
300-58132-00-0000	#32 LIBRARY PRINCIPAL	.00	30,000.00	30,000.00	.00	100.00
300-58134-00-0000	#34 SPORTS COMPLEX LAND	.00	30,000.00	30,000.00	.00	100.00
300-58136-00-0000	#36 SPORTS COMPLX/FIRE STATION	.00	65,000.00	65,000.00	.00	100.00
300-58139-00-0000	#39 STATE TRUST/FIRE STATION	.00	160,000.00	160,000.00	.00	100.00
300-58147-00-0000	#47 BS STORMSEWER/WATER PRV	.00	26,400.00	26,400.00	.00	100.00
300-58150-00-0000	#50 WATERFRONT/SPORTS COMPLEX	.00	100,000.00	100,000.00	.00	100.00
300-58151-00-0000	#51 JOHNSON PROPERTY	.00	48,750.00	48,750.00	.00	100.00
300-58232-00-0000	#32 LIBRARY INTEREST	.00	4,052.50	4,052.50	.00	100.00
300-58234-00-0000	#34 SPORTS COMPLEX LAND INT	.00	8,290.00	8,290.00	.00	100.00
300-58236-00-0000	#36 SPORTS CMLPX/FIRE STA INT	.00	17,255.00	17,255.00	.00	100.00
300-58239-00-0000	#39 STATE TRUST/FIRE STA INT	.00	57,495.00	57,495.00	.00	100.00
300-58247-00-0000	#47 BAYSHORE PRV INTEREST	.00	8,512.34	8,512.35	.01	100.00
300-58250-00-0000	#50 WATERFRONT/SPRPTS COMP INT	.00	252,756.26	252,756.26	.00	100.00
300-58251-00-0000	#51 JOHNSON BOND INTEREST	.00	145,975.80	145,975.76	(.02)	100.00
	TOTAL DEBT SERVICE PAYMENTS	.00	954,486.90	954,486.89	(.01)	100.00
	TOTAL FUND EXPENDITURES	.00	954,486.90	954,486.89	(.01)	100.00
	NET REVENUES OVER EXPENDITURES	.00	26,205.53	17,208.11	8,997.42	

VILLAGE OF SISTER BAY
DETAIL REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

FUND 400 - CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET	
<u>INTERGOVERNMENTAL REVENUE</u>						
400-43680-00-0000	FEDERAL GRANTS	.00	77.00	.00	77.00	.00
400-43690-00-0000	STATE GRANTS	.00	15,000.00	.00	15,000.00	.00
	TOTAL INTERGOVERNMENTAL REVENUE	.00	15,077.00	.00	15,077.00	.00
<u>MISCELLANEOUS REVENUES</u>						
400-48110-00-0000	INTEREST ON INVESTMENTS	.00	3,614.01	10,000.00	(6,385.99)	36.14
	TOTAL MISCELLANEOUS REVENUES	.00	3,614.01	10,000.00	(6,385.99)	36.14
<u>OTHER FINANCING SOURCES</u>						
400-49210-00-0000	TRANSFERS FROM GENERAL FUND	.00	346,700.00	346,700.00	.00	100.00
	TOTAL OTHER FINANCING SOURCES	.00	346,700.00	346,700.00	.00	100.00
	TOTAL FUND REVENUE	.00	365,391.01	356,700.00	8,691.01	102.44
<u>CAPITAL PROJECT FUND EXPENSES</u>						
400-57510-00-0000	CONSULTING	.00	.00	500.00	500.00	.00
400-57995-03-0013	FIRE TRUCK RESERVE	.00	.00	25,000.00	25,000.00	.00
400-57995-04-0008	STREETS RESURFACING	.00	111,328.01	25,722.12	(85,605.89)	432.81
400-57995-04-0018	OLD FS DEMOLITION/UPGRADES	.00	32,305.05	.00	(32,305.05)	.00
400-57995-07-0046	WATERFRONT DEVELOPMENT	.00	.00	240,661.75	240,661.75	.00
400-57995-09-0056	VARIOUS PARKS PROJECTS	.00	1,272.43	12,946.89	11,674.46	9.83
400-57995-09-0057	VEHICLE REPLACEMENT	.00	.00	10,000.00	10,000.00	.00
400-57995-10-0059	PARKS EQUIPMENT	.00	758.79	495.81	(262.98)	153.04
400-57995-11-0065	ELECTION MACHINE(S)	.00	.00	(2,914.12)	(2,914.12)	.00
400-57995-12-0071	TABLET PC'S FOR MEETINGS	.00	.00	(2,283.30)	(2,283.30)	.00
400-57995-13-0075	BASEBALL FIELD IMPROVEMENTS	.00	.00	(3,442.70)	(3,442.70)	.00
400-57995-13-0076	TRACKLESS REPLACEMENT	.00	26,815.00	25,000.00	(1,815.00)	107.26
400-57995-14-0077	INFORMATION/TECHNOLOGY UPGRADE	.00	14,137.71	32,283.30	18,145.59	43.79
400-57995-14-0078	CASH RECEIPTING SOFTWARE	.00	3,700.00	3,700.00	.00	100.00
400-57995-14-0080	CANTERBURY/MAPLE ROADWAY	.00	30,352.04	.00	(30,352.04)	.00
400-57995-14-5081	BURIAL OF OVERHEAD LINES	.00	.00	50,000.00	50,000.00	.00
	TOTAL CAPITAL OUTLAYS	.00	220,669.03	417,169.75	196,500.72	52.90

VILLAGE OF SISTER BAY
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET
 FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

FUND 400 - CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
400-58992-00-0000 TRF TO MARINA FUND	.00	25,000.00	25,000.00	.00	100.00
400-58993-00-0000 TRANSFER TO DEBT SERVICE FUND	.00	35,236.00	35,236.00	.00	100.00
TOTAL MISCELLANEOUS	.00	35,236.00	35,236.00	.00	100.00
TOTAL FUND EXPENDITURES	.00	280,905.03	477,905.75	197,000.72	58.78
NET REVENUES OVER EXPENDITURES	.00	84,485.98	(121,205.75)	205,691.73	

VILLAGE OF SISTER BAY
REVENUES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

TAX INCREMENTAL DISTRICT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>INTERGOVERNMENTAL REVENUE</u>					
500-41110-00-0000	PROPERTY TAX INCREMENTS	.00	3,653.50	4,000.00 (346.50)	91.34
	TOTAL INTERGOVERNMENTAL REVENUE	.00	3,653.50	4,000.00 (346.50)	91.34
<u>INTERGOVERNMENTAL REVENUE</u>					
500-43430-00-0000	COMPUTER AIDS - TID	.00	655.00	2,000.00 (1,345.00)	32.75
	TOTAL INTERGOVERNMENTAL REVENUE	.00	655.00	2,000.00 (1,345.00)	32.75
<u>MISCELLANEOUS REVENUES</u>					
500-48152-00-0000	INTEREST ON INTERNAL LOAN #52	.00	15,586.68	15,587.00 (.32)	100.00
500-48300-00-0000	SALE OF PROPERTY & EQUIPMENT	(415,000.00)	20,750.00	.00	20,750.00
500-48500-00-0000	DONATIONS	.00	435,000.00	435,000.00	.00
500-48990-00-0000	MISC OTHER REVENUE	30,000.00	30,000.00	.00	30,000.00
	TOTAL MISCELLANEOUS REVENUES	(385,000.00)	501,336.68	450,587.00	50,749.68
<u>OTHER FINANCING SOURCES</u>					
500-49300-00-0000	DEBT PROCEEDS	.00	400,000.00	.00	400,000.00
	TOTAL OTHER FINANCING SOURCES	.00	400,000.00	.00	400,000.00
	TOTAL FUND REVENUE	(385,000.00)	905,645.18	456,587.00	449,058.18
<u>TAX INCREMENTAL DISTRICT EXP</u>					
500-56415-00-0000	POSTAGE	.00	158.47	.00 (158.47)	.00
500-56501-00-0000	AUDIT	.00	1,500.00	1,500.00	.00
500-56503-00-0000	VILLAGE ADMINISTRATION	.00	64,833.00	64,833.00	.00
500-56510-00-0000	CONSULTING	.00	3,155.25	4,900.00	1,744.75
500-56515-00-0000	LEGAL SERVICES	.00	4,614.80	500.00 (4,114.80)	922.96
500-56570-00-0000	TAX INCREMENTAL DISTRICT FEES	.00	150.00	1,150.00	1,000.00
	SERVICES	.00	74,411.52	72,883.00 (1,528.52)	102.10
500-56995-07-5046	WATERFRONT DEVELOPMENT	.00	50,446.24	650,000.00	599,553.76
500-56995-10-5064	JOHNSON PROPERTY ACQ	.00	.00	190,524.00	190,524.00
500-56995-11-5067	BAYSHORE DR RECONSTRUCTION	.00	155,211.16	.00 (155,211.16)	.00
500-56995-12-5074	PAVILION	.00	504,442.36	485,000.00 (19,442.36)	104.01
500-56995-14-5079	BSD STORMWATER	.00	187,114.20	58,661.00 (128,453.20)	318.98
500-56995-14-5081	BSD OVERHEAD LINE BURIAL	.00	3,045.22	.00 (3,045.22)	.00

VILLAGE OF SISTER BAY
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING DECEMBER 31, 2014

TAX INCREMENTAL DISTRICT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
500-56995-14-5082 BSD DOWNTOWN LIGHTING	.00	12,390.00	.00	(12,390.00)	.00
CAPITAL OUTLAYS	.00	912,649.18	1,384,185.00	471,535.82	65.93
TOTAL FUND EXPENDITURES	.00	987,060.70	1,457,068.00	470,007.30	67.74
NET REVENUES OVER EXPENDITURES	(385,000.00)	(81,415.52)	(1,000,481.00)	(20,949.12)	(8.14)

FINANCE COMMITTEE MEETING MINUTES
TUESDAY, FEBRUARY 24, 2015
(APPROVAL PENDING)

The Village of Sister Bay Finance Committee meeting of February 24, 2015, was called to order by Chairman Shane Solomon at 2:56 PM.

Present: Chairman Shane Solomon, Committee Member Pat Duffy, Village Administrator Zeke Jackson, and Finance Director Juliana Neuman.

Also Present: Trustees John Clove and Nora Zacek and Developers Al Gokey and Keith Garot accompanied by Stan Wilson.

Excused: Committee Member Dave Lienau

Approval of the Agenda

Solomon moved and Duffy seconded. Motion carried.

Comments, correspondence and concerns from the public

None

Discussion Items

1. Consider a motion to convene into Closed Session pursuant to Wisconsin State Statutes 19.85(1)(c) to discuss personnel and employee benefits and 19.85(1)(e) deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

Motion by Solomon at 2:57 PM. Roll call: Duffy – Yes Solomon – Yes.

2. Consider a motion to convene into Open Session.

Motion by Solomon at 5:30 PM. Roll call: Duffy – Yes Solomon – Yes.

3. Consider a motion to take action, if required.

Solomon moved recommend 2015 funding for a \$36,600 Marketing Director position as described in Option A (attached), using \$15,000 from the Marina budget, \$4100 from the TKH Ice Rink budget, and \$17,500 from the Capital Projects budget for Marketing. Duffy seconded the motion and all voted Aye. Duffy asked for assurance that this use of the Marina budget be for 2015 only.

Adjournment

At 5:33 PM Solomon moved and Duffy seconded that the meeting be adjourned. Motion carried.

Respectfully submitted,



Juliana Neuman
 Village Finance Director

Sister Bay & Liberty Grove Fire Board Meeting February 8, 2014

The meeting was called to order February 8, 2015 at 3:00 pm by Lou Covotsos

Roll Call: Louis Covotsos, Frank Forkert, Scott Baker, Pat Duffy, Nancy Goss

In attendance Chris Hecht, Bill Randall, Walter Kalms

A motion was made by Pat Duffy to approve the agenda, seconded by Frank Forkert. Motion passed with no discussion.

A motion was made by Louis Covotsos to approve the minutes of the previous meeting, seconded by Nancy Goss. Motion passed with no discussion.

There was no public input.

Discussion Items:

1. Chief's Report

- a. A list of call counts for 2014 was passed out. Fire calls are up, EMS calls are slightly down.
- b. The old tanker was sold. The new tanker will be delivered in 2-3 weeks.
- c. The FEMA communication grant is finished. We are now closing out the grant and there will be a third party audit.
- d. A grant for new extrication tools has been written and the SBLGFFA will pay for the amount that the tools cost over the grant amount.
- e. MABAS went live 2/2/2015
- f. CPR classes are being offered and are very popular in the community. We have done 10-12 classes. Other fire departments are asking us to train their members.
- g. The entry level officers' class finished. We had 8 people finish the class.
- h. There is an entry level firefighters' class on-going and we have 6 new members and 2 returning members in the class.
- i. There are upcoming classes in rope rescue and chain saw operations.

2. Clerk/Treasurer Report

- a. A list of calls since the last meeting was passed out.
- b. A list of checks issued since the last meeting was passed out.
- c. The 2014 budget report was passed out.
- d. There were questions about the emergency fund. It fund needs to be 15% of the current budget. The excess funds from the budget are used to keep the amount at 15%.
- e. A motion was made by Louis Covotsos to approve the treasurers' report and to use the excess in the 2014 budget to outfit the new firefighters, seconded by Nancy Goss. Motion passed with no discussion

3. Close out of 2014 budget

- a. Covered in treasurer's report.

4. Sale of Tanker 12
 - a. The tanker was sold for \$22,500
 - b. The tanker was purchased by the SBLGFFA in 1993.
 - c. If the money for the sale was given to the SBLGFFA it would be used to purchase new equipment for the fire department.
 - d. A motion was made by Louis Covotsos to give the funds for the sale of the tanker to the SBLGFFA, seconded by Nancy Goss. Motion passed with no discussion.

5. Sale of ATV Tracks
 - a. The SBLGFFA purchased 2 new ATVs; one equipped with tracks. The tracks were found to be of little value and were removed from the ATV. The tracks were sold for \$2,500.00.
 - b. A motion was made by Nancy Goss to give the funds for the sale of the tracks to the SBLGFFA, seconded by Louis Covotsos. Motion passed with no discussion.

6. Approval of intergovernmental agreement with Door County.
 - a. The FAEM grant requires the SBLGFD to retain ownership of the communication equipment for 1 year.
 - b. The agreement says that at the end of the year the equipment will switch ownership to the county
 - c. A motion was made by Louis Covotsos to accept the agreement, seconded by Pat Duffy. Motion passed with no discussion.

