



BOARD OF TRUSTEES MEETING AGENDA

Tuesday, February 16, 2016 at 6:00 P.M.

Sister Bay Village Hall – 10693 N. Bay Shore Drive

For additional information check: www.sisterbaywi.gov

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

Deviations from the agenda order shown may occur.

- Call Meeting to Order
- Roll Call
- Approval of minutes as published
- Comments and Correspondence
- New Village Board Business Items

1. Presentation by Holly Weatherwax of County Materials on Permeable Pavers.
2. Review of work by members of the Public, the Economic Development Committee and Plan Commission on a development plan for the Braun Parcel; consider appropriate motions for action if necessary.
3. Consider a motion to act on a recommendation of the Plan Commission and adopt Resolution 322-021616, a CSM for parcels 1810008312812M on Canterbury Ln, commonly addressed as 10560 Applewood Rd and referred to as "Canterbury Extension". Discussion on the proposed CSM.
4. Consider a motion to act on a recommendation of the Plan Commission to adopt an amendment to the development agreement with Good Samaritan Society.
5. Consider a motion to act on a recommendation of the Plan Commission and adopt Resolution 323-021616, approving a CSM for parcels 181210305 and 181210303A commonly known as Husby's at 10641 N. Bay Shore Drive and an adjacent parcel at 10647 N. Bay Shore Drive.
6. Consider a motion to act on a recommendation of the Plan Commission and adopt Resolution 324-021616 approving CSMS for parcels 1814230001 and 1814240001(a) on STH 57, commonly addressed as 10604 WIS STH 57, and commonly referred to as "Harbor View" and Resolution 320-021616, approving an associated Planned Use Development (PUD). Discussion on the Harbor View proposal.
7. Review of a proposed amendment to the Stony Ridge Development Project; consider a motion for action if appropriate.
8. Consider and discuss a recommendation from the Finance Committee on Refinancing the Village's 2005 series bonds and adopt Resolution 321-021616; consider a motion for action if appropriate.
9. Consider a motion to grant a Class A Alcohol License to Collin & Jennifer Dahl - Firefly Outfitters, LLC
10. Consider a motion to adopt phase II work on Wayfinding Signage for Living Labs/JB Fieldworks; consider a motion for action if appropriate.
11. Presentation on goal setting, phase I-Take home activity; discussion and motion for action if appropriate.
12. Consider a motion to discuss and confirm President Lienau's Appointments.
13. Report on County activities from the County Supervisor, Dave Lienau.
14. Review of the financial statements and consideration of a motion to approve the monthly bills.
15. Report by the Village Administrator on Village Activities and Projects.
16. Consider a motion to convene into Executive Session pursuant to Wis. Stats., §19.85(1)(c) to discuss personnel and employee benefits and 19.85(1)(g) Conferring with legal counsel who, wither orally or in writing will advise the governmental body on strategy to be adopted with respect to current or likely litigation.
17. Consider a motion to reconvene into Open Session.
18. Consider a motion to take action, if required.
19. Discussion regarding matters to be placed on a future agenda or referred to a Committee, official or employee.

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

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

Adjournment

Public Notice

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

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

I hereby certify that I have posted a copy of this agenda at the following locations:

Administration Building
 Library
 Post Office

_____/_____ Date

Name _____

1 **VILLAGE OF SISTER BAY BOARD OF TRUSTEES MEETING MINUTES**
2 **TUESDAY, DECEMBER 15, 2015**
3 **SISTER BAY-LIBERTY GROVE FIRE STATION – 2258 MILL ROAD**
4 **UNAPPROVED VERSION**
5

6 The December 15, 2015 meeting of the Village of Sister Bay Board of Trustees was called to
7 order by Village President Dave Lienau at 6:15 P.M.

8
9 **Present:** President Lienau and Trustees John Clove, Scott Baker, Kathy Enquist, and Nora
10 Zacek.

11
12 **Excused:** Pat Duffy

13
14 **Staff Members:** Village Administrator Zeke Jackson, Finance Director Tasha Rass, Consultant
15 Robert Kufryn, and Assistant Administrator Janal Suppanz.

16
17 **Others:** Ron Kane, Denise Bhirido, Rob Zoschke, Marge Grutzmacher, Jennifer Damiani and
18 Nate Bell.

19
20 **Approval of the Agenda and Minutes as published:**

21 *A motion was made by Clove, seconded by Baker that the Agenda for the December 15, 2015*
22 *meeting of the Village of Sister Bay Board of Trustees be approved as presented. Motion carried*
23 *– All ayes.*

24
25 *A motion was made by Clove, seconded by Baker that the minutes for the November 17, 2015*
26 *meeting of the Village of Sister Bay Board of Trustees be approved as presented. Motion carried*
27 *– All ayes.*

28
29 *A motion was made by Clove, seconded by Baker that the minutes for the November 24, 2015*
30 *joint meeting of the Village of Sister Bay Board of Trustees, the Plan Commission, the Parks*
31 *Committee and the Economic Development Committee be approved as presented. Motion*
32 *carried – All ayes.*

33
34 **Comments and correspondence:**

35 Lienau asked if anyone wished to comment regarding a non-agenda item. No one responded.
36 Jackson noted that no new correspondence had been received.