7. Use of north fire station.
 - a. When an engine leaves the south station one also leaves the north station.
 - b. It is in the best interest of the fire department to have the building used by the community.
 - c. We need to develop plans to allow access to the building.
 - d. A motion was made by Louis Covotsos that the fire board give a sense that the north station is available for use by the community, seconded by Scott Baker. Motion passed with no discussion.

8. MABAS graphics
 - a. The slogan "Protecting Death's Door" on the graphics may or may not be acceptable.
 - b. The fire board had no problem with the slogan.

9. Fire District
 - a. There was a plan to present 2 resolutions to the respective municipalities. One was to continue support of the fire district. The second was to establish a provisional board of directors to work out operation plans. The sense among the committee was that the resolution was premature. There was a proposal that the chiefs get together and set up the operation plans.
 - b. It is almost a certainty that the Town of Egg Harbor will not be in the district. The Village of Egg Harbor has asked to be included in the planning.
 - c. The budget for the Fire District was presented without The Village of Egg Harbor or the Town of Egg Harbor.

10. Set Date for Next Meeting

- a. March 23, 2015 8:00 AM Sister Bay Fire Station.

A motion was made by Louis Covotsos adjourn, seconded by Scott Baker. Motion passed with no discussion.

Submitted by
Bill Randall
Fire Board Clerk

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

5
6 *The February 4, 2015 meeting of the Parks, Properties and Streets Committee was called to*
7 *order by Committee Chair Dave Lienau at 2:20 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 Ice
13 Rink Manager Joe Baldarotta.

14
15 **Others:** Kathy Hoke of the Peninsula School of Art, Paige Funkhouser and Drew Bickford of the
16 SBAA.

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

19 Lienau noted that no correspondence had been received.
20

21 **Approval of minutes as published:**

22 *A motion was made by Clove, seconded by Baker that the minutes for the January 7, 2015*
23 *meeting of the Parks, Properties & Street Committee be approved as presented. Motion carried –*
24 *All ayes.*

25
26 **Approval of Agenda:**

27 *A motion was made by Clove, seconded by Baker that the Agenda for the February 4, 2015*
28 *meeting of the Parks Committee be approved as presented. Motion carried – All ayes.*
29

30 **Business Items:**

31 **Item No. 1. Discussion with personnel from the Door County Sheriff's Department**
32 **regarding the patrol schedule for 2015; Consider a motion for action if necessary:**

33 **Item No. 2. Discussion with representatives of the Peninsula Pacers regarding routing for**
34 **their bike ride; Consider a motion for action if necessary:**

35 Representatives of the Door County Sheriff's Department and the Peninsula Pacers were unable
36 to attend this meeting, and, therefore, both agenda items will be addressed at the next meeting of
37 the Committee.
38

39 **Item No. 3. Consider a motion to discuss and approve the SBAA event calendar for 2015:**

40 The SBAA's proposed event calendar for 2015 was included in the meeting packets and the
41 committee members jointly reviewed that document with Drew Bickford and Paige Funkhouser
42 of the SBAA as well as Kathy Hoke of the Peninsula School of Art. For several years now, Plein
43 Air, a family oriented event which is sponsored by the SBAA and runs for a week, has been
44 conducted in Door County during the month of July. A tented event was conducted on
45 Wednesday evening in Waterfront Park, and a day-long event was conducted in Fish Creek on
46 Saturday. A number of artists have requested that a different location be chosen for this year's
47 day-long event, and, therefore, Hoke is requesting that Village officials grant permission for the
48 waterfront to be utilized throughout the day on Saturday, July 25, 2015. A "Quick Paint", a
49 "Dockside Competition", a "Kid's Paint", a live auction and an "Open Door Celebration" tented
50 event are planned. When the Saturday event was conducted in Fish Creek there were at least

1 1,000 artists and spectators in attendance, and Hoke anticipates that there will be at least that
2 many people in Sister Bay. She also believes Waterfront Park and the Marina will be perfect
3 locations for the previously mentioned activities, and she also believes local business owners will
4 definitely benefit from the increased foot traffic, as attendees tend to “make a day of it”. Hoke
5 and her associates realize that work will be done on the Bay Shore Drive Reconstruction Project
6 and the Beach Project, and they are willing to work with Village officials on choosing acceptable
7 locations for their Plein Air activities.

8
9 Doersching noted that the SBAA will also be sponsoring is the Peninsula Century Bike Ride. She
10 firmly believes Sister Bay organizations and business owners must be given an opportunity to
11 operate booths at the rest area(s) before fund raising opportunities are opened up to organizations
12 and business owners from outside the area. Funkhouser was asked to see that that occurs.

13
14 *At 2:34 P.M. a brief recess was taken and the Committee reconvened at 2:40 P.M.*

15
16 Lienau noted that he doesn’t have any issues with the SBAA’s proposed event calendar, but does
17 believe further discussion must take place regarding the logistical issues associated with
18 “Midwest Sunsplash” and the Fall Fest wristbanding program so that “everyone is on the same
19 page”.

20
21 *A motion was made by Clove, seconded by Baker that the SBAA’s proposed event calendar for*
22 *2015 is approved as presented, on the condition that further discussion must take place between*
23 *the members of the Marketing Committee, the Village Board and the SBAA Board of Directors*
24 *regarding the logistical issues associated with “Midwest Sunsplash” and the Fall Fest*
25 *wristbanding program. Motion carried – All ayes.*

26
27 **Item No. 4. Update on activities at the TKH Ice Rink:**

28 Joe Baldarotta, the Ice Rink Manager, thanked the Committee members for allowing him to
29 return to the rink this year, and they responded that they are very pleased to have him “on board.”
30 Baldarotta also thanked the Maintenance Department workers for all their assistance and noted
31 that it is a pleasure to work with them. There were a lot of “good things” that happened at the ice
32 rink this season and broomball was a lot of fun, but a number of complaints were received about
33 the new ice rink fee structure. To Baldarotta’s knowledge no other outdoor ice rinks in Wisconsin
34 charge admission fees. Lienau noted that he can understand Baldarotta’s concerns, but also
35 believes something must be done to offset expenses at the rink. The suggestions were made that
36 more banner ads be sold, that a donation box be put out, that skate rental fees be increased, that
37 fund raisers be conducted, or, if the Committee members determine that non-residents should still
38 be charged admission fees, fencing be installed and specific gated entrances created. Jackson also
39 pointed out that more ice rink income was realized this year, and revenues vs. expenses were only
40 off by \$1,500. Compared to past years this is “phenomenal”.

41
42 Baldarotta was asked if he would like to see any improvements made at the ice rink, and he
43 responded that if at all possible the pitch of the rink slab should be reduced in the next few years
44 as there is a problem maintaining ice whenever the weather warms up. It also would help if the
45 rink were covered so that the sun couldn’t beat down on the ice.

46
47 **Item No. 5. Consider a motion to discuss placement of traffic control signage on Scandia**
48 **Road; Consider a motion for action if necessary:**

49 A diagram depicting the configuration of Scandia Road and placement of existing traffic control
50 signage was included in the meeting packets, and the Committee members jointly reviewed that
51 document. The Committee members noted that a number of logistical issues will arise if any of

1 the signage is changed now as work will be proceeding on the Line Burial and Bay Shore Drive
2 Reconstruction Projects, and, therefore, Scandia Road will be getting a lot more use.

3
4 *It was eventually the consensus that this agenda item shall be tabled until all the work on the Line
5 Burial and Bay Shore Drive Recontruction Projects has been completed.*

6
7 **Item No. 6. Report from Steve Mann on activities:**

8 Mann gave an oral report regarding the following issues:

- 9 • Jerry Knudson has indicated that he would like to return as a Mower next summer, but
10 Bob DeWitt has decided to retire.
- 11 • Aaron Bley is currently undecided as to whether he will return to work for the Village
12 next summer. He informed Mann that he will let him know what he decides soon.
- 13 • *A steel donation box with a wooden frame which looks like a dog house has been
14 fabricated by the Maintenance Department employees, and it will be placed at the Dog
15 Park as soon as weather permits. It was the consensus that either the Assistant
16 Administrator or the Village Clerk shall collect the Dog Park donations on a regular
17 basis and see that the money is deposited in the proper account.*
- 18 • Because work is being done on the Line Burial project some sidewalk snow removal
19 issues have arisen and some areas simply are not accessible.
- 20 • The decorations for the Sweetheart Skate look very nice. Some of them have already
21 been put up, and Mann plans to see that a large heart and some decorative balls are put
22 up next week.
- 23 • A number of the LED Christmas lights on the Village's Christmas decorations have
24 reached the end of their life expectancy and, therefore, new ones have been purchased.
25 The lights will be replaced before the decorations are put into storage.
- 26 • *The two large Pine trees in front of the Village Hall are overgrown and are rubbing
27 against the building. Mann suggested that the trees be removed, and, instead, flower
28 beds created in front of the Village Hall. It was the consensus that this will be an
29 acceptable course of action.*
- 30 • *Because work will be done on the Bay Shore Drive Reconstruction Project there will not
31 be as many flower beds to maintain this summer, and, therefore, Mann would like to see
32 that the berm in Hendrickson Park is refurbished. It was the consensus that this will also
33 be an acceptable course of action..*

34
35 **Item No. 7. Discussion on other parks and streets activities:**

36 D.O.T. officials have informed Jackson that they believe they will be able to keep the Sister Bay
37 Hill open throughout the winter, but they do plan to start that work sometime during the Fall.
38 Eventually detours will be in effect.

39
40 Jackson distributed financial reports, and the Committee members jointly reviewed those
41 documents. During the review process the costs of the Line Burial Project were explained.
42 Jackson also noted that as per the donors' request some improvements were made to the
43 Performance Pavilion.

44
45 *The truck which is referred to as "Little Blue" is in very bad condition and should be replaced
46 soon. The funds have been budgeted for such a purchase. Mann was instructed to start shopping
47 for a replacement truck ASAP.*

48
49 DNR officials have informed Jackson that the necessary approvals have not been issued for the
50 Beach Project Grant yet. The matter should be addressed by the Joint Finance Committee soon.

1 **Item No. 8. Discussion regarding matters to be placed on a future agenda or referred to a**
2 **committee, official or employee:**

3 *It was the consensus that the following issues shall be addressed at the next Parks Committee*
4 *Meeting:*

- 5
- 6 • **Discussion with personnel from the Door County Sheriff's Department regarding**
7 **the patrol schedule for 2015; Consider a motion for action if necessary:**
8
 - 9 • **Discussion with representatives of the Peninsula Pacers regarding routing for their**
10 **bike ride; Consider a motion for action if necessary:**
11
 - 12 • **Discussion regarding location of the "silent sports" launch area:**
13

14 *It was also the consensus that the following agenda item shall be addressed after all the work has*
15 *been finished on the Line Burial and Bay Shore Drive Reconstruction Projects:*

- 16
- 17 • **Consider a motion to discuss placement of traffic control signage on Scandia Road;**
18 **Consider a motion for action if necessary:**
19

20 **Adjournment:**

21 *A motion was made by Baker, seconded by Clove to adjourn the meeting of the Parks Committee*
22 *at 4:03 P.M. Motion carried – All ayes.*
23

24 Respectfully submitted,

25 

26 Janal Suppanz,
27 Assistant Administrator

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

5
6 *The March 4, 2015 meeting of the Parks, Properties and Streets Committee was called to order*
7 *by Committee Chair Dave Lienau at 2:17 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, and Facilities Manager Steve Mann.

13
14 **Others:** Brian Fitzgerald, Michael Fischer, Ron Myers, Ram Rohas and one other individual.

15
16 **Comments, correspondence and concerns from the public:**

17 Lienau noted that no new correspondence had been received.

18
19 **Approval of minutes as published:**

20 *A motion was made by Clove, seconded by Baker that the minutes for the February 4, 2015*
21 *meeting of the Parks, Properties & Street Committee be approved as presented. Motion carried –*
22 *All ayes.*

23
24 **Approval of Agenda:**

25 *A motion was made by Baker, seconded by Clove that the Agenda for the March 4, 2015 meeting*
26 *of the Parks Committee be approved as presented. Motion carried – All ayes.*

27
28 **Business Items:**

29 **Item No. 2. Discussion with representatives of the Peninsula Pacers regarding routing for**
30 **their bike ride; and consider a motion for action if necessary:**

31 Brian Fitzgerald of the Peninsula Pacers distributed a packet of information regarding the 2015
32 Peninsula Century Bike Ride, which is scheduled for Saturday, September 19, 2015, and the
33 Committee members jointly reviewed that documentation. The Peninsula Century Bike Ride is
34 getting larger every year and draws a number of people to the Village. Last year many positive
35 comments were heard about the ride and the Village as a whole, and all the vendors who set up
36 booths and tents in the rest area are from Sister Bay. Eight not-for-profit organizations also
37 participate. The organizers of the Peninsula Century would like to place a large tent near the
38 Performance Pavilion. That shouldn't be a problem, as by September that area of Waterfront Park
39 should again be accessible. Jackson did note that D.O.T. officials have informed him that all the
40 signage which is placed on the highway regarding bike ride routes and detours must comply with
41 D.O.T. regulations. Fitzgerald responded that he will contact the Door County Highway
42 Commissioner to confirm that his signage is compliant prior to erecting any of it. Due to the fact
43 that work will still be going on on the Bay Shore Drive Reconstruction Project, some alternate
44 parking arrangements may have to be made for ride participants. Fitzgerald will contact Jackson a
45 few weeks prior to the ride to work out any logistical issues which may arise.

46
47 *A motion was made by Baker, seconded by Clove that permission is granted for the Peninsula*
48 *Pacers to utilize Village parklands and streets for the Peninsula Century Bike Ride on September*
49 *19, 2015. The ride route which is depicted on the documentation which was reviewed at this*
50 *meeting is approved as presented. Motion carried – All ayes.*

1 **Item No. 6. Presentation by a representative of Gravity Trails regarding installation of a zip**
2 **line on Village owned property:**

3 Michael Fischer of Gravity Trails is requesting that Village officials grant permission for him to
4 operate a zip line business on Village owned property. He currently operates a small eco-friendly
5 zip line company at the Egg Harbor Fun Park and would like to open a zip line course in Sister
6 Bay in the Spring of 2016. (If the weather is wet and/or cold people do not typically want to go to
7 waterfront areas, but they do look for things to do, and Fischer believes a zip line in a wooded
8 area would fill the gap and draw a number of people to the Village.) He has discussed this issue
9 with Jackson, who encouraged him to request the necessary approvals. The preferred location for
10 the zip line is the Village owned property adjacent to the Fire Station off of Mill Road. There are
11 wetlands on that property, but DNR officials have informed Fischer that no permits will be
12 required since the zip line equipment will not have any impact on the soil in the area in question.
13 He has also examined the trees on the property, and believes a number of them are perfectly
14 suited for his needs. The course will consist of a climbing wall and four zip lines, and if
15 everything goes well construction should start in the Fall. Fischer acknowledged that some of the
16 trees on the previously mentioned property will have to be trimmed, but stressed that a concerted
17 effort will be made to see that as few trees as possible are actually removed. A temporary
18 structure will be utilized for a reception area/ticket booth but it will be removed at the end of
19 every season. Two poles would also have to be erected outside the designated wetlands, and
20 platforms will be constructed in some of the trees. Clove expressed concerns about the
21 appearance of the zip line platforms, and also noted that he does not believe construction of a zip
22 line course on the property is the best possible use of it. Doersching stated that she believes
23 further study is needed regarding the impact zip line businesses actually had in other
24 communities. She also pointed out that Lyle Bruss and Andrew Nocker had requested that the
25 land adjacent to the Fire Station be utilized for a sculpture park/walking trail as well as a “senior
26 citizen playground/exercise area”. They were informed that their requests would be addressed at
27 length in the spring. Fischer responded that he believes the zip line and the sculpture
28 park/walking trail”senior citizen playground” could actually compliment one another.
29

30 *A motion was made by Clove, seconded by Baker that Michael Fischer’s request to utilize the*
31 *Village owned property adjacent to the Fire Station off of Mill Road for installation of a zip line*
32 *course is denied. Motion carried – All ayes.*
33

34 **Item No. 7. Presentation by Ron Myers and Ram Rohas concerning creation of a mural**
35 **project in the Village; and consider a motion for action if necessary:**

36 Ram Rohas, who created the mural which is on the wall of Nelson Hardware in Baileys Harbor,
37 and his associate, Ron Myers, would like to create a mural on the wall of a building(s) in Sister
38 Bay. The preferred location would be the north wall of the Post Office, which is a public building,
39 and, therefore, this issue is being referred to the Parks Committee. Jackson noted that he did a
40 considerable amount of research regarding this issue and determined that if a mural only consists
41 of artwork, does not contain a business logo, and is non-commercial in nature it would be
42 allowed. Prior to the time that any work commences on a mural preliminary sketches would have
43 to be submitted to the Plan Commission for architectural feature review. Myers and Rohas
44 distributed examples of murals Rohas has created in other communities, and stressed that any
45 mural which is created here would be unique to the Sister Bay area. It would help considerably if
46 a local person would be willing to manage the project, as fund raising will have to be done.
47

48 The Committee members noted that they do not believe the Post Office would be an acceptable
49 location for a mural, but suggested that the north side of the Boat House be utilized as it would
50 get a huge amount of exposure. Other options might be the concession building at the Sports
51 Complex or one of the buildings at The Corner of the Past.

1 *A motion was made by Lienau, seconded by Clove that the Parks Committee grants approval for*
2 *Ron Myers and Ram Rohas to create a mural on a wall(s) of the concession stand at the Sports*
3 *Complex, on the condition that sketches of the mural(s) they would like to create on that building*
4 *must first be reviewed and approved by the Parks Committee as well as the Plan Commission.*
5 *The Parks Committee is recommending that the Marina Committee allow Myers and Rohas to*
6 *create a mural on the north wall of the Boat House. Motion carried – All ayes.*

7
8 **Item No. 1. Discussion with personnel from the Door County Sheriff's Department**
9 **regarding the patrol schedule for 2015; and consider a motion for action if necessary:**

10 Jackson has not had an opportunity to meet with personnel from the Door County Sheriff's
11 Department regarding the patrol schedule for 2015 yet.

12
13 *A motion was made by Lienau, seconded by Clove that Agenda Item No. 1 – Discussion with*
14 *personnel from the Door County Sheriff's Department regarding the patrol schedule for 2015;*
15 *and consider a motion for action if necessary, be tabled until the next meeting of the Parks*
16 *Committee. Motion carried – All ayes.*

17
18 **Item No. 3. Consider a motion to discuss and approve the SBAA event calendar for 2015:**

19 The SBAA Board of Directors has not had an opportunity to draft a formal policy regarding wrist
20 banding at Fall Fest or address the logistical issues associated with "Midwest Sunsplash" either.

21
22 *A motion was made by Lienau, seconded by Baker that Agenda Item No. 3 – Consider a motion to*
23 *discuss and approve the SBAA event calendar for 2015, be tabled until the next meeting of the*
24 *Parks Committee. Motion carried – All ayes.*

25
26 **Item No. 4. Discussion regarding an "in kind" donation from the Door County Visitor**
27 **Bureau of an electric vehicle charging station; and consider a motion for action if necessary:**

28 In May of 2014 the Door County Visitor Bureau installed two electric vehicle charging stations at
29 their Welcome Center in Sturgeon Bay. They will be purchasing ten more charging stations and
30 would like to donate them to municipalities around Door County. The terms of the donation
31 would be as follows: The purchase price of \$3,490 plus tax, one year of free network service, an
32 initial 5 year warranty and the use of the Visitor's Bureau's parking space stencil. The network
33 service includes a software package to track usage by number of sessions and by kilowatt hours
34 used. Once a charging station is donated to a municipality it becomes the property of that
35 municipality, but the municipality is responsible for any and all maintenance. Further, the
36 equipment must be installed in a location that visitors would find convenient, and it must be
37 installed no later than June 1, 2015. If a municipality chooses to extend the network service
38 beyond the first year, costs of \$100 per month would be incurred. Initially people will be allowed
39 to charge their vehicles free of charge. As per the Committee's earlier direction conduit for an
40 electric vehicle charging station has already been installed in the parking area near the
41 Performance Pavilion in Waterfront Park.

42
43 Clove expressed concerns about providing free service to users of electric vehicles, and suggested
44 that a meter be installed.

45
46 *A motion was made by Lienau, seconded by Doerschling that the Parks Committee accepts the*
47 *Door County Visitor Bureau's "in kind" donation of an electric vehicle charging station. The*
48 *charging station shall be installed in the parking area near the Performance Pavilion in*
49 *Waterfront Park in as timely a fashion as possible. Motion carried with Clove opposed.*

50
51

1 At 3:58 P.M. Doersching indicated that she had another obligation and would have to leave.
2 Therefore, she hung up.

3
4 **Item No. 5. Discussion regarding placement of a quiet craft launch area to be utilized by
5 silent sports vendors and enthusiasts in 2015; and consider a motion for action if necessary:**

6 *When work is done on the Beach Reconstruction Project the current quiet craft launch area will
7 not be accessible as it will be used as the contractor's access point. The silent sports vendors who
8 operate their business out of Waterfront Park have asked Jackson if there is an alternate location
9 for them to utilize during 2015. They are also wondering if Village officials have decided where
10 their business operations will be located once all the work is completed on the Beach Project.
11 Jackson presented a diagram depicting what the waterfront will look like once all the work is
12 completed on the Beach Project, and the Committee members jointly reviewed that document.
13 The suggestion has been made that the quiet craft launch/vendor area be moved to the back side
14 of the rock groin which will be created when work is done on the Beach Project, but a ramp will
15 be required. Other options would be to allow silent sport enthusiasts and vendors to utilize a
16 portion of the beach or the north side of "A" Dock at the Marina where the rocks slope down. If
17 a portion of the beach is utilized areas for kayak racks and a kiosk will have to be provided for,
18 which could be problematic. A number of logistical issues could also arise if the beach is utilized
19 as several individuals have already expressed interest in using that area for waterfront wedding
20 ceremonies.*

21
22 *A considerable amount of discussion took place regarding these issues, and it was eventually the
23 consensus that:*

24
25 *A. During 2015 the preferred location for the launching of quiet craft and conducting of
26 business by the silent sports vendors is the north end of Marina Park. If the silent sports
27 vendors do not believe the north end of Marina Park will work for their business
28 operations, they will be allowed to utilize the north end of the beach in 2015, but they will
29 not be allowed access to that area until such time as the sand and backstops for the rain
30 water gardens have been installed. Further, their kayak storage racks, kiosk and other
31 appurtenances must be removed from the beach on a daily basis.*

32
33 *B. Once all the work has been completed on the Beach Reconstruction Project the Parks
34 Committee will decide upon a permanent location for the launching of quiet craft and
35 conducting of business by the silent sports vendors.*

36
37 **Item No. 8. Discussion regarding operational times for "Midwest Sunsplash"; and consider
38 a motion for action if necessary:**

39 *The organizers of "Midwest Sunsplash" would like to know what type of time limits Village
40 officials intend to impose for live performances and festival activities. They are proposing that
41 the event kick off during the late afternoon/early evening hours of Friday, August 8, 2015, but
42 that all performances and festival activities end by 9:00 P.M. Ideally performances and festival
43 activities would resume at approximately 2:00 P.M. on Saturday, August 9, 2015, and would run
44 until midnight on Sunday, August 10, 2015.*

45
46 *It was the consensus that the proposed time limits for "Midwest Sunsplash" will not be an issue,
47 but that the organizers of that event must make a concerted effort to see that all adjoining
48 property owners are advised of the festival schedule and planned activities at least two months
49 prior to August 8, 2015.*

50
51

1 *A motion was made by Clove, seconded by Baker that the Parks Committee approves of the*
 2 *following time limits for “Midwest Sunsplash”:*

3
 4 *On Friday, August 8, 2015 performances and festival activities will commence sometime*
 5 *during the late afternoon/early evening hours but must cease by 9:00 P.M.; and,*
 6 *On Saturday, August 9, 2015 performances and festival activities will commence at*
 7 *2:00 P.M. but must cease by midnight on Sunday, August 10, 2015.*

8
 9 *Motion carried – All ayes.*

10
 11 **Item No. 9. Report from Steve Mann on activities:**

12 Mann gave an oral report regarding the following issues:

- 13 • Work has commenced on refinishing of the Village Hall floor.
- 14
- 15 • A few weeks ago the water lines at the Village Hall froze. The necessary repairs have
- 16 been made. It appears that the lack of grass cover and snow were contributing factors.
- 17
- 18 • The water lines at the Sports Complex also froze and burst while the broomball
- 19 tournament was going on. (It was extremely cold that weekend, and the guys who were
- 20 doing grilling left the garage door on the TKH Building open throughout the day in an
- 21 attempt to stay warm.) So far Mann knows that a 3” water line, 2 – 3/4” water lines, and 2
- 22 - 1 1/2” valves were damaged. The 3” water line actually snapped right off. That line
- 23 feeds the sprinkler system, and arrangements have been made for all the necessary repairs
- 24 to be made ASAP. The organizers of the broomball tournament were very upset that the
- 25 water line damage occurred and apologized profusely.
- 26
- 27 • All the Christmas lights and decorations have been taken down, and necessary repairs
- 28 have already been made to the decorations, which will be a big time saver in November.
- 29
- 30 • The Maintenance Department employees re-painted the interior of the Administration
- 31 Building and helped rearrange the office furniture.
- 32
- 33 • A 2011 Ford Ranger with 19,000 miles has been purchased to replace “Little Blue”. A
- 34 “For Sale/Make An Offer” sign has been placed on “Little Blue”. To date a few offers
- 35 have been received.
- 36

37 *A motion was made by Lienau, seconded by Clove that Jackson and Mann shall decide which*
 38 *offer should actually be accepted for the truck which is commonly referred to as “Little Blue”*
 39 *and see that the necessary paperwork is completed in a timely fashion. Motion carried – All ayes.*

40
 41 **Item No. 10. Discussion regarding other parks and streets activities:**

42 Jackson gave the following oral report:

- 43
- 44 • Amy Lorona would again like to conduct “Go Bo Treatment Trail” activities in Sister
- 45 Bay on June 19 and 20, 2015. A copy of a letter from Lorona was presented to all the
- 46 Committee members.
- 47

48 *A motion was made by Clove, seconded by Lienau that the Parks Committee grants permission*
 49 *for Village parklands and streets to be utilized on June 19 and 20, 2015 for the “Go Bo*
 50 *Treatment Trail” activities which are described in the letter from Amy Lorona which was*

1 reviewed at this meeting. Motion carried – All ayes.
2

- 3 • AAA will be publishing a full-page article in their magazine regarding the yoga classes
4 Alissa Jacobson conducted in Waterfront Park. The “in-kind” value of that article is
5 \$86,900!!! Jacobson has asked if it will be possible for her to return to Waterfront Park
6 in 2015.
7

8 A motion was made by Lienau, seconded by Baker that permission is granted for Alissa Jacobson
9 to again conduct her yoga classes in Waterfront Park during 2015. The same terms of use and fee
10 schedule which were imposed last year will be enforced. Motion carried – All ayes.
11

- 12 • Work is proceeding on the line burial project.
13
- 14 • A pre-construction meeting was conducted regarding the Beach Reconstruction Project.
15
- 16 • He has discussed the grant for the Beach Project with Joel Kitchens as well as a member
17 of the Joint Finance Committee and is hopeful that the funding will be released soon. It is
18 also possible that additional grant funds may be awarded for the Marina Restroom
19 Project.
20

21 **Item No. 11. Discussion regarding matters to be placed on a future agenda or referred to a**
22 **committee, official or employee:**

23 *It was the consensus that the following issues shall be addressed at the next meeting of the Parks,*
24 *Properties and Streets Committee:*
25

- 26 • *Discussion with personnel from the Door County Sheriff’s Department regarding the*
27 *patrol schedule for 2015; and consider a motion for action if necessary.*
28
- 29 • *Consider a motion to discuss and approve the SBAA event calendar for 2015.*
30

31 *It was also the consensus that placement of a quiet craft launch area to be utilized by silent*
32 *sports vendors and enthusiasts shall be addressed as soon as all the work is completed on the*
33 *Beach Reconstruction Project.*
34

35 *Further, the following issue shall be referred to the Marina Committee:*
36

- 37 • **Presentation by Ron Myers and Ram Rohas concerning creation of a mural project**
38 **in the Village; and consider a motion for action if necessary**
39

40 **Adjournment:**

41 *A motion was made by Clove, seconded by Baker to adjourn the meeting of the Parks Committee*
42 *at 4:29 P.M. Motion carried – All ayes.*
43

44 Respectfully submitted,

45 

46 Janal Suppanz,
47 Assistant Administrator

1 **PERSONNEL COMMITTEE MEETING MINUTES**
2 **FRIDAY, MARCH 20, 2015**
3 **(APPROVAL PENDING)**
4

5 The Village of Sister Bay Personnel Committee meeting was called to order at 2:07 PM by Chairman
6 Pat Duffy.
7

8 **Present:** Chairman Pat Duffy and Committee Member Nora Zacek, Village Administrator Zeke
9 Jackson and Finance Director Juliana Neuman.
10

11 **Approval of Agenda**

12 Duffy moved and Zacek seconded approval of the agenda as published. All voted Aye.
13

14 **Comments and Correspondence**

15 None
16

17 **New Business Items**

18 **1. Discussion on Position Announcement and Job Description for new Finance Director.**

19 In answer to a question about dates, Neuman reported that she will be on leave between May 18
20 and June 24, with an official retirement date of June 30. The start date for her replacement could be
21 as early as mid-May if there is a viable candidate available by then.
22

23 The Committee reviewed the draft Position Announcement and approved it with some minor
24 changes, including removal of salary information, a start date and an application deadline. A
25 phrase promising initial confidentiality was added and the benefits information was revised to read
26 “Generous Benefits: Health, Dental, Retirement, PTO and Relocation Assistance.” The Position
27 Announcement will be posted ASAP on the League of Municipalities and the Wisconsin Towns
28 Association websites as well as with industry-specific sites such the Wisconsin Government Finance
29 Officers Association (WGFOA). Mike Konecny has offered to post it on Career Builder at Schenck
30 SC’s reduced rate. Jackson mentioned that he has already received two inquiries.
31

32 Zacek asked whether hiring an accounting firm would be another option. Jackson replied that it
33 would be more expensive and would impede immediate availability of reports. Neuman added that
34 an accounting firm would probably have to send two staffers—one to help with detailed data entry
35 questions and a higher level person to review it all and prepare reports. Not having someone
36 knowledgeable on a daily basis would be problematic.
37

38 Duffy expressed satisfaction with the level of detail in the job description and asked whether
39 Neuman could assign percentage estimates of time spent on each of the major duties described, for
40 the purpose of discussion with candidates. Jackson noted that the job has been primarily that of
41 Comptroller over all the financial operations of the municipality.
42

43 As to level of education and experience, Duffy said that while a bachelor’s degree with coursework
44 in accounting is desirable, it is important to state that an equivalent combination of knowledge and
45 abilities will be considered.
46

47 Duffy also suggested that the job posting should list the metro area as Green Bay, not Sister Bay, so
48 as to be seen by a larger number of job seekers.