37
38 **Item No. 10. Consider a motion to convene into executive session pursuant to Wis. Stats.,**
39 **§19.85(1)(c) to discuss personnel and employee benefits and §19.85(1)(g) to confer with legal**
40 **counsel, who, either orally or in writing will advise the governmental body on strategy to be**
41 **adopted with respect to current or likely litigation:**

42 *At 6:16 P.M. a motion was made by Lienau, seconded by Clove that the Village Board convene*
43 *into executive session pursuant to Wis. Stats., §19.85(1)(c) to discuss personnel and employee*
44 *benefits and §19.85(1)(e) to deliberate or negotiate the purchase of public properties, the*
45 *investment of public funds, or conduct other specified public business, whenever competitive*
46 *or bargaining reasons require a closed session.*

47
48 *A roll call vote was taken on that motion and the Board members voted in the following*
49 *fashion:*

1
2 *Baker – Aye; Clove – Aye; Enquist – Aye; Lienau – Aye; Zacek – Aye.*

3
4 *Motion carried.*

5
6 **Item No. 11. Consider a motion to reconvene into open session:**

7 *At 6:44 P.M. a motion was made by Lienau, seconded by Zacek that the Village Board*
8 *reconvene into open session. Another roll call vote was taken, and the Board members voted in*
9 *the following fashion:*

10
11 *Baker – Aye; Clove – Aye; Enquist – Aye; Lienau – Aye; Zacek – Aye.*

12
13 *Motion carried.*

14
15 **Item No. 12. Consider a motion to take action if required:**

16 *No formal action was taken, but the Village Attorney was directed to take the actions which*
17 *were discussed in closed session. Motion carried – All ayes.*

18
19 **Item No. 1. Consider a motion to pass and adopt Resolution No. 318, approving a Certified**
20 **Survey Map combining and re-dividing Parcel No. 181-00-06312844F and Parcel No. 181-00-**
21 **06312844P which are located on Chalet Lane and owned by David Lienau:**

22 *At 6:47 P.M. Lienau recused himself due to a conflict of interest and turned his Chairperson*
23 *duties over to Jackson.*

24
25 The Plan Commission has recommended that Resolution No. 318, approving a Certified Survey
26 Map combining and re-dividing Parcel No. 181-00-06312844F and Parcel No. 181-00-
27 06312844P be approved. That property is located on Chalet Lane and is owned by Lienau. If
28 the CSM is approved, both properties depicted on it will be zoned B-1 and will become
29 buildable lots.

30
31 *A motion was made by Clove, seconded by Baker that Resolution No. 318, approving a*
32 *Certified Survey Map combining and re-dividing Parcel No. 181-00-06312844F and Parcel No.*
33 *181-00-06312844P be passed and adopted as presented. Motion carried – All ayes.*

34
35 *At 6:50 P.M. Lienau returned to the table and resumed his duties.*

36
37 **Item No. 3. Consider a motion to discuss and act on a recommendation of the Fire**
38 **Commission to adopt an Intergovernmental Agreement with the Village of Ephraim:**

39 The members of the Fire Board have had meetings with representatives of the Village of
40 Ephraim, and the Fire Board eventually recommended that the Intergovernmental Agreement
41 which was included in the meeting packets be approved. Basically that agreement indicates
42 that the Village's First Responders will provide services in Ephraim.

43
44 *A motion was made by Baker, seconded by Zacek that the Village Board approves the*
45 *Intergovernmental Agreement between the Sister Bay-Liberty Grove Fire Department and the*
46 *Village of Ephraim as presented. Motion carried – All ayes.*

47
48 **Item No. 4. Consider a motion to approve the 2016-2017 list of Election Inspectors as**
49 **proposed by the Village Clerk:**

50 The Wisconsin Statutes require that the Village periodically adopt a list of election officials, and

1 a proposed list for 2016-2017 which was prepared by the Village Clerk was included in the
2 meeting packets.

3
4 *A motion was made by Lienau, seconded by Clove that Shirley Adams, Betty Anderson, Bob
5 Anderson, Jackie Hoekstra, Fred Landstrom, Lee Lhost and Doug VanVorous shall be appointed
6 Election Inspectors for the Village of Sister Bay for 2016 and 2017, and Carol Sandstrom, Jill
7 Lhost, Nancy Laitner, Dwight Anderson, and Mary Jo Anderson shall be appointed Alternate
8 Election Inspectors for the Village of Sister Bay for 2016 and 2017. Motion carried – All ayes.*

9
10 **Item No. 5. Consider a motion to adopt an Intergovernmental Agreement with Door County
11 on elections equipment:**

12 The County has purchased new election equipment, and an applicable Intergovernmental
13 Agreement with Door County was included in the meeting packets. The Village Clerk has
14 recommended that that agreement be approved.

15
16 *A motion was made by Clove, seconded by Zacek that the Village Board accepts the
17 recommendation of the Village Clerk and approves an Intergovernmental Agreement with Door
18 County regarding the use of election equipment. Motion carried – All ayes.*

19
20 **Item No. 8. Review of the financial statements and consideration of a motion to approve the
21 monthly bills:**

22 Payment Approval Reports for the period November 18, 2015 through December 15, 2015
23 were included in the meeting packets, and the Board members jointly reviewed those
24 documents.

25
26 *A motion was made by Lienau, seconded by Baker that the monthly bills depicted on the
27 reports which were included in the meeting packets totaling \$801,363.49 are all approved.
28 Motion carried – All ayes.*

29
30 **Item No. 6. Consider a motion to discuss and confirm President Lienau's Committee
31 appointments:**

32 Lienau is recommending that:

- 33 • Pat Duffy be appointed Chair of the Marina Fest Committee;
- 34 • Sue Lundquist be appointed to fill the vacant citizen position on the Marina Fest
35 Committee;
- 36 • Denise Bhirdo be appointed Chair of the Waterfront Oversight Committee;
- 37 • Shane Solomon be appointed as a citizen member of the Waterfront Oversight
38 Committee; and
- 39 • Nate Bell be appointed to fill the vacant seat on the Village Board. Since Bell is
40 currently a citizen member on the Plan Commission there will now be a vacancy for a
41 citizen position on the Plan Commission.