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

4 *Motion by Duffy; second by Zacek. Duffy – Yes Zacek – Yes*

5
6 **3. Consider a motion to reconvene into Open Session.**

7 *Motion by Duffy; second by Zacek. Duffy – Yes Zacek – Yes*

8
9 **4. Consider a motion to take action, if required.**

10 *None*

11
12 **5. Consider a motion to reconvene into Executive Session pursuant to Wisconsin State Statutes,**
13 **Section 19.85(1)(c) to discuss personnel and employee benefits.**

14 *Motion by Duffy; second by Zacek. Duffy – Yes Zacek – Yes*

15
16 **6. Consider a motion to reconvene into Open Session.**

17 *Motion by Duffy; second by Zacek. Duffy – Yes Zacek – Yes*

18
19 **7. Consider a motion to take action, if required.**

20 *None*

21
22 **8. Matters to be placed on a future agenda or referred to a Committee, official or employee.**

23 --Jackson is researching regulations on defined benefit vs. defined compensation plans.

24 --Research toward a policy on dependent coverage, after discussion with the Village attorney.

25 --Development of a policy on coverage for Medicare-eligible employees and spouses.

26 --Duffy suggested using the "Shop" feature on the Health Care Marketplace to see quotes for our
27 employee group.

28
29 **Adjournment**

30 At 4:15 PM Duffy moved and Zacek seconded that the meeting be adjourned. All agreed.

31
32 Respectfully Submitted,



33
34 Juliana Neuman
35 Finance Director

36
37 \\sbs01.local.sisterbay.com\users\rlkufirin\files\active\agendas\others\personnel\2015\2015_03\032015 personnel
38 minutes - unapproved version.docx Created: 10/26/2011 12:59 PM Printed: 3/27/2015 9:56 AM Author: Juliana
39 Neuman Last Saved By: Juliana Neuman

1 PLAN COMMISSION MEETING MINUTES
2 TUESDAY, FEBRUARY 24, 2015
3 Sister Bay-Liberty Grove Fire Station – 2258 Mill Road
4 (APPROVAL PENDING)
5

6 The February 24, 2015 meeting of the Village of Sister Bay Plan Commission was called to order by
7 Acting Chair Shane Solomon at 5:32 P.M. (Dave Lienau, the Chair of the Plan Commission, was
8 unable to attend this meeting, and asked Solomon to assume his duties.)
9

10 **Present:** Acting Chair Solomon, and members Scott Baker, Nate Bell, Marge Grutzmacher, and Don
11 Howard.

12
13 **Excused:** Dave Lienau and Eric Lundquist
14

15 **Others:** Tom Wood, Joe Goldberg, Tim Halbrook, John Clove, and two other individuals.
16

17 **Staff Members:** Village Administrator Zeke Jackson
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

22 Jackson read an e-mail which had been received from Jerry Zaug, the owner of the Country House
23 Resort aloud. In his e-mail Zaug indicates that he has heard that a developer intends to build up to 36
24 luxury apartments on “The Old Ball Field Property”. He owns all the land between the proposed
25 development and the bay, and is concerned that residents at the apartment complex will walk down N.
26 Highland Road, continue through the parking lot at The Country House Resort and travel down the
27 paved path which leads to the water. This is private property and is only intended for use by guests at
28 the Country House Resort. Jackson discussed this issue with Calvin Aiken of Premier Real Estate, and
29 Mr. Aiken assured him that he has no intention of marketing his development as being a “waterfront
30 destination”.
31

32 **Approval of the agenda:**

33 *A motion was made by Solomon, seconded by Baker that the Agenda for the February 24, 2015*
34 *meeting of the Plan Commission be approved as presented. Motion carried – All ayes.*
35

36 **Approval of minutes as published:**

37 **As to the minutes for the December 29, 2014 meeting of the Plan Commission:**

38 *A motion was made by Solomon, seconded by Baker that the minutes for the December 29, 2014*
39 *meeting of the Plan Commission be approved as presented. Motion carried – All ayes.*
40

41 **Business Items:**

42 **Item No. 1. Public Hearing regarding amendment of the Zoning Map for the Village of Sister**
43 **Bay as it relates to Parcel No. 181-00-05312833D, consisting of approximately 1.78 acres of land**
44 **on N. Highland Road, by rezoning that parcel from R-4 to R-2; and consider a motion for**
45 **action:**

46 *At 5:39 P.M Solomon called the public hearing regarding amendment of the Zoning Map for the*
47 *Village of Sister Bay as it relates to Parcel No. 181-00-05312833D, consisting of approximately 1.78*
48 *acres of land on N. Highland Road, by rezoning that parcel from R-4 to R-2 to order and asked if*
49 *anyone wished to comment regarding the proposed amendment. No one responded, and, therefore,*
50 *Solomon declared that the hearing was officially closed at 5:42 P.M.*
51

1 The Village had previously committed to swap a portion of the property which is commonly referred
 2 to as “The Old Ball Field Property”, which is currently zoned R-4, with Mike Johnson. Over the
 3 course of approximately one and a half years three attempts were made to work with Mr. Johnson to
 4 facilitate the swap, but he still has not completed the required actions. Therefore, the Finance
 5 Committee decided to consider a second offer on the parcel which was submitted by Premier Real
 6 Estate. The land immediately to the north is already zoned R-2, and Premier Real Estate does plan to
 7 develop both lots. Given the fact that the land to the south is zoned B-1 - General Business, it would
 8 be appropriate to change the zoning for Parcel No. 181-00-05312833D to R-2.

9
 10 *A motion was made by Baker, seconded by Bell that the Plan Commission recommends that the*
 11 *Zoning Map for the Village of Sister Bay be amended in such fashion that the zoning for Parcel No.*
 12 *181-00-05312833D, consisting of approximately 1.78 acres of land on N. Highland Road, is changed*
 13 *from R-4 to R-2. Motion carried – All ayes.*

14
 15 **Item No. 2. Consider a motion to approve a Certified Survey Map for the land which is**
 16 **commonly referred to as “The Old Ball Field Property”:**

17 The Village has sought to dispose of properties which were not identified as being “core” to the
 18 recreation, leisure, and tourism promotion facets of Village public policy in the Comprehensive
 19 Outdoor Recreation Plan. An Offer to Purchase the property which is commonly referred to as “The
 20 Old Ballfield Property” was submitted by Premier Real Estate, and that offer has been accepted. The
 21 owners of Premier Real Estate would like to construct thirty-six luxury multi-family units on the land.
 22 A CSM which combines Parcel No. 181-00-05312833D and 181-00-05312833D2 was included in the
 23 meeting packets and the Commission members jointly reviewed that document. The CSM does
 24 provide for a utility maintenance easement for the water tower and an easement for a 30’ sanitary
 25 sewer and water main which will be dedicated to the Village, as well as a utility easement which was
 26 granted to the Johnson family a number of years ago.

27
 28 *A motion was made by Baker, seconded by Bell that the Plan Commission recommends that the*
 29 *Certified Survey Map for the land which is commonly referred to as “The Old Ball Field Property”*
 30 *which was reviewed at this meeting be approved as presented. Motion carried – All ayes.*

31
 32 **Item No. 3. Consider a motion to approve the Architectural Plans, Site Plan, Storm Water**
 33 **Management Plan, Traffic Control Plan, Landscaping Plan, Signage Plan and Lighting Plan for**
 34 **the development Premier Real Estate would like to construct on the property which is commonly**
 35 **referred to as “The Old Ball Field Property”:**

36 Architectural Plans, a Site Plan, a Storm Water Management Plan, a Traffic Control Plan, a
 37 Landscaping Plan, a Signage Plan, and a Lighting Plan for the development Premier Real Estate would
 38 like to construct on the property which is commonly referred to as “The Old Ball Field Property” were
 39 presented by representatives of Premier Real Estate. All 36 units within the development, which will
 40 consist of three buildings with 12 units each, will contain two bedrooms and two baths, and a Manager
 41 will be on site. There will be a minimum of two parking stalls per unit and all the buildings will
 42 contain sprinkler systems. A combination of shake siding and vinyl siding as well as Door County
 43 stone will be utilized on the exterior of the buildings, and earth tones will be utilized. Samples of the
 44 preferred type of siding and stone were presented, and the Commission members indicated that they
 45 like all of those materials. There is bedrock on the site, and a detention area which complies with DNR
 46 regulations which is aesthetically pleasing will be created on the north end of the property. The
 47 Utilities Manager, Steve Jacobson, has already reviewed the Sewer and Water Plans, and the Fire
 48 Chief, Chris Hecht, has also been consulted regarding placement of fire hydrants and preferred turning
 49 radiuses. All the suggestions which were made by Jacobson and Hecht have been incorporated into the
 50 plans. No phasing will be done, and all the propane tanks will be buried. There is a separate
 51 Landscaping Plan for each of the buildings, and nearly all the existing trees will remain. A few new
 52 shade trees will also be planted. Wall pack lighting will be utilized on the buildings and no pole lights

1 will be installed, so there shouldn't be any light pollution issues. The proposed sign is a poly material
 2 which looks like wood grain and will match the color scheme of the buildings. Jackson noted that the
 3 height of the sign for the development cannot exceed 6'. He also noted that the square footage of the
 4 sign itself cannot exceed 24 square feet. Further, the Village's engineers must confirm that they
 5 approve of the Site Plan and the Storm Water Management Plan, and must also confirm that wall pack
 6 lighting will provide a sufficient amount of light.

7
 8 *A motion was made by Solomon, seconded by Howard that the Architectural Plans and siding*
 9 *materials for the development Premier Real Estate would like to construct on the property which is*
 10 *commonly referred to as "The Old Ball Field Property" which were reviewed at this meeting are*
 11 *approved as presented. Motion carried – All ayes.*

12
 13 *A motion was made by Solomon, seconded by Baker that the Site Plan, Storm Water Management*
 14 *Plan, Traffic Control Plan, Landscaping Plan, Signage Plan and Lighting Plan for the development*
 15 *Premier Real Estate would like to construct on the property which is commonly referred to as "The*
 16 *Old Ball Field Property" are approved as presented on the condition that the Village's engineers must*
 17 *confirm that they don't have any issues with the Site Plan, the Storm Water Management Plan, the*
 18 *Traffic Control Plan, the Landscaping Plan and the Lighting Plan. Further, the Village Administrator*
 19 *must confirm that the signage which will be erected is compliant with the provisions of the Village's*
 20 *Sign Code. Motion carried – All ayes.*

21
 22 *At 6:09 P.M. a brief recess was taken and the Plan Commission reconvened at 6:11 P.M.*

23
 24 **Item No. 4. Consider a motion to approve a Development Agreement for the property which is**
 25 **commonly referred to as "The Old Ball Field Property":**

26 A draft of a Development Agreement between the Village of Sister Bay and Premier Real Estate was
 27 included in the meeting packets and the Commission members jointly reviewed that document. (The
 28 legal name of Premier Real Estate is "Premier Niagara Ridge, LLC", and it is a Wisconsin limited
 29 liability company.) The Village Attorney, Randy Nesbitt, has reviewed the agreement and didn't
 30 identify any issues with it. There are a few blanks which must be filled in, and the previously
 31 mentioned conditions must be satisfied prior to the time that the agreement is actually executed. Joe
 32 Goldberg, one of the Premier Real Estate representatives who was in attendance, indicated that he and
 33 his associates don't have any issues with conditional approval of the Development Agreement.

34
 35 *A motion was made by Baker, seconded by Howard, that the Plan Commission recommends that the*
 36 *Development Agreement between the Village of Sister Bay and Premier Real Estate, d/b/a "Premier*
 37 *Niagara Ridge, LLC", be approved on the condition that the Village's engineers must confirm that*
 38 *they don't have any issues with the Site Plan, the Storm Water Management Plan, the Traffic Control*
 39 *Plan, the Landscaping Plan and the Lighting Plan which were reviewed at this meeting. Motion*
 40 *carried – All ayes.*

41
 42 **Item No. 5. Consider a motion to approve the Development Agreement which was submitted by**
 43 **Stony Ridge Development:**

44 **Item No. 6. Consider a motion to approve Signage Design and Site Plans for the Country Walk**
 45 **Shops:**

46 *A motion was made by Solomon, seconded by Baker that Agenda Item No. 5 - Consider a motion to*
 47 *approve the Development Agreement which was submitted by Stony Ridge Development; and Agenda*
 48 *Item No. 6. Consider a motion to approve Signage Design and Site Plans for the Country Walk Shops,*
 49 *shall be tabled until the March meeting of the Plan Commission. Motion carried – All ayes.*

50
 51
 52

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

3 Jackson gave the following oral report:
4

- 5 • Relaxed signage regulations will be in effect during the time that work is done on the Line
6 Burial and Bay Shore Drive Reconstruction Projects. Therefore, businesses will be allowed to
7 put out a wide array of signage to let people know that they are open for business.
- 8 • Hopefully all the issues with the Stony Ridge Development will be resolved soon.
- 9 • There is potential for a new development to occur on the Braun property. Plans should be
10 submitted soon.