42
43 *A motion was made by Clove, seconded by Zacek that Pat Duffy shall be appointed Chair of
44 the Marina Fest Committee and Sue Lundquist shall be appointed to fill the vacant citizen
45 position on the Marina Fest Committee. Motion carried – All ayes.*

46
47 *A motion was made by Baker, seconded that Zacek that Denise Bhirdo shall be appointed
48 Chair of the Waterfront Oversight Committee and Shane Solomon shall be appointed as a
49 citizen member of that committee. Motion carried – All ayes.*

1 *A motion was made by Clove, seconded by Zacek that Nate Bell shall be appointed to fill the*
 2 *vacant seat on the Village Board and shall assume the Board member position on the Plan*
 3 *Commission. Motion carried – All ayes.*

4
 5 The Board members welcomed Bell and indicated that they look forward to working with him.
 6 He will be sworn in ASAP.

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

9 Lienau gave the following oral report regarding Door County activities:

10
 11 The members of the County's Administrative Committee met today and made the following
 12 recommendations:

- 13 • That the negotiated contract settlement with the EMS and the Sheriff's Department
- 14 bargaining units be approved;
- 15 • That a "pay for performance" plan be implemented for County employees. (In essence
- 16 cost of living pay increases will no longer be granted, but employees will receive raises
- 17 if and when they meet specific goals and objectives.);
- 18 • That since the County committed to a "meet the market" wage plan the employee pay
- 19 scale will be aged for established County positions by 1.6%; and,
- 20 • That a "high performer" bonus program be initiated.

21
 22 **Item No. 9. Report by the Village Administrator on Village activities and projects:**

23 Jackson gave the following oral report:

- 24
 25 • Work on the Bay Shore Drive Project has halted for the winter of 2015. D.O.T.
- 26 representatives have indicated that they believe work will resume in April. The
- 27 new lights will be installed as soon as they are available.
- 28 • Topsoil has been placed on the sledding hill. The employees from Hockers
- 29 Construction are working to get the project complete before the snow flies. A
- 30 crown berm is being added to direct sleds toward the bottom of the hill.
- 31 • The Beach Project is complete!!!! There are still some outstanding issues which
- 32 have to be settled with the DNR.
- 33 • Construction is underway on the Niagara Ridge Development.
- 34 • Preliminary plans for the Harbor View Development (the Old School property)
- 35 have been approved by the Plan Commission. Until the principal parties have
- 36 resolved some personal issues the project will be on hold.
- 37 • He has met with Keith Garot, Stan Wilson and representatives from the Bank of
- 38 Luxemburg, and it is his understanding that Mr. Garot will be submitting
- 39 amended plans in January.
- 40 • A final proposal has not been received from Living Labs for the Wayfinding
- 41 Signage Project yet.

42
 43 Jackson then introduced Tasha Rass, the new Finance Director, and the Board members
 44 welcomed her. Rass is looking into the possibility of calling some of the Village's
 45 general obligation bonds.

46
 47 **Item No. 2. Presentation of 2015 Stakeholder Survey Results; Discussion regarding the survey,**
 48 **and short term goal setting:**

49 The Village has accomplished an incredible amount of work in a very short period of time.

1 What was projected to be a 20 year schedule of projects was substantially completed in less
 2 than eight years. A citizen survey was mailed out recently, and the results of that survey were
 3 included in the meeting packets.

4
 5 *The Board members jointly reviewed the previously mentioned survey results, and it was the*
 6 *consensus that another survey should be mailed out in 2017. The results of the new survey will*
 7 *be reviewed by the Board members as soon as they have been tabulated.*

8
 9 **Committee Reports:**

10 **(1) Administrative Committee:**

11 The Administrative Committee made the previously mentioned Committee appointment
 12 recommendations.

13
 14 **(2) Bay Shore Drive Reconstruction Oversight Ad Hoc Committee:**

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

16
 17 **(3) Communication and Technology Committee:**

18 The Communication and Technology Committee has not met recently.

19
 20 **(4) Door County Coastal Byways Commission:**

21 No action based on the minutes which were included in the meeting packets. The Coastal
 22 Byways Commission met on December 8, 2015 but those minutes have not been
 23 completed yet. The next meeting of the Coastal Byways Commission has been scheduled
 24 for 8:30 A.M. on February 9, 2015 and it will be conducted in Fish Creek.

25
 26 **(5) DCEDC:**

27 The DCEDC met yesterday. The main topics of discussion at that meeting were wages for
 28 employees in Door County, maintaining an experienced workforce, and strategic
 29 planning.

30
 31 **(6) Economic Development Committee:**

32 The Economic Development Committee met prior to this meeting.

33
 34 **(7) Finance Committee:**

35 The Finance Committee has not met recently.

36
 37 **(8) Fire Board and Fire District Exploratory Committee:**

38 The Fire Board met two weeks ago and recommended that the previously mentioned
 39 agreement with the Village of Ephraim be approved.

40
 41 The Fire District Exploratory Committee has not met recently.

42
 43 **(9) Historical Society:**

44 The Historical Society recently held its Christmas Party. It does not appear that any
 45 Historical Society meetings will be conducted during the winter months.

46
 47 **(10) Library Commission:**

48 The Library Commission met on December 8, 2015. A great piece of artwork featuring
 49 Sister Bay was donated to the Sister Bay-Liberty Grove Library. Four telescopes were also
 50 donated to the Door County Library system and they will be loaned out to Library

- 1 patrons.
2
- 3 **(11) Marina Committee and Marina Fest Committee:**
4 No action based on the minutes which were included in the meeting packets. The
5 Marina Committee also met last week but those minutes have not been completed yet.
6 2015 was a “record year” for both seasonal and transient slip rentals.
7
8 The Marina Fest Committee will be meeting sometime in January.
9
- 10 **(12) Parks:**
11 No action based on the minutes which were included in the meeting packets.
12
- 13 **(13) Personnel Committee:**
14 The Personnel Committee has not met recently.
15
- 16 **(14) Plan Commission:**
17 No action based on the minutes which were included in the meeting packets.
18
- 19 **(15) SBAA:**
20 The approved version of the minutes for the November 5, 2015 meeting of the SBAA
21 Board of Directors was included in the meeting packets. The SBAA Board of Directors
22 met on December 3, 2015 and December 8, 2015, and the budget for 2016 was
23 approved. Zacek reported that the Village’s funding proposal will be accepted with some
24 revisions, and a formal document which contains those revisions will be presented to
25 Village officials in the near future.
26
- 27 **(16) Teen Center:**
28 A group of individuals who are interested in getting more involved with the Teen Center
29 met on December 11, 2015. Another meeting will be conducted in January, and at that
30 time recommendations will be made for Teen Center Board appointments.
31
- 32 **(17) Tourism Zone Commission:**
33 No action based on the minutes which were included in the meeting packets. Tourism
34 Zone collections have been good and work is ongoing on reporting issues.
35
- 36 **(18) Utilities – Water, Sewer, and Storm Sewer Committees:**
37 The Utilities – Water, Sewer and Storm Sewer Committees have not met recently.
38
- 39 **(19) Administration/Compensation Oversight:**
40 The Administration/Compensation Oversight Committee has not met recently.
41
- 42 **(20) Waterfront Oversight**
43 The members of the Waterfront Oversight Committee have not met yet.
44
- 45 **Item No. 12. Discussion regarding matters to be placed on a future agenda or referred to a**
46 **committee, official or employee:**
47 There were no matters to be placed on a future agenda or referred to a committee, official or
48 employee.
49
50

1 **Continuation of Item No. 10. Consider a motion to reconvene into executive session pursuant**
 2 **to Wis. Stats., §19.85(1)(c) to discuss personnel and employee benefits and §19.85(1)(g) to**
 3 **confer with legal counsel, who, either orally or in writing will advise the governmental body**
 4 **on strategy to be adopted with respect to current or likely litigation:**

5 *At 7:59 P.M. a motion was made by Lienau, seconded by Baker that the Village Board*
 6 *reconvene into executive session pursuant to Wis. Stats., §19.85(1)(c) to discuss personnel and*
 7 *employee benefits and §19.85(1)(e) to deliberate or negotiate the purchase of public*
 8 *properties, the investment of public funds, or conduct other specified public business,*
 9 *whenever competitive or bargaining reasons require a closed session.*

10
 11 *A roll call vote was taken on that motion and the Board members voted in the following*
 12 *fashion:*

13
 14 *Baker – Aye; Clove – Aye; Enquist – Aye; Lienau – Aye; Zacek – Aye.*

15
 16 *Motion carried.*

17
 18 **Item No. 11. Consider a motion to reconvene into open session:**

19 *At 8:09 P.M. a motion was made by Lienau, seconded by Clove that the Village Board*
 20 *reconvene into open session. Another roll call vote was taken and the Board members voted in*
 21 *the following fashion:*

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

24
 25 *Motion carried.*

26
 27 **Item No. 12. Consider a motion to take action if required:**

28 *No formal action was taken, but staff was directed to take the actions which were discussed in*
 29 *closed session. Motion carried – All ayes.*

30
 31 **Adjournment:**

32 *A motion was made by Baker, seconded by Clove to adjourn the meeting of the Board of*
 33 *Trustees at 8:10 P.M. Motion carried – All ayes.*

34
 35 *Respectfully submitted,*

36 

37 *Janal Suppanz,*
 38 *Assistant Administrator*

1 **VILLAGE OF SISTER BAY BOARD OF TRUSTEES MEETING MINUTES**
2 **FRIDAY, JANUARY 29, 2016**
3 **SISTER BAY-LIBERTY GROVE FIRE STATION – 2258 MILL ROAD**
4 **UNAPPROVED VERSION**
5

6 The January 29, 2016 meeting of the Village of Sister Bay Board of Trustees was called to order
7 by Village President Dave Lienau at 12:01 P.M.

8
9 **Present:** President Lienau and Trustees John Clove, Pat Duffy, Scott Baker, Nate Bell and Kathy
10 Enquist.

11
12 **Excused:** Nora Zacek

13
14 **Staff Members:** Village Administrator Zeke Jackson and Assistant Administrator Janal Suppanz.
15

16 **Approval of the Agenda and Minutes as published:**

17 *A motion was made by Clove, seconded by Baker that the Agenda for the January 29, 2016*
18 *emergency meeting of the Village of Sister Bay Board of Trustees be approved as presented.*
19 *Motion carried – All ayes.*
20

21 **Comments and correspondence:**

22 Lienau asked if anyone wished to comment regarding a non-agenda item. No one responded.
23 He then noted that no new correspondence had been received.
24

25 **Item No. 1. Consider a motion to convene into executive session pursuant to Wis. Stats.,**
26 **§19.85(1)(g) to confer with legal counsel, who, either orally or in writing will advise the**
27 **governmental body on strategy to be adopted with respect to current or likely litigation, and**
28 **§19.85(1)(e) to deliberate or negotiate the purchase of public properties, the investment of**
29 **public funds, or conduct other specified public business, whenever competitive or bargaining**
30 **reasons require a closed session:**

31 *At 12:04 P.M. a motion was made by Lienau, seconded by Clove that the Village Board*
32 *convene into executive session pursuant to Wis. Stats., §19.85(1)(g) to confer with legal*
33 *counsel, who, either orally or in writing will advise the governmental body on strategy to be*
34 *adopted with respect to current or likely litigation, and §19.85(1)(e) to deliberate or negotiate*
35 *the purchase of public properties, the investment of public funds, or conduct other specified*
36 *public business, whenever competitive or bargaining reasons require a closed session.*
37

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

40
41 *Baker – Aye; Bell – Aye; Clove – Aye; Duffy – Aye; Enquist – Aye; Lienau – Aye.*
42

43 *Motion carried.*
44

45 **Item No. 2. Consider a motion to reconvene into open session:**

46 *At 1:37 P.M. a motion was made by Lienau, seconded by Baker that the Village Board*
47 *reconvene into open session. Another roll call vote was taken and the Board members voted in*
48 *the following fashion:*
49

1 Baker – Aye; Bell – Aye; Clove – Aye; Duffy – Aye; Enquist – Aye; Lienau – Aye.

2

3 Motion carried.

4

5 **Item No. 3. Consider a motion to take action if required:**

6 A motion was made by Duffy, seconded by Baker that the Village of Sister Bay will enter into a
7 written agreement with Attorney Waltrude Arts. Motion carried – All ayes.