11
12 **Item No. 8. Discussion regarding matters to be placed on a future agenda or referred to a**
13 **committee, Village official or employee:**

14 *It was the consensus that the following agenda items shall be addressed at the March meeting of the*
15 *Plan Commission:*
16

- 17 **A. Consider a motion to approve the Development Agreement which was submitted by**
18 **Stony Ridge Development:**
- 19 **B. Consider a motion to approve Signage Design and Site Plans for the Country Walk**
20 **Shops:**

21
22 **Adjournment:**

23 *A motion was made by Howard, seconded by Solomon to adjourn the meeting of the Plan Commission*
24 *at 6:25 P.M. Motion carried – All ayes.*
25

26 Respectfully submitted,

27 

28 Janal Suppanz,
29 Administrative Assistant

1 PLAN COMMISSION MEETING MINUTES
2 TUESDAY, MARCH 24, 2015
3 Sister Bay-Liberty Grove Fire Station – 2258 Mill Road
4 (APPROVAL PENDING)
5

6 The March 24, 2015 meeting of the Plan Commission was called to order by Chairperson Dave
7 Lienau at 5:36 P.M.

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

11
12 **Excused:** Eric Lundquist and Shane Solomon

13
14 **Others:** Stan Wilson, Keith Garot, Mark Kunstman, John Ostran and Gary Dooley.

15
16 **Staff Members:** Village Administrator Zeke Jackson, and Assistant Administrator Janal Suppanz.

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

19 Jackson noted that the property the Old School was located on has been sold to a developer,
20 and a number of people have called the Village Office to complain that the school was being
21 demolished. The developer did offer the building to the Sister Bay Historical Society, and also
22 offered to pay for a portion of the moving costs, but unfortunately those costs were just one part
23 of the equation. The building was in such a sad state that it probably could have been
24 condemned; it contained asbestos, the roof leaked, and it would have cost hundreds of
25 thousands of dollars to renovate it. There was talk about selling the Old School property for ten
26 years, but no one from the public actually stepped forward to offer to save the building. A
27 number of the building materials will be repurposed.

28
29 Lienau asked if anyone wished to comment regarding a non-agenda item. No one responded.
30 He also noted that no new correspondence had been received.

31
32 **Approval of the agenda:**

33 *A motion was made by Grutzmacher, seconded by Baker that the Agenda for the March 24,*
34 *2015 meeting of the Plan Commission be approved as presented. Motion carried – All ayes.*

35
36 **Approval of minutes as published:**

37 **As to the minutes for the February 24, 2015 meeting of the Plan Commission:**

38 *Grutzmacher indicated that she was not in attendance at the February 24, 2015 meeting and*
39 *was excused.*

40
41 *Lienau noted that the minutes should be amended in such fashion that the sentence which*
42 *begins on Page 1 – Line 20 reads, “Solomon” asked if anyone wished to comment regarding a*
43 *non-agenda item.*

44
45 *A motion was made by Baker, seconded by Howard that the minutes for the February 24, 2015*
46 *meeting of the Plan Commission be approved as amended. Motion carried – All ayes.*
47
48
49
50

Business Items:**Item No. 1. Discussion regarding the Development Agreement with Stony Ridge Development, LLC; and consider a motion to approve that document and forward it to the Village Board:**

A site plan for the Stony Ridge Expansion Project was presented by Stan Wilson and Keith Garot, and they explained the various components of that plan. The Stony Ridge Expansion Project will consist of multi-family and single family housing units, condominiums, and storage units, and the proposed improvements will have a total assessed value of approximately \$5,075.00. Construction will occur in phases. In order for the expansion project to come to fruition certain infrastructure improvements will be required, and Garot has asked the Village to loan him \$530,000 to cover those expenses. The infrastructure improvements will be dedicated to the Village. Garot has also arranged financing through the Bank of Luxemburg.

Jackson noted that a draft of a proposed Development Agreement for the Stony Ridge Expansion Project was included in the meeting packets, and the Commission members jointly reviewed that document.

A motion was made by Lienau, seconded by Baker that the Plan Commission approves the Development Agreement with Stony Ridge Development, LLC which was reviewed at this meeting, on the condition that dates and applicable text must be inserted in all the highlighted areas on that document, and recommends that the Village Board approve the revised Development Agreement. Motion carried – All ayes.

Item No. 2. Discussion regarding signage design and site plans for the Country Walk Shops; and consider a motion to approve those plans and forward appropriate elements to the Parks Committee for further action:

Jackson presented signage design plans for the Country Walk Shops as well as a diagram depicting the proposed locations for those signs. There are no issues with locating the proposed signage on Site 1, Site 2 and Site 3, but Site 4 is actually Village owned property. Therefore, Plan Commission and Parks, Properties and Streets Committee approval will be required.

A motion was made by Grutzmacher, seconded by Baker that the Plan Commission approves the signage design plans for the Country Walk Shops as well as the diagram depicting the location of those signs which were reviewed at this meeting, on the condition that the Village's Parks, Properties and Streets Committee must grant approval for Site 4 to be utilized. Motion carried – All ayes.

Item No. 3. Report by the Zoning Administrator regarding development activities, various enforcement actions, and issuance of Sign and Zoning Permits:

Jackson gave the following oral report:

- *Several years ago the Plan Commission authorized Bob Kufrin, who was the Village Administrator, and Denise Bhirido, who was the Chair of the Plan Commission, to approve all Sign Permit Applications on the condition that any signs which could be deemed to be non-compliant or of a questionable nature must still be presented to the Commission for review. It was the consensus that Jackson and Lienau shall continue to follow this practice.*
- The management of Premier Real Estate is moving forward with their development plans.
- It appears that the Birchwood Lodge Pool House will be constructed in the near future.
- Work is steadily progressing on the Line Burial Project as well as the Beach Reconstruction Project.

- Hopefully the grant funds for the Beach Reconstruction Project will be released in the near future. Several citizens have sent letters of support to the Joint Finance Committee.

Item No. 4. Discussion regarding matters to be placed on a future agenda or referred to a committee, Village official or employee:

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

Adjournment:

A motion was made by Howard, seconded by Grutzmacher to adjourn the meeting of the Plan Commission at 6:35 P.M. Motion carried – All ayes.

Respectfully submitted,



Janal Suppanz,
Assistant Administrator

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47

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

6
7 *The February 5, 2015 meeting of the Sister Bay Advancement Association Board of Directors was*
8 *called to order by President Drew Bickford at 8:01 A.M.*
9

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

12
13 **Staff Members:** Paige Funkhouser, SBAA Coordinator.

14
15 **Excused:** James Larsen

16
17 **Others:** Michael Fischer, Regina Hatch, Zeke Jackson, and Pita Katobalavu

18
19 **Business Items:**

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

21 *A motion was made by Hitzeman, seconded by Zacek, that the Agenda for the February 5, 2015*
22 *meeting of the SBAA Board of Directors be approved as presented. Motion carried – All ayes.*
23

24 **Item No. 2. Approval of the minutes for the January 8, 2015 meeting of the SBAA Board of**
25 **Directors:**

26 *A motion was made by Kane, seconded by Gomoll that the minutes for the January 8, 2015*
27 *meeting of the SBAA Board of Directors be approved as presented. Motion carried – All ayes.*
28

29 **Item No. 3. Presentation by Michael Fischer of Gravity Trails:**

30 Michael Fischer of Gravity Trails is requesting that the SBAA support a request he will be
31 making to the Plan Commission and the Parks, Properties and Streets Committee in the near
32 future. He currently operates a small eco-friendly zip line company at the Egg Harbor Fun Park
33 and would like to open a zip line course in Sister Bay in the Spring of 2016. (If the weather is wet
34 and/or cold people do not typically want to go to waterfront areas, but they do look for things to
35 do, and Fischer believes a zip line would fill the gap and draw a number of people to the Village.)
36 He has discussed this issue with Zeke Jackson, the Village Administrator, and Jackson
37 encouraged him to request the necessary approvals. The preferred location for the zip line is the
38 Village owned property adjacent to the Fire Station off of Mill Road. There are wetlands on that
39 property, but DNR officials have informed Fischer that no permits will be required since the zip
40 line equipment will not have any impact on the soil in the area in question. He has also examined
41 the trees on the property, and believes a number of them are perfectly suited for his needs. The
42 course will consist of a climbing wall and four zip lines, and if everything goes well construction
43 should start in the Fall. Fischer acknowledged that some of the trees on the previously mentioned
44 property will have to be trimmed, but stressed that a concerted effort will be made to see that as
45 few trees as possible are actually removed.

46
47 The Board members thanked Fischer for taking the time to attend this meeting, and requested that
48 he let Funkhouser know when he will be meeting with Village officials to discuss the possibility
49 of bringing his zipline business to the Village.
50

1 **Item No. 4. Presentation regarding “Midwest Sunsplash”:**

2 The Village Board has allocated funds for some sort of special event(s) to be conducted in Sister
3 Bay during 2015. The Festival of the Arts will be conducted in the Village on August 8, 2015,
4 and the Village’s Marketing Committee has recommended that “Midwest Sunsplash”, a diverse
5 music festival, be brought to the Village on that same weekend. Ideally the Performance Pavilion
6 and the surrounding parkland will be utilized for that event, but that may not be possible because
7 work will have commenced on the Beach Project and the Highway Reconstruction Project, and a
8 number of safety and logistical issues could arise. The suggestion has been made that the Dog
9 Park and/or the Sports Complex be chosen as alternate locations.

10
11 Pita Katobalavu, the founder of *Unity*, presented a brochure regarding “Midwest Sunsplash”. That
12 event has been going on since 2012 in cities throughout the Fox Valley, and sponsorships are
13 solicited for it by Katobalavu and his associates. Admission fees are charged and color coded
14 wristbands utilized. Celtic dancers as well as a diverse variety of musicians would perform
15 during “Midwest Sunsplash”, and the event would kick off on Friday night and conclude at
16 midnight on Saturday. In order to maintain order it may be necessary for temporary fencing to be
17 installed on the festival grounds. The suggestion has been made that people be allowed to camp
18 at the Sports Complex for a fee. Food and drink tickets would be utilized and vendors are on site in
19 individual booths or tents, but they must pay entry fees. A concerted effort will be made to see
20 that the vendors do not offer the same products as other businesses in the Village.

21
22 The Board members thanked Katobalayu for taking the time to attend this meeting and indicated
23 that they look forward to hearing more about “Midwest Sunsplash” in the future.

24
25 **Item No. 5. Financial Report:**

26 Financial reports for November, December and January were included in the meeting packets and
27 the Board members jointly reviewed all of those documents.

28
29 *A motion was made by Gajda, seconded by Hitzeman that the Financial Reports for November,*
30 *2014, December, 2014 and January, 2015 which were reviewed at this meeting are all approved*
31 *as presented. Motion carried – All ayes.*

32
33 **Item No. 6. Coordinator’s Report:**

34 Funkhouser’s Coordinator’s Report was included in the meeting packets and the Board members
35 jointly reviewed that document. During the review process Funkhouser pointed out the following
36 items:

- 37
38
- 39 • She is still working on recruiting SBAA members to help cover expenses related to the
40 UW Stout Career Fair, which will be conducted on March 4, 2015. So far twelve
41 businesses have committed.
 - 42 • One issue which must be addressed with regard to “Midwest Sunsplash” is how ticket
43 sales will be handled. Funkhouser has discussed the possibility of the Door County
44 Auditorium becoming the ticketing agent for the event, but Cari Lewis informed her that
45 will not be possible this year. Funkhouser and Lewis did briefly discuss the possibility of
46 doing joint bookings of acts to perform at the Performance Pavilion. More information
47 will be provided regarding that issue as soon as it is available.
 - 48
 - 49 • Room tax collections for November are up.
- 50
51

- 1 • Membership renewals are still coming in.
2
3 • *Funkhouser has been informed that because of the construction schedules neither the*
4 *Performance Pavilion nor the gazebo will be accessible until the beginning of August.*
5 *The Village does have some risers that are used for Marina Fest, but they will not work*
6 *well. The suggestion was made that until the Pavilion is accessible movies be shown in*
7 *the Village Hall, and it was the consensus that this is a good idea. Funkhouser will*
8 *discuss logistical issues with Chris Opper and report her findings at the next Board*
9 *Meeting.*

10
11 **Item No. 7. Personnel Committee Report:**

12 Gajda and Bickford indicated that they have not had an opportunity to meet yet.
13

14 **Item No. 8. Discussion regarding moving of the Visitor Center:**

15 D.O.T. officials have informed Jackson that the current Visitor Center can remain open while
16 work is being done on the Bay Shore Drive Reconstruction Project, but it will be a “nightmare” to
17 get to, especially during July and August when work is being done on “the hill”. The suggestion
18 was made that the SBAA Office be utilized as a temporary Visitor Center, but there are pros and
19 cons associated with taking that measure. If the office is utilized as a Visitor Center it would be
20 easy for visitors to get to, but it could also be very disruptive to the Coordinator’s work schedule
21 unless some type of temporary wall is installed. It would also be very difficult to conduct any
22 meetings in the SBAA Office if Visitors are coming in and out. Other options would be to rent a
23 vacant privately owned building or conduct meetings at the Fire Station.
24

25 *Funkhouser was asked to see if the owners of the building which currently houses the SBAA*
26 *Office have any objections to some minor remodeling being done. If they don’t have any*
27 *objections, she will investigate the remodeling options which are available and report her*
28 *findings at the next Board Meeting. She will also contact the owners of some vacant privately*
29 *owned buildings in Sister Bay to see what type of rent they would expect.*
30

31 **Item No. 8. Update on the Bay Shore Drive Reconstruction Project:**

32 The Bay Shore Drive Oversight Committee will be meeting on Thursday, February 12, 2015. At
33 that meeting street lighting will be discussed.
34

35 D.O.T. officials have informed Jackson that detours will be in effect while work is done on the
36 Bay Shore Drive Reconstruction Project. The following tentative schedule will be adhered to:
37