8

9 Staff members were also directed to take the actions which were discussed in closed session.

10

11 **Committee Reports:**

12 No Committee reports were given.

13

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

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

18

19 **Adjournment:**

20 A motion was made by Clove, seconded by Baker to adjourn the meeting of the Board of
21 Trustees at 1:39 P.M. Motion carried – All ayes.

22

23 Respectfully submitted,



24

25 Janal Suppanz,

26 Assistant Administrator

Village of Sister Bay

01/19/16
11:59

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

234
Page: 1

Inc. No.	Reported	Nature	Address	Loctn	Dsp
15-009138	17:29:46 09/07/15	911 Follow Up	10566 COUNTRY WALK DR; V.	LVSI	CLO
15-011284	11:44:40 11/03/15	911 Follow Up	2311 MEADOW WOOD DR; V. Si	LVSI	CLO
15-011513	17:09:17 11/09/15	911 Follow Up	2468 SUNNYSIDE RD; V. Sist	LVSI	CLO
15-008882	12:05:33 09/01/15	911 Hang Up	MARINERS POINTE DR & SISTE	LVSI	CLO
15-009739	11:34:52 09/23/15	911 Hang Up	10855 N SPRING RD; V. Sist	LVSI	CLO
15-011716	13:10:06 11/14/15	911 Hang Up	10566 COUNTRY WALK DR; V.	LVSI	CLO
15-011144	11:33:29 10/30/15	Additional Pat	N SPRING RD; Sister Bay-V,	LVSI	CLO
15-009615	19:15:41 09/19/15	Alarm	2669 S BAY SHORE DR; V. Si	LVSI	CLO
15-010472	08:12:48 10/13/15	Alarm	2438 S BAY SHORE DR; V. Si	LVSI	CLO
15-011477	13:27:51 11/08/15	Alarm	2669 S BAY SHORE DR; V. Si	LVSI	CLO
15-011702	08:57:36 11/14/15	Alarm	2669 S BAY SHORE DR; V. Si	LVSI	CLO
15-012430	22:26:45 12/04/15	Alarm	2669 S BAY SHORE DR; V. Si	LVSI	CLO
15-012773	22:12:21 12/16/15	Alarm	10626 WESTWOOD DR; V. Sist	LVSI	CLO
15-013119	10:56:05 12/27/15	Alarm	2669 S BAY SHORE DR; V. Si	LVSI	CLO
15-009137	16:41:53 09/07/15	Animal Problem	SAND BAY PARK BEACH, Siste	LVSI	CLO
15-011360	07:02:30 11/05/15	Animal Problem	ST HY 57; EASTBOUND FROM T	LVSI	CLO
15-009499	21:29:08 09/16/15	Breathing	2387 COUNTRY WALK DR; V. S	LVSI	CLO
15-012000	19:40:27 11/20/15	Breathing	10560 APPLEWOOD RD; V. Sis	LVSI	CLO
15-009646	13:25:39 09/20/15	Citizen Assist	10493 E STONY RIDGE CIR; U	LVSI	CLO
15-009712	14:24:28 09/22/15	Citizen Assist	10685 N BAY SHORE DR; V. S	LVSI	CLO
15-009933	14:09:40 09/28/15	Citizen Assist	10493 E STONY RIDGE CIR; V	LVSI	CLO
15-010362	11:37:55 10/10/15	Citizen Assist	2457 S BAY SHORE DR; V. Si	LVSI	CLO
15-010623	03:48:29 10/17/15	Citizen Assist	2387 COUNTRY WALK DR; APT 5	LVSI	CLO
15-011225	13:51:52 11/01/15	Citizen Assist	2408 FLINT RIDGE RD; V. Si	LVSI	CLO
15-011314	00:37:08 11/04/15	Citizen Assist	10641 N BAY SHORE DR; V. S	LVSI	CLO
15-011346	18:15:48 11/04/15	Citizen Assist	2408 FLINT RIDGE RD; V. Si	LVSI	CLO
15-010050	07:29:26 10/02/15	Dead Body	10554 APPLEWOOD RD; V. Sis	LVSI	CLO
15-011680	16:04:33 11/13/15	Dead Body	10560 APPLEWOOD RD; V. Sis	LVSI	CLO
15-010331	17:33:22 10/09/15	Disorderly	10573 COUNTRY WALK DR; V.	LVSI	CLO
15-010683	17:55:00 10/18/15	Disorderly	10641 N BAY SHORE DR; V. S	LVSI	CLO
15-013246	10:32:23 12/29/15	Dog Bite	10711 WOODCREST LN; V. Sis	LVSI	CLO
15-011215	07:26:02 11/01/15	Domestic Abuse	2408 FLINT RIDGE RD; V. Si	LVSI	CAA
15-010240	13:38:45 10/07/15	Fall	10698 N BAY SHORE DR; V. S	LVSI	CLO
15-012838	14:08:04 12/18/15	Fall	2438 S BAY SHORE DR; V. Si	LVSI	CLO
15-010460	18:30:13 10/12/15	Fire	2210 SCANDIA RD; V. Sister	LVSI	CLO
15-011523	20:55:33 11/09/15	Fire	N SPRING RD; S END, Sister	LVSI	ACT
15-010632	13:03:57 10/17/15	Fire Alarm	10673 REGATTA WAY, Sister	LVSI	CLO
15-011318	06:48:55 11/04/15	Fire Alarm	2541 S BAY SHORE DR; V. Si	LVSI	ACT
15-011432	13:00:18 11/07/15	Fire Alarm	10560 APPLEWOOD RD; V. Sis	LVSI	CLO
15-011509	13:54:28 11/09/15	Fire Alarm	10560 APPLEWOOD RD; V. Sis	LVSI	CLO
15-012246	15:09:54 11/28/15	Fire Alarm	10560 APPLEWOOD RD; V. Sis	LVSI	CLO
15-010897	11:57:54 10/24/15	Found Property	2541 S BAY SHORE DR; V. Si	LVSI	CLO
15-010834	18:35:39 10/22/15	Fraud	2397 MAPLE DR; V. Sister B	LVSI	UNF
15-013076	08:04:13 12/26/15	Fraud	2431 S BAY SHORE DR; V. Si	LVSI	CLO
15-011369	14:08:45 11/05/15	Harassment	2408 FLINT RIDGE RD; V. Si	LVSI	CLO
15-011989	14:44:09 11/20/15	Harassment	2257 MILL RD; V. Sister Ba	LVSI	CLO
15-010171	13:57:09 10/05/15	Heart Problem	2521 S BAY SHORE DR; V. Si	LVSI	CLO
15-011180	10:59:52 10/31/15	Hemorrhage	2541 S BAY SHORE DR; V. Si	LVSI	CLO
15-011249	05:43:37 11/02/15	Hemorrhage	2393 GATEWAY DR; ROOM 113,	LVSI	CLO
15-012657	19:37:33 12/12/15	Huber Check	10611 N HIGHLAND RD; V. Si	LVSI	CLO
15-013067	19:28:53 12/25/15	Huber Check	10611 N HIGHLAND RD; V. Si	LVSI	CLO
15-009197	10:51:10 09/09/15	Information	2217 MAPLE DR; V. Sister B	LVSI	CLO
15-010392	05:56:16 10/11/15	Lift Assist	10759 N SPRING RD; V. Sist	LVSI	CLO
15-009656	20:16:19 09/20/15	Medical	10587 WESTWOOD DR; V. Sist	LVSI	CLO
15-009688	18:08:43 09/21/15	Medical	2387 COUNTRY WALK DR; V. S	LVSI	CLO