- 38 • During July and August “the hill” will be worked on, and that area will be closed.
39 The southbound detour route will be: Highway 57 to Country Walk Drive/Country Walk
40 Drive to Highway 42. Persons wishing to proceed northbound from Highway 57 will still
41 be allowed to turn right onto Highway 42 and two-way traffic will be allowed downtown.
42 • During September and October storm sewer improvements will be made in front of On
43 Deck and roadwork will be done “downtown”. Right after Labor Day one lane of the
44 highway will be open from noon on Monday through noon on Friday, but two way traffic
45 will be allowed on the weekends.
46 • On Pumpkin Patch and Fall Fest weekends construction will come to a halt, temporary
47 asphalt will be utilized, and two way traffic will again be allowed.
48 • Right after Fall Fest roadwork will resume and the “official” northbound detour route
49 will be: Highway 57 to Old Stage Road/Old Stage Road to Highway 42. If this occurs
50 downtown Sister Bay will be avoided in its entirety which obviously is very problematic,

1 and, therefore, Jackson has requested that D.O.T. officials consider making the “official”
2 detour route, Maple to Woodcrest/Woodcrest to Scandia/Scandia to Highway 42. Jackson
3 indicated that he will keep Funkhouser advised of the status of this issue.
4

5 **Item No. 9. Discussion regarding the draft Operating Agreement between the Village of**
6 **Sister Bay and the Sister Bay Advancement Association:**

7 The Village’s Marketing Committee has been asked to see that an Operating Agreement between
8 the Village of Sister Bay and the Sister Bay Advancement Association is prepared and executed.
9 A draft of the document which was reviewed at the January 20, 2015 Marketing Committee
10 Meeting was included in the meeting packets, and those in attendance jointly reviewed that
11 document. During the review process Funkhouser pointed out several grammatical revisions she
12 would suggest, and also took note of all the revisions which were recommended by the Board
13 members. Funkhouser and Bickford did note that Section 2.4, which requires that the SBAA
14 market “the Village as a whole”, was quite a contentious issue at the last Marketing Committee
15 Meeting. They also pointed out that Section 4 requires that “additional insureds” be named and
16 that an indemnification clause be included. Jeff Pfeifer, the SBAA’s insurance agent, expressed
17 concerns about this provision, and several of the Board members agreed.
18

19 *It was eventually the consensus that an attorney who specializes in contract law shall be retained*
20 *and asked to provide an opinion regarding the preferred course of action with respect to the*
21 *previously mentioned agreement. Therefore, the revised document which was agreed upon at this*
22 *meeting shall be presented to the Marketing Committee at their meeting tomorrow, but the*
23 *Committee members shall be informed that the SBAA Board of Directors is not in a position to*
24 *commit to anything yet.*
25

26 *A motion was made by Kane, seconded by Hitzeman that an attorney shall be retained to review*
27 *the draft of the previously mentioned agreement and provide an opinion regarding the preferred*
28 *course of action with respect to it. Motion carried – All ayes.*
29

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

31 **A. Fall Fest**

32 A Fall Fest Meeting will be scheduled soon. Prior to that meeting Bittorf will see that an
33 Expenses vs. Income Report is prepared for 2013 and 2014. Discussion will also take
34 place regarding the long standing rule that only downtown businesses and non-profit
35 organizations can operate booths in the downtown area during Fall Fest.
36

37 *The next meeting of the SBAA Board of Directors will be conducted on Thursday, March 5, 2015*
38 *at 8:00 A.M.*
39

40 **Adjournment:**

41 *A motion was made by Gajda, seconded by Bittorf to adjourn the meeting of the SBAA Board of*
42 *Directors at 10:37 A.M. Motion carried – All ayes.*
43
44

45 Respectfully submitted,

46 

47 Janal Suppanz, Secretary

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

6
7 *The March 5, 2015 meeting of the Sister Bay Advancement Association Board of Directors was*
8 *called to order by President Drew Bickford at 8:04 A.M.*
9

10 **Present:** President Bickford, Ron Kane, Steve Gomoll, Windy Bittorf, Nora Zacek, James
11 Larsen, Heidi Hitzeman, Casey St. Henry and Larry Gajda.

12
13 **Staff Members:** Paige Funkhouser, SBAA Coordinator.

14
15 **Excused:** Jessica Grasse, Jeannie Hoffman and Tonya Crowell.

16
17 **Others:** Shane Solomon, Chris Opper and Denise Bhirdo

18
19 **Business Items:**

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

21 *A motion was made by Hitzeman, seconded by Larsen, that the Agenda for the February 5, 2015*
22 *meeting of the SBAA Board of Directors be approved as presented. Motion carried – All ayes.*
23

24 **Item No. 2. Approval of the minutes for the February 5, 2015 meeting of the SBAA Board of**
25 **Directors:**

26 *A motion was made by Gajda, seconded by Larsen that the minutes for the February 5, 2015*
27 *meeting of the SBAA Board of Directors be approved as presented. Motion carried – All ayes.*
28

29 **Item No. 3. Financial Report:**

30 Financial reports for February as well as an Income vs. Expense Report for Fall Fest were
31 included in the meeting packets and the Board members jointly reviewed those documents.

32
33 *A motion was made by Hitzeman, seconded by Gomoll that the Financial Reports which were*
34 *reviewed at this meeting are approved as presented. Motion carried – All ayes.*
35

36 *At 8:14 A.M. Bittorf indicated that she had another obligation and left the meeting.*
37

38 **Item No. 4. Film Fest Wrap-Up:**

39 Chris Opper presented a written report regarding Film Fest, 2015, and the Board members jointly
40 reviewed that document. Despite terrible weather there was a fairly good turnout for Film Fest,
41 2015, and overall Opper believes that event was a success. Better quality films were displayed
42 this year, but unfortunately there were only two kids who attended the workshops which were
43 conducted throughout the day. Therefore, Opper is trying to think of different activities which
44 could be conducted. A few sponsorships did come in late. Thirty film submissions have already
45 been received for next year, so that event should be “bigger and better”. The suggestion was made
46 that Opper consider showing some of the films which have already been submitted during the
47 summer months, and he indicated that he will think about it.
48
49
50

1 **Item No. 5. : Discussion regarding the potential purchase of an inflatable movie screen and**
2 **projector:**

3 Concerts in the park are conducted on a weekly basis in nearly every Northern Door community
4 throughout “the season”, and attendance at the Sister Bay concerts has been declining. The
5 Performance Pavilion will not be accessible until early August as work will be done on the Bay
6 Shore Drive and Beach Reconstruction Projects. The suggestion has been made that rather than
7 conduct weekly concerts the SBAA consider showing movies in the park as that would be a
8 unique activity and may draw more people to the Village. Neither the Village nor the SBAA own
9 a movie screen, projector or sound board, and Funkhouser did some research regarding the cost of
10 either renting or purchasing that equipment. Chris Opper does have a smaller screen and projector
11 and would be willing to show movies for the SBAA. Otherwise, it would cost \$525.62 per day to
12 rent a 20’ screen and all the required equipment, and it would cost \$6,099.00 to purchase a 20’
13 screen and all the required equipment. If the SBAA chooses to rent the equipment the rental
14 company would be willing to include “blockbuster” movies for a licensing fee of \$100 as
15 opposed to \$250, which is the going rate. Representatives of several local groups and
16 organizations have expressed interest in renting a movie screen and projector. Gajda noted that
17 attempts were made to display some independent films last year and attendance at those showings
18 was very poor.

19
20 *A motion was made by Gajda, seconded by Kane that during June and July of 2015 a few*
21 *“blockbuster” movies shall be displayed on a trial basis in the Village Hall. Funkhouser shall*
22 *ask Chris Opper if he would be willing to display the movies on his equipment, but if that will not*
23 *be possible, a screen, projector and sound board shall be rented. Motion carried – All ayes.*

24
25 *A motion was made by St. Henry, seconded by Larsen that Concerts In The Park shall not be*
26 *scheduled until such time as Funkhouser is certain that the Performance Pavilion will be*
27 *available. During discussion several of the Board members noted that if this course of action is*
28 *taken it will be very difficult, if not impossible, to book any well-known bands, and, therefore, St.*
29 *Henry and Larsen withdrew their motion.*

30
31 *A motion was then made by Zacek, seconded by Larsen that Concerts In the Park shall be*
32 *conducted in the Performance Pavilion on Wednesday, August 19, 2015, and on the Sunday of*
33 *Labor Day weekend, and, if at all possible better known acts shall be booked to perform at those*
34 *concerts. Motion carried – All ayes.*

35
36 Denise Bhirdo suggested that the SBAA consider offering local businesses, individuals or
37 organizations an opportunity to sell concessions and food at the previously mentioned movie
38 showings and concerts on the condition that a percentage of sales must be provided to the SBAA.
39 Larsen noted that it is quite likely that the local beer and wine distributors may be interested in a
40 similar arrangement.

41
42 **Item No. 6. Discussion regarding Michael Fischer’s proposal to operate a zip line business**
43 **on Village owned property:**

44 Michael Fischer of Gravity Trails has requested that the SBAA support a request he will be
45 making to the Parks, Properties and Streets Committee and the Plan Commission. He currently
46 operates a small eco-friendly zip line company at the Egg Harbor Fun Park and would like to
47 open a zip line course in Sister Bay in the Spring of 2016. (If the weather is wet and/or cold
48 people do not typically want to go to waterfront areas, but they do look for things to do, and
49 Fischer believes a zip line would fill the gap and draw a number of people to the Village.) He has
50 discussed this issue with Zeke Jackson, the Village Administrator, and Jackson encouraged him
51 to request the necessary approvals. The preferred location for the zip line is the Village owned

1 property adjacent to the Fire Station off of Mill Road. There are wetlands on that property, but
 2 DNR officials have informed Fischer that no permits will be required since the zip line equipment
 3 will not have any impact on the soil in the area in question. He has also examined the trees on the
 4 property, and believes a number of them are perfectly suited for his needs. The course will consist
 5 of a climbing wall and four zip lines, and if everything goes well construction should start in the
 6 Fall. Fischer acknowledged that some of the trees on the previously mentioned property will have
 7 to be trimmed, but stressed that a concerted effort will be made to see that as few trees as possible
 8 are actually removed.

9
 10 *A motion was made by Hitzeman, seconded by Gajda that Funkhouser shall send a letter to*
 11 *Village officials ASAP and inform them that the entire SBAA Board of Directors supports*
 12 *Michael Fischer's request to operate a zip line business on Village owned property. Motion*
 13 *carried – All ayes.*

14
 15 **Item No. 7. Discussion regarding the draft Operating Agreement between the Village of**
 16 **Sister Bay and the Sister Bay Advancement Association:**

17 Shane Solomon, the Chair of the Marketing Committee, noted that the Village provides annual
 18 support to the SBAA, but at the present time there are no written directives regarding
 19 goal/expectation setting for the SBAA or the Village with respect to how the SBAA is operated or
 20 functions. Village officials believe such a document would be a very useful tool for both entities,
 21 and, therefore, the Village's Marketing Committee has been asked to see that an Operating
 22 Agreement between the Village of Sister Bay and the Sister Bay Advancement Association is
 23 prepared and executed. A draft of the document which was reviewed at the February Marketing
 24 Committee Meeting was included in the meeting packets, and the Board members jointly
 25 reviewed that document. During the review process Funkhouser and Bickford pointed out the
 26 revisions which were made to the agreement thus far. Several minor grammatical revisions were
 27 suggested, and Funkhouser, Bickford and Solomon took note of all of them. Concerns were
 28 expressed about the cancellation clause, and it was the consensus that the thirty day time limit
 29 shall be changed to ninety days. The Board members expressed concerns about the fact that the
 30 term "community-oriented promotional services" is contained in the Agreement, as the SBAA's
 31 mission is to support the "business community". They also had issues with the wording of the
 32 section which states that at least one grant must be applied for per year as well as the provisions
 33 of Section 7.9 – No Joint Venture, and suggested that those sections be revised.

34
 35 *It was the consensus that Bickford shall present all of the proposed revisions which were*
 36 *formulated at this meeting to the members of the Marketing Committee, and let them know what*
 37 *the areas of concern are.*

38
 39 **Item No. 6. Coordinator's Report:**

40 Funkhouser's Coordinator's Report was included in the meeting packets and the Board members
 41 jointly reviewed that document. During the review process Funkhouser pointed out the following
 42 issues:

- 43
 44 • The Visitor Center will not be accessible during July, August, September and October
 45 because work will be done on the Bay Shore Drive Reconstruction Project. She is still
 46 looking into rental options.
 47
 48 • Unfortunately Laurie Buske will only be able to commit to working one day per week
 49 during the summer months. When she attended the UW-Stout Career Fair she did meet
 50 some students who were very interested in working at the Visitor Center.
 51

- 1 • It was very worthwhile for her and Mike Termini to attend the UW-Stout Career Fair. A
2 number of students expressed interest in working in Door County.
3
- 4 • Work is ongoing on the drafting of a contract between the SBAA and the organizers of
5 “Midwest Sunsplash”. There is a possibility that the SBAA will be allowed to be the
6 only beer and alcohol vendor at that event. If that occurs any proceeds which are realized
7 as the result of beer and alcohol sales would be retained by the SBAA. There is also a
8 possibility that the SBAA will be paid a commission for soliciting sponsors. Funkhouser
9 will provide an update on these issues at the next meeting.
10
- 11 • Room tax for 2014 was up by 5.48%.
12
- 13 • As of this time fifteen members have not paid their dues. She will be contacting those
14 individuals in the near future.
15

16 **Item No. 7. Personnel Committee Report:**

17 Gajda and Bickford indicated that they have not had an opportunity to meet yet.
18

19 **Item No. 8. Update on the Bay Shore Drive Reconstruction Project:**

20 There was nothing new to report on this issue.
21

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

23
24 **A. Fall Fest**

25 The Fall Fest Meeting was conducted, but only a few people were in attendance. The
26 following decisions were made at that meeting:
27

- 28 (1) Non-downtown business owners will now be allowed to set up tents on one of the grassy
29 areas downtown during Fall Fest for a fee. The following fee schedule will be enforced:
30

31 SBAA members must pay a Tent Permit Fee of \$100;

32 Sister Bay business owners who are not members of the SBAA must pay
33 a Tent Permit Fee of \$200; and,

34 Non-Sister Bay business owners who are not SBAA members must pay a
35 Tent Permit Fee of \$300.
36

- 37 (2) Anyone wishing to drink alcoholic beverages outdoors during Fall Fest must be wearing
38 an I.D. wrist band. Fees of \$2.00 per band will be assessed.
39

- 40 (3) The Lions Car Show will be conducted in the parking lot at the Country Walk Shops
41 because the brick parking lot on the former Helm’s property will be used as a staging area
42 for the Bay Shore Drive Reconstruction Project. Bickford and Funkhouser will be
43 discussing this issue with the members of the Country Walk Owner’s Association soon.
44

45 **Item No. 10. Discussion regarding SBAA Board of Directors membership:**

46 At the present time there are twelve individuals serving on the SBAA Board of Directors. Denise
47 Bhirdo has expressed interest in returning to the Board.
48

49
50 *A motion was made by Gajda, seconded by Kane that Denise Bhirdo shall be appointed to serve*

1 *on the SBAA Board of Directors. Motion carried – All ayes.*

2

3 *The next meeting of the SBAA Board of Directors will be conducted on Thursday, April 2, 2015 at*
4 *8:00 A.M.*

5

6 **Adjournment:**

7 *A motion was made by Gajda, seconded by Zacek to adjourn the meeting of the SBAA Board of*
8 *Directors at 10:16 A.M. Motion carried – All ayes.*

9

10

11 Respectfully submitted,



12

13 Janal Suppanz, Secretary

DOOR COUNTY TOURISM ZONE
COMMISSION and EXECUTIVE COMMITTEE MEETING
Minutes of January 15th, 2015 9:00 a.m.
Village of Sister Bay Fire Station, 2258 Mill Road

ACTION ITEMS:

Starr moved and LeClair seconded to approve the agenda. Motion carried.