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Inc. No.	Reported	Nature	Address	Loctn	Dsp
15-010628	10:17:44 10/17/15	Medical	S BAY SHORE DR & MEADOW LN	LVSI	CLO
15-011459	06:18:58 11/08/15	Medical	10636 BLUFFSIDE LN; V. Sis	LVSI	CLO
15-012888	11:33:01 12/20/15	Motorist Assist	10611 N HIGHLAND RD; V. Si	LVSI	CLO
15-012286	10:51:13 11/30/15	Neighbor Troubl	2261 MILL RD; APT 12Aer Ba	LVSI	CLO
15-009183	18:52:39 09/08/15	Parking Problem	10566 COUNTRY WALK LN; Sis	LVSI	CLO
15-009317	09:55:21 09/12/15	Parking Problem	10590 COUNTRY WALK DR; V.	LVSI	CLO
15-010338	20:06:04 10/09/15	Parking Problem	10635 N BAY SHORE DR; V. S	LVSI	CLO
15-011209	02:55:55 11/01/15	Parking Problem	MILL RD & MAPLE DR; Sister	LVSI	CLO
15-012330	17:27:51 12/01/15	Parking Problem	2323 MILL RD; V. Sister Ba	LVSI	CLO
15-009076	11:15:16 09/06/15	Pd Accident	S BAY SHORE DR & COUNTRY W	LVSI	CLO
15-009479	12:39:43 09/16/15	Pd Accident	10698 N BAY SHORE DR; V. S	LVSI	CLO
15-010368	13:13:15 10/10/15	Pd Accident	10698 N BAY SHORE DR; V. S	LVSI	CLO
15-010626	08:52:43 10/17/15	Pd Accident	2445 S BAY SHORE DR; V. Si	LVSI	CLO
15-010639	15:08:21 10/17/15	Pd Accident	10771 N SPRING RD; V. Sist	LVSI	ACT
15-010714	14:11:47 10/19/15	Pd Accident	N BAY SHORE DR & SCANDIA R	LVSI	CLO
15-010894	10:03:20 10/24/15	Pd Accident	N BAY SHORE DR; Sister Bay	LVSI	CLO
15-011540	12:19:45 11/10/15	Pd Accident	ST HY 57 & COUNTRY WALK DR	LVSI	CLO
15-011608	06:34:12 11/12/15	Pd Accident	ST HY 57; Sister Bay-V; 1	LVSI	CLO
15-012219	18:04:35 11/27/15	Pd Accident	ST HY 57; Sister Bay-V; DC	LVSI	CLO
15-013309	13:54:25 12/31/15	Pd Accident	CANTERBURY LN & APPLEWOOD	LVSI	CLO
15-010089	23:16:19 10/02/15	Reckless Driver	ST HY 57; Sister Bay-V; AP	LVSI	CLO
15-011969	07:34:48 11/20/15	Reckless Driver	ST HY 57; Sister Bay-V; SO	LVSI	CLO
15-012422	19:05:45 12/04/15	Reckless Driver	ST HY 57; NORTHBOUND, Siste	LVSI	CLO
15-012601	17:11:42 12/10/15	Restraining Vio	10592 COUNTRY WALK DR; V.	LVSI	CAA
15-012618	13:14:55 12/11/15	Restraining Vio	10493 E STONY RIDGE CIR; V	LVSI	RDA
15-009248	15:39:56 09/10/15	Stray Animal	2622 S BAY SHORE DR; V. Si	LVSI	CLO
15-009584	22:10:05 09/18/15	Suicide Threats	SISTER BAY BEACH, Sister B	LVSI	CLO
15-009016	00:50:02 09/05/15	Suspicious	SISTER BAY BEACH, Sister B	LVSI	CLO
15-009169	09:39:27 09/08/15	Suspicious	10610 MEADOW LN; V. Sister	LVSI	CLO
15-009224	00:14:22 09/10/15	Suspicious	OVERFLOW PARKING LOT SISTE	LVSI	CLO
15-009685	17:01:45 09/21/15	Suspicious	2258 MILL RD; V. Sister Ba	LVSI	ACT
15-009825	15:55:04 09/25/15	Suspicious	10716 N BAY SHORE DR; V. S	LVSI	CLO
15-010254	22:24:55 10/07/15	Suspicious	E STONY RIDGE CIR; Sister	LVSI	CLO
15-010619	01:31:23 10/17/15	Suspicious	N BAY SHORE DR & MILL RD;	LVSI	CLO
15-010661	00:13:00 10/18/15	Suspicious	MILL RD & PARKVIEW LN; Sis	LVSI	CLO
15-010663	04:59:32 10/18/15	Suspicious	2280 SCANDIA RD; V. Sister	LVSI	CLO
15-010686	18:57:01 10/18/15	Suspicious	2400 CHERRYWOOD LN; V. Sis	LVSI	CLO
15-011528	23:40:15 11/09/15	Suspicious	2521 S BAY SHORE DR; V. Si	LVSI	CLO
15-011614	10:05:49 11/12/15	Suspicious	10588 COUNTRY WALK DR; V.	LVSI	CLO
15-012441	11:45:53 12/05/15	Suspicious	10641 N BAY SHORE DR; V. S	LVSI	CAA
15-012489	09:09:40 12/07/15	Suspicious	2267 SCANDIA RD; V. Sister	LVSI	CLO
15-008975	23:35:53 09/03/15	Tavern Check	10641 N BAY SHORE DR; V. S	LVSI	CLO
15-010966	23:56:06 10/25/15	Tavern Check	10641 N BAY SHORE DR; V. S	LVSI	CLO
15-011120	00:02:20 10/30/15	Tavern Check	10640 N BAY SHORE DR; V. S	LVSI	CLO
15-012336	00:50:04 12/02/15	Tavern Check	10641 N BAY SHORE DR; V. S	LVSI	CLO
15-012337	00:52:53 12/02/15	Tavern Check	10640 N BAY SHORE DR; V. S	LVSI	CLO
15-012746	23:58:29 12/15/15	Tavern Check	10641 N BAY SHORE DR; V. S	LVSI	CLO
15-009665	10:32:23 09/21/15	Theft	10796 N BAY SHORE DR; V. S	LVSI	UNF
15-009892	00:40:19 09/27/15	Theft	10641 N BAY SHORE DR; V. S	LVSI	UNF
15-010656	19:12:10 10/17/15	Theft	10641 N BAY SHORE DR; V. S	LVSI	CLO
15-011617	11:36:23 11/12/15	Theft	2261 MILL RD; V. Sister Ba	LVSI	ACT
15-012505	16:05:48 12/07/15	Theft	2261 MILL RD; V. Sister Ba	LVSI	CLO
15-009667	10:53:47 09/21/15	Traffic Offense	N BAY SHORE DR & SCANDIA R	LVSI	CLO
15-010301	11:44:33 10/09/15	Vandalism	2259 MILL RD; V. Sister Ba	LVSI	CLO
15-010367	13:09:28 10/10/15	Vandalism	2259 MILL RD; V. Sister Ba	LVSI	CLO

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

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Inc. No.	Reported	Nature	Address	Loctn	Dsp
15-010692	21:03:09 10/18/15	Vandalism	10641 N BAY SHORE DR; V. S	LVSI	CLO
15-010704	08:10:29 10/19/15	Vandalism	2259 MILL RD; V. Sister Ba	LVSI	CLO
15-010785	12:04:00 10/21/15	Vandalism	10640 N BAY SHORE DR; V. S	LVSI	CLO
15-011427	11:47:53 11/07/15	Vandalism	2257 MILL RD; V. Sister Ba	LVSI	ACT
15-011705	09:44:50 11/14/15	Vehicle Defect	10781 CARDINAL CT; Sister	LVSI	CLO
15-012124	14:23:50 11/24/15	Vehicle Defect	2541 S BAY SHORE DR; V. Si	LVSI	CLO
15-011835	16:27:36 11/17/15	Wanted Person	10438 ORCHARD DR; V. Siste	LVSI	CLO
15-008884	13:08:59 09/01/15	Welfare Check	2258 MILL RD; V. Sister Ba	LVSI	CLO
15-009862	13:12:26 09/26/15	Welfare Check	10438 ORCHARD DR; V. Siste	LVSI	CLO
15-011395	10:06:44 11/06/15	Wire Down	N SPRING RD; Sister Bay-V;	LVSI	CLO

Total Incidents for This Report: 120

Report Includes:

All dates between `00:00:00 09/01/15` and `23:59:59 12/31/15`
 All location codes matching `LVSI`
 All cities
 All addresses
 All agencies
 All offenses observed
 All offenses reported
 All offense codes
 All nature of incidents
 All circumstance codes

*** End of Report /tmp/rpt--ahEa-rplwiah.r2_19 ***

COMPARISON OF DOOR CO. SHERIFF DEPT INCIDENT TOTALS (SEPT thru DEC 2015)

TOWN OF BAILEYS HARBOR	144
TOWN OF BRUSSELS	179
TOWN OF CLAY BANKS	45
TOWN OF EGG HARBOR	209
TOWN OF FORESTVILLE	107
TOWN OF GARDNER	135
TOWN OF GIBRALTAR	204
TOWN OF JACKSONPORT	95
TOWN OF LIBERTY GROVE	185
TOWN OF NASEWAUPEE	276
TOWN OF SEVASTOPOL	248
TOWN OF STURGEON BAY	102
TOWN OF UNION	93
TOWN OF WASHINGTON	56
VILLAGE OF EGG HARBOR	85
VILLAGE OF EPHRAIM	36
VILLAGE OF FORESTVILLE	26
VILLAGE OF SISTER BAY	120



VILLAGE OF SISTER BAY BOARD REPORT

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

Meeting Date: 02/16/16
Item No. 2

Recommendation: Consider a recommendation of the Plan Commission and Economic Development Committee to approve a preliminary plan of development for the Braun Property.