Starr moved and LeClair seconded to approve the December 18, 2014 minutes as corrected. Motion carried.

Starr moved and LeClair seconded to adjourn the Executive Committee meeting and open a full Commission meeting. Motion carried.

Consideration of approving reports and payables plus receipts.

Jackson moved and Dannhausen seconded to approve reports and payables plus receipts. Motion carried.

Dannhausen moved and Jackson seconded to table the matter of the Marina Transient Slip Rental Discussion. Motion carried.

Consider motion to convene into Closed Session pursuant to Wisconsin State Statutes, Section 19.85(1)(a)(f) or (g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or likely to become involved; to wit: enforcement actions against lodging providers who have failed to obtain lodging permits and to timely remit monthly room tax report and tax payments. Dannhausen moved to convene into Closed Session as per statutes named; Jackson seconded. Motion carried.

Dannhausen moved and Tice seconded to reconvene into Open Session. Motion carried.

Starr moved and Jackson seconded to adjourn. Motion carried.

Committee Members Present by Roll Call: Dave Holtz, Mike Johnson, Josh Van Lieshout, Jeff Larson, Nancy Robillard, Bill Weddig, Elizabeth LeClair, Frank Forkert, Chuck Tice, Zeke Jackson, Nora Zacek, Bob Starr, Pam Seiler, and Myles Dannhausen.

Excused: Mary Boston. Bryan Nelson. Dick Skare, and Tom Olsen.

Absent: Fred Anderson, Keith Krist, Richard Briggs, and Deb Jeanquart,

Also in Attendance: Michelle Rasmussen/DCVB, Jon Jarosh/DCVB, Dianne Lensert/Kerber Rose, Kim Roberts /Administrative Assistant DCTZC and Doug Butchart.

Call to Order

Chair Van Lieshout called the meeting to order at 9:00 a.m. Due to a lack of quorum of the full Commission an Executive Committee meeting was called to order.

Approval of the Agenda

Starr moved and LeClair seconded to approve the agenda as submitted. Motion carried.

Approval of the minutes of December 18th, 2014

Starr moved and LeClair seconded to approve the December 18th, 2014 minutes as corrected. Motion carried.

Report by the Door County Visitor Bureau on Marketing Efforts

Rasmussen reported that 2014 ended on a high note with most metrics ending up ahead of goal for the year. December brought another month of significant year over year increases. She noted that there has been significant work done on the backend to increase the URLs for searches so that Door County.com continuously ends up in the top five (5) positions on Google. She went on to say that Co-op ads were sixty five percent (65%) to goal and that group/meeting sales just attended a group tour conference in which there were fifty (50) operator meetings for group sales.

49

- 1 Jarosh said that the year ended well for communications and public relations. Door County hosted eighty –
2 one (81) journalists in 2014 which resulted in three and a half million (3.5 million) readers/viewers. For
3 every one dollar (\$1) spent for the media marketing program eight dollars (\$8) returned in ad media value.
4 Eight (8) trips are on the books for 2015 with the first one beginning in February with a winter themed trip.
- 5 Starr asked if journalists were permitted to bring their family or significant others to really enjoy what Door
6 County has to offer. Jarosh said that it was not encouraged by Geiger & Associates, but he added that the
7 individual trips with specific assignments there is the opportunity to do so.
- 8 Dannhausen noted that Wickmann House and Waseda Farms were recently featured on Wisconsin Foodie.
9 Jarosh added that Wisconsin Foodie has been up here a couple of times and that you could watch the
10 episodes online.
- 11 Jackson spoke to the several million dollars that are being invested in downtown improvements in the
12 Village of Sister Bay and asked if a dialogue was possible to feature the “after” pictures of Sister Bay. He
13 asked how to go about this, but said it wouldn’t be this year. Jarosh said the interest stories and
14 photographs in the Visitor Guide are moved around every year so that all areas of Door County get featured.
15 Jarosh went on to say that as the project is completed and unveiled to get in touch and to submit pictures.
16 Jackson said before and after shots. Jarosh agreed and said that it is always stressed to the journalists
17 visiting Door County that there is an investment in infra-structure that the communities are undertaking.
18 Rasmussen added that Jackson should send anything their way to try and contribute to the next Visitor
19 Guide.
- 20 Van Lieshout commented that social media impressions and post views had mostly stayed the same.
21 Rasmussen replied that it was a topic of discussion and that Facebook was making changes in 2015 which
22 will allow for another layer.
- 23 Jackson asked Van Lieshout if the Village of Egg Harbor had decided if their downtown work will create a
24 detour or if they will allow for one lane of traffic. Van Lieshout said he didn’t know yet. Jackson replied that
25 it would be nice if there was a common website that the communities could share in to pass along the
26 construction information to keep the community informed. Van Lieshout agreed and said he would be
27 interested in talking about it.
- 28 Dannhausen asked Rasmussen if there would be “heatmapping” of the website before it goes live. Rasmussen
29 replied yes.
- 30 Van Lieshout asked if there was anything that surprised them in 2014. Rasmussen replied that it would be a
31 tough year to repeat. Jarosh added that the number of welcome center visitors declining which has a
32 number of theories: The information online is too good and a younger demographic that is less inclined to
33 stop at a Visitor Center are among a few.
- 34 Jackson asked if the DCVB utilized traffic counters. Jarosh said yes, from the DOT. There are two, he said,
35 STH 42 south of the county line and STH 57 south of the county line. The counters are on every day and the
36 DOT sends data report monthly broken down by lane.
- 37 Seiler asked if there was any concern over the Visitor Guide and the pull out map. Would visitors just pull
38 out the map and leave the book behind. Rasmussen said there are other maps in the book in addition to
39 extra being printed, so they weren’t concerned. It is something to consider for next year.
- 40 **Starr moved and LeClair seconded to adjourn the Executive Committee Meeting. Motion carried.**
- 41 **Call to Order**
- 42 Van Lieshout called to order a meeting of the full Commission at 9:24 AM.
- 43 **Roll Call**
- 44 **Report from Administrative Assistant on current activities, projects and issues associated with**
45 **permitting new members.**
- 46 Roberts reported that she sent out fifty four (54) no report letters for the report month of October on
47 December 16th, 2014. She added that as of January 8th, 2015 nine (9) properties remain to report for October
48 2014.
- 49 The total outstanding due in unpaid taxes, fees and penalties is four hundred seventy one dollars and
50 seventy four cents (\$471.74) from eight (8) permit holders.

- 1 Roberts said that she had permitted seven (7) new properties in the month of December. She added that
2 she is currently at work on permitting three (3) more properties found online advertising for transient rental
3 without the proper permit.
- 4 Roberts reviewed the property reports that were included in her report: permitted properties, removed
5 properties and by unit reports. She noted that as of January 6, 2015, there are nine hundred fifty six (956)
6 properties that are permitted with fifty seven (57) added since the last reporting on June 5, 2014. She went
7 on to say that currently there are four thousand six hundred seventy three (4673) units and of those units
8 two thousand six hundred forty eight (2648) are year round. Three hundred twenty three (323) of the nine
9 hundred fifty six (956) permitted properties are managed by agents, thirty three point seven percent
10 (33.7%). She added that fifty one (51) properties have been deactivated since June 3, 2014.
- 11 **Discussion on Current Comparable Occupancy numbers for 2013**
- 12 Lensert said that November 2014 was up 5.1% and noted that October 2014 after being adjusted for late
13 reporting was currently up 2.9%. She went on to say that year to date collections is up 5.0%.
- 14 She added that year to date financials are up with income from late collections being over budget, expenses
15 are down and late fees are over budget. She added that as the equity balance grows, there should be
16 discussion on how and where to use it. Van Lieshout asked Roberts to add the item to the agenda for the
17 February meeting. Roberts noted the item.
- 18 Dannhausen questioned the growth of private home rentals. He said we need a base of conventional lodging
19 to support a tourism destination. He went on to say that the growth that Door County is experiencing is in
20 private home rentals. He felt that the question to municipalities is do we have enough hotels in
21 communities. Jackson added that there is a generational shift that is happening; instead of homes being
22 occupied they are being rented out. Dannhausen said that there is a surplus of private home that could flood
23 the market when children decide to stop renting them out. Jackson felt that it was already starting to
24 happen. Rasmussen said they have seen a shift in what people are searching for in that searches indicate
25 homes and log cabins as opposed to resorts.
- 26 Dannhausen added that the excess is depreciating units and values are going to decrease. Starr said that the
27 City of Sturgeon Bay had the same discussion of residential home rentals. It was stopped and not allowed.
28 He added that what it came down to is that home owners did want shore term rentals in the residential
29 district. He went on to say that a reasonable ordinance could be created for communities, like Sturgeon Bay
30 did.
- 31 Van Lieshout said that since we have been tracking this information since the beginning of the DCTZC we
32 can look at the change of homes vs. condominiums. He asked Roberts to compare homes vs. condo with
33 permits and units since 2008 through 2014.
- 34 Dannhausen added that there are a lot of long distance owners whose properties are in disrepair.
- 35 Tice asked that if Moneypenny noted that the County was full during a meeting, why occupancy numbers
36 aren't reflecting as such. Jarosh replied that the month report reflects the whole month, the occupancy dates
37 in which there was nothing available in the county were weekends. Jackson added that Ininline tracks
38 availability, but if lodging owners don't update through Ininline, it won't help. LeClair said that Ininline now
39 updates automatically.
- 40 **Consideration of approving reports and payables plus receipts**
- 41 Jackson moved and Dannhausen seconded to approve reports and payables plus receipts. Motion
42 carried.
- 43 **Report from Commissioners on feedback from local boards on recent issues.**
- 44 Van Lieshout discussed although Dick Skare was not able to attend the meeting today, he had called him to
45 express his opinion and he didn't support the transient slip tax.
- 46 **Discussion of Marina Transient Rental Legal Opinion**
- 47 Van Lieshout felt that the opinion that Vande Castle provided for the Commission was ambiguous. He went
48 on to say that he was reluctant to act on it. He suggested letting the issue lie until a more definitive opinion
49 arises on whether the law requires the Commission to do so.
- 50 **Dannhausen moved and Jackson seconded to table the matter of the Marina Transient Slip Rental**
51 **Discussion.** Motion carried.

- 1 Dannhausen felt that slips may be another problem like private homes and such a tax would incent people to
2 rent them out.
- 3 Van Lieshout said that he understood where Dannhausen was going with his statement. The Village of Egg
4 Harbor has sixty (60) plus transient slips with amenities, but the question is should we be charging room
5 tax on the transient slip due to the furnished accommodations. Van Lieshout noted that Vande Castle felt it
6 was up to the Commission to decide.
- 7 Dannhausen felt that it would further fragment the lodging industry and would require promotion. Van
8 Lieshout reminded Dannhausen that the DCVB does not promote segments of Door County, but rather
9 promotes Door County as a whole to increase overnight stays.
- 10 Jackson asked for a show of hands of those who had a financial interest invested in slips. Jackson and Van
11 Lieshout raised their hands. He went on to say that you could debate that slips don't furnish
12 accommodations. Jackson added that there is collective marketing for land based businesses, but we need
13 more marketing for boating. The State of Michigan funds their marinas and the marketing. He stressed that
14 our boaters go to Michigan not the reverse.
- 15 Jackson continued by saying that the Village of Sister Bay Marina Committee is looking to add one (\$1)
16 dollar to transient slips (non seasonal). Of the one hundred fifty slips in Sister Bay, forty (40) are transient.
17 He added that the issue is promotion and they are in need of a tool to market to out-of-state boaters.
18 Jackson said that he was going to kick the idea out to the other marinas.
- 19 Rasmussen added that she has met with other marinas and so far they are not in favor of adding one (\$1)
20 dollar to create a marina marketing pool.
- 21 Weddig noted that he was opposed to the idea of taxing transient slips and felt that if we go this way on an
22 empty slip than there is no other choice but to pursue campgrounds and RV sites.
- 23 Holtz brought up a point that he sees very often at his establishment. Many guests rent a slip, but don't
24 want to stay on the boat during their stay. He stressed that guests would then be taxed twice. Jackson felt
25 that it would be no different than paying tax for two (2) hotel rooms.
- 26 Starr said that the State of Michigan funds marina development so that there would be safe harbor every so
27 many miles. They used the tax on fuel to fund the development. There was no additional tax on slips, just
28 the tax on fuel and he felt this was a preferable way to drive promotion and development of marinas.
- 29 Jackson noted that marinas are sensitive to two things: weather and fuel prices. Starr agreed by saying when
30 the economy is stable people are out on the water boating. Jackson went on to say that boat sales are a
31 leading economic indicator and so far boat sales are up in Door County. Starr stressed that another way
32 needs to be found to promote the boating industry in Door County.
- 33 Forkert agreed with the sentiment. He added that he had no conflict in the discussion since he has not been
34 active in the marine industry since 1983. He went through the history of the fuel tax. He said that in
35 Wisconsin there used to be a fuel tax and it was run by a Commission and that was how big marinas like
36 Sheboygan were built. He went on to say that the previous governor changed the program to support the
37 budget; the money now goes to the DNR to support their budget. He felt that it was a political thing which
38 was partly right and partly wrong. He went on to say that when you dock your boat you are renting a
39 parking spot no different than a spot for your car. He felt that it was a slippery slope to get into room tax on
40 transient slips; it's like bringing your own room.
- 41 Van Lieshout said that as a matter of law are we obligated or not or can we decide as Vande Castle believes.
42 Room tax mimics sales tax, but there is just too much ambiguity. Van Lieshout asked if we should motion
43 to table or contact the legislature to get clarity on the law or let it rest. Olsen added that we can always
44 come back to the issue.
- 45 Van Lieshout asked for all in favor of tabling the motion. All ayes. Motion carried.
- 46 Consider motion to convene into Closed Session pursuant to Wisconsin State Statutes,
47 Section 19.85(1)(a)(f) or (g) to confer with legal counsel for the governmental body who is
48 rendering oral or written advice concerning strategy to be adopted by the body with respect
49 to litigation in which it is or likely to become involved; to wit: enforcement actions against

- 1 lodging providers who have failed to obtain lodging permits and to timely remit monthly
2 room tax report and tax payments.
- 3 Dannhausen moved to convene into Closed Session as per statutes named; Jackson seconded. Motion
4 carried
- 5 Van Lieshout thanked Doug Butchart for attending the meeting.
- 6 CLOSED SESSION
- 7 Consider a Motion to Reconvene into Open Session
- 8 Dannhausen moved to reconvene into Open Session; Tice seconded. Motion carried.
- 9 Adjournment
- 10 Starr moved to adjourn; Jackson seconded. Motion carried.