Authorize staff to expend funds from the unassigned reserve balance in an amount of up to \$15,000 to develop a condo plat, site survey, survey map, and condo ownership documents.

Background: The Braun Property has been for sale for redevelopment since 2008. In that time, no serious candidates made any proposal to the Village via Mr. Braun. The Village acquired the property with the assistance of DOT and DNR in 2015. The Village received no serious inquiries until relatively recently when staff encouraged individual interested parties to submit offers for individual lots. All efforts to find a single developer have, thus far, been fruitless on the part of staff or the efforts of DCEDC.

The major reason that DCEDC (and consulting staff from the City of Sturgeon Bay) feel preclude this site from development has been the lack of a transparent TIF credit policy, without which, developers are choosing lower hanging fruit in other municipalities with established credit policies (De Pere, for example, offers 30%).

After 10 years of seeking a private developer to take on the entire site as a project, staff felt it prudent to advise that the Board consider going in a different direction.

By lotting the property out, it makes it accessible to many more parties that may choose to develop in a “as ready” fashion, rather than one single large development.

The Village has received numerous calls since that idea has been floated out, and one legal offer to purchase.

The Economic Development Committee and Plan Commission have held numerous meetings on the topic, the first of which the public was invited to participate in “Community Prototyping” through an interactive planning process. 4 designs were produced in teams at this initial public meeting. From those designs, the Economic Development Committee met a number of times to produce a consensus model which they feel will be conducive to development and will foster the Village’s sense of community and connectivity.

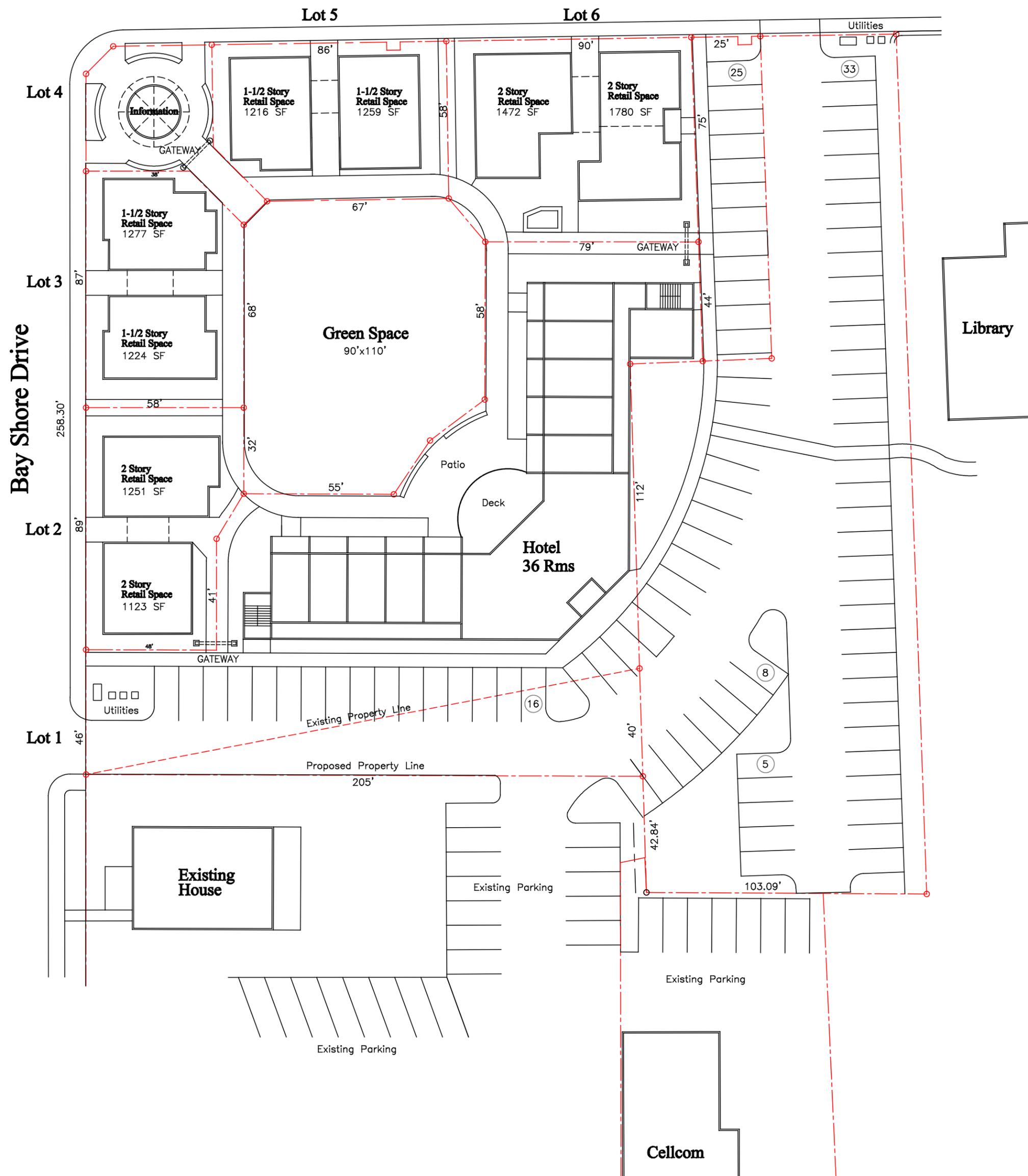
Fiscal Impact:

- up to \$120,000 annually in TIF revenue if fully developed
- facilitates return of Village’s \$625,000 outlay for the property.
- potential increase in room tax collections if we are successful in attracting a hotel developer

Respectfully submitted,

Zeke Jackson
Village Administrator

Mill Road



Sister Bay Market Place

Prepared By: Steve