11
12 Respectfully submitted,
13



14
15 Kim Roberts
16 Administrative Assistant
17

18

1 Theater” show, have well known authors speak and do book signings, or conduct “Mind, Body
2 and Spirit”, “Art On The Wild Side” and “Paint Me A Song” workshops. It appears that “Big Top
3 Chautauqua” and Robert Cray are interested in coming to Door County this summer. Cray is
4 available from June 12 through 14, 2015 and “Big Top Chautauqua” has a few dates available.
5 Both acts have a tremendous following but are more costly. Lundahl noted that she has found that
6 large corporations may be interested in sponsoring some or all of the previously mentioned
7 programs. She also stated that it’s imperative that Village officials “brand” the Performance
8 Pavilion and create a “tag line” for it ASAP. If the Village decides to hire Lundahl she would
9 recommend that ten shows as well as some workshops be scheduled during the upcoming
10 “season”. She would handle all the bookings, address any and all logistical issues associated with
11 the shows, see that set-up and tear-down is done, and ensure that a wide variety of marketing is
12 done. She would require that Village officials execute a one year contract which contains the
13 same provisions as the contract she entered into with the Egan Center, and her services would
14 cost the Village between \$15,000 and \$21,000.

15
16 The Committee members thanked Lundahl for taking the time to attend this meeting and asked
17 that she provide a copy of her contract with the Egan Center to Jackson ASAP.

18
19 Solomon noted that he firmly believes the Marketing Committee must “live within its means”. He
20 also believes that the Committee must spend the funds which were budgeted this year
21 responsibly, but also make a concerted effort to have some return on investment

22
23 Discussion took place regarding whether or not admission fees should be charged, and several of
24 the Committee members noted that it is their understanding that unless a well-known act is
25 booked Village officials do not want to charge admission fees as they want people to know that
26 businesses are open and accessible even though construction is going on. It was eventually the
27 consensus that whether or not admission fees should be charged is a decision which should be
28 made on a case by case basis after acts are actually booked. If admission fees are charged, it will
29 be necessary to install some type of fencing around the area(s) where the performance(s) take
30 place. The suggestion was made that people wishing to enter the fenced area(s), which will allow
31 close proximity to the stage, must pay a fee, but people wishing to watch the show(s) from a
32 distance could do so free of charge. Other options would be to solicit sponsors, sell wristbands to
33 those wishing to consume alcoholic beverages, charge for parking or sell concessions on-site.

34
35 *A motion was made by Solomon, seconded by Bickford that the recommendation is made to the*
36 *Village Board that Terry Lundahl’s contract proposal shall be accepted, and in 2015 up to*
37 *\$17,000 of Marketing Committee funds shall be appropriated to cover her services. Motion*
38 *carried – All ayes.*

39
40 **Item No. 1. Consider a motion to approve the purchase of an inflatable movie screen and**
41 **projector for the sum of not to exceed \$3,500; and consider the allocations which should be**
42 **made for programming;**

43 The Village and the SBAA are considering showing movies in the park during the upcoming
44 “season”. If movies are to be displayed it will be necessary for a technician to have access to a
45 movie screen, projector and sound board. Neither the Village nor the SBAA own any of the
46 previously mentioned equipment, and, therefore, Jackson investigated the portable movie screen,
47 projector and sound board options which are available, and presented specifications and cost
48 estimates for those items. If the equipment is purchased, representatives of some local groups
49 have informed Jackson that they would be interested in renting it. The SBAA Board of Directors
50 does not have funds budgeted for a purchase, and, therefore, they asked Funkhouser to check on
51 the equipment rental options which are available. They will be addressing this issue further at

1 their March meeting. Funkhouser will advise Jackson of the Board's decision ASAP.

2
3 *A motion was made by Solomon, seconded by Enquist that Agenda Item No. 1 – Consider a*
4 *motion to approve the purchase of an inflatable movie screen and projector for the sum of not to*
5 *exceed \$3,500; and consider the allocations which should be made for programming shall be*
6 *tabled until the next meeting of the Marketing Committee.*

7
8 **Item No. 2. Consider a motion to allow private vendors to participate in events held on**
9 **Village owned property; and consider a motion to refer the matter to the Parks Committee:**

10 For quite some time the regulation has been imposed that unless a private vendor from outside
11 Sister Bay has been issued a Facility Use Permit he or she will not be allowed to sell goods at
12 non-SBAA sanctioned events which are conducted on Village owned properties. The organizers
13 of "Midwest Sunsplash" have informed the members of the Marketing Committee that they
14 would like to invite Village business owners as well as a number of vendors from outside the area
15 to operate booths on the festival grounds, and the members of the Committee believe a wide
16 variety of product offerings will greatly enhance that festival. This will also be the case if the
17 Village sponsors any of the previously mentioned shows, concerts or performances. Jackson
18 noted that it would be possible to charge outside vendors booth fees.

19
20 *A motion was made by Solomon, seconded by Enquist that the recommendation is made to the*
21 *Parks Committee that private vendors from outside the Village of Sister Bay be allowed to*
22 *participate in non-SBAA sanctioned events which are conducted on Village owned properties.*
23 *Motion carried – All ayes.*

24
25 *At 10:52 A.M. a brief recess was taken and the Committee reconvened at 11:01 A.M.*

26
27 **Item No. 5. Discussion regarding the proposed Operating Agreement between the Village of**
28 **Sister and the SBAA; and consider a motion for action if necessary:**

29 Yesterday the SBAA Board of Directors reviewed the proposed Operating Agreement between
30 the Village of Sister Bay and the SBAA. The Board members indicated that they would like more
31 time to carefully review the agreement, and the decision was eventually made that the matter
32 should be tabled until the March 5, 2015 meeting of the Board of Directors. Several of the Board
33 members voiced concerns about the legal ramifications of some of the provisions of the
34 agreement, especially the insurance indemnification clause. Therefore, it is possible that an
35 attorney may be retained to review the agreement and provide an opinion regarding the preferred
36 course of action. The suggestion was made that Solomon attend the next SBAA Board of
37 Directors Meeting and attempt to negotiate mutually agreeable terms, and he agreed to do that.
38 He did indicate that he would like to have Jackson present during the negotiations, and Bickford
39 indicated that won't be a problem.

40
41 *A motion was made by Enquist, seconded by Solomon that Agenda Item No. 5 – Discussion*
42 *regarding the proposed Operating Agreement between the Village of Sister Bay and the SBAA;*
43 *and consider a motion for action if necessary, shall be tabled until the next meeting of the*
44 *Marketing Committee. Motion carried – All ayes.*

45
46 **Item No. 6. Consider a motion to discuss matters to be placed on a future agenda or**
47 **referred to a committee, official or employee:**

48 It was the consensus that the following item shall be addressed at the next meeting of the
49 Marketing Committee:

50
51

- 1 • Consider a motion to approve the purchase of an inflatable movie screen and
2 projector and consider allocations for programming.
3

4 **Adjournment:**

5 *A motion was made by Bickford, seconded by Enquist to adjourn the meeting of the Marketing*
6 *Committee at 6:31 P.M. Motion carried – All ayes.*
7

8 Respectfully submitted,

9 

10 Janal Suppanz,
11 Assistant Administrator
12

1 proved to be very fruitful and productive, and a draft of a revised Operating Agreement was
2 included in the meeting packets. Paige Funkhouser and Bickford noted that the members of the
3 SBAA Board of Directors did have issues with the term “community-oriented promotional
4 services” which is contained in the draft Agreement as the SBAA’s mission is to support the
5 business community. It was the consensus that the previously mentioned term should read,
6 “business community-oriented promotional services”.

7
8 Jackson noted that the Parks Committee granted approval for the SBAA to utilize Village
9 parklands and properties for all the festivals and events which are listed on their 2015 calendar of
10 events on the condition that a formal Fall Fest wrist banding policy must be created. Lengthy
11 discussion took place regarding this issue, and it was eventually the consensus that a provision
12 shall be added to Section 3.5 of the Operating Agreement which reads, “The SBAA will ensure
13 that all persons who consume alcoholic beverages outdoors during the festivals and events which
14 appear on the SBAA’s approved calendar of events will be charged a wrist banding fee of no less
15 than \$2.00.”

16
17 *At 9:14 A.M. a brief recess was taken and the Committee reconvened at 9:20 A.M.*

18
19 The question arose as to why the Marina was required to pay annual membership and
20 website/brochure listing fees, and Funkhouser and Bickford responded that all the Village’s
21 amenities, including the Marina and Boat House, are mentioned in a number of locations on the
22 SBAA’s website and in the Sister Bay brochure, and no fees are charged for any of those listings.
23 The previously mentioned fees were incurred because two years ago Wendy Tatzel, the Marina
24 Manager, decided to have additional marketing done for the Marina and Boathouse. The \$220 is
25 the same fee any other business owner would have to pay for the type of marketing Tatzel chose
26 to have done. It was the consensus that the final sentence of Section 2.4 of the Operating
27 Agreement shall be deleted and replaced with a sentence which states that the Village of Sister
28 Bay will receive the same benefits as any other business owner who chooses to pay membership
29 and website/brochure listing fees.

30
31 During the review process a few grammatical revisions and formatting changes were suggested
32 and Jackson took note of all of them.

33
34 *A motion was made by Solomon, seconded by Bickford that Jackson shall see that all the*
35 *revisions which were agreed upon at this meeting are made to the draft Operating Agreement*
36 *between the Village of Sister Bay and the Sister Bay Advancement Association, and provide a*
37 *copy of the revised document to the SBAA Board of Directors for review and comment ASAP.*
38 *Motion carried – All ayes.*

39
40 Funkhouser and some of the SBAA Board members have already spent a considerable amount of
41 time helping to organize and plan “Midwest Sunsplash”, and Jackson believes it would only be
42 fair for some sort of mechanism to be created whereby the SBAA could use that event as a
43 fundraiser. The suggestion has been made that the SBAA be allowed to solicit sponsorships.
44 Another option would be to allow that organization to sell beer and alcohol during the festival and
45 retain any profits which are realized. Funkhouser and Bickford stated that they believe they could
46 get a sufficient number of volunteers to work at a beer stand. They also believe such a venue
47 would be an excellent testing ground for whatever I.D. wrist banding policies and procedures are
48 established. Work is ongoing on the drafting of a contract between the Village and the organizers
49 of “Midwest Sunsplash”, and, therefore, a decision should be made regarding this issue soon.

50
51

1 *It was the consensus that the SBAA shall be allowed to sell beer and alcohol at “Midwest*
2 *Sunsplash” on the condition that a formal I.D. wrist banding policy must be established and*
3 *adhered to. Any profits which are realized as a result of the beer and alcohol sales will be*
4 *retained by the SBAA.*

5
6 **Item No. 4. Consider a motion to approve the purchase of an inflatable movie screen and**
7 **projector; and consider the allocations which should be made for programming:**

8 The Village and the SBAA are considering showing movies in the park during the upcoming
9 “season”. If movies are to be displayed it will be necessary for a technician to have access to a
10 movie screen, projector and sound board. Neither the Village nor the SBAA own any of the
11 previously mentioned equipment, and, therefore, Jackson investigated the portable movie screen,
12 projector and sound board options which are available, and presented specifications and cost
13 estimates for those items. If the equipment is purchased, representatives of some local groups
14 have informed Jackson that they may be interested in renting it.

15
16 The SBAA Board of Directors addressed this issue at length at their meeting yesterday.
17 Funkhouser did research regarding the cost of the preferred screen and equipment, and discovered
18 that it will cost approximately \$6,500. Since work will be done on the Bay Shore Drive and
19 Beach Reconstruction Projects this year’s “season” will be very short, and, therefore, the SBAA
20 Board of Directors decided not to purchase the equipment this year. If they do decide to show
21 movies they will rent the necessary equipment. This issue will be re-addressed by the SBAA
22 Board of Directors when work is done on the SBAA’s budget for 2016.

23
24 Solomon suggested that a workable solution to the previously mentioned problem may be for the
25 Village to purchase a movie projector, screen and sound board and enter into a rent-to-own
26 agreement with the SBAA. It was the consensus that this would be a good idea.

27
28 *A motion was made by Enquist, seconded by Bickford that the Marketing Committee authorizes*
29 *the expenditure of up to \$6,500 for the purchase of a portable movie screen, projector and sound*
30 *board. Jackson shall see that a rent-to-own agreement between the Village of Sister Bay and the*
31 *SBAA Board of Directors is drafted with respect to that equipment. The rent-to-own agreement*
32 *shall be presented to the Committee members for their consideration ASAP. Motion carried – All*
33 *ayes.*

34
35 **Item No. 6. Consider a motion to discuss matters to be placed on a future agenda or**
36 **referred to a committee, official or employee:**

37 It was the consensus that the following items shall be addressed at the next meeting of the
38 Marketing Committee:

- 39
40 • **Consider a motion to convene into closed session pursuant to Wis. Stats.,**
41 **§19.85(1)(e) to deliberate or negotiate the purchase of public properties, the**
42 **investment of public funds, or conduct other specified public business, whenever**
43 **competitive or bargaining reasons require a closed session:**
44 • **Consider a motion to reconvene into open session:**
45 • **Consider a motion to take action, if required:**

46
47 **Adjournment:**

48 *A motion was made by Bickford, seconded by Enquist to adjourn the meeting of the Marketing*
49 *Committee at 10:19 A.M. Motion carried – All ayes.*

50
51

1 Respectfully submitted,



2
3 Janal Suppanz,
4 Assistant Administrator
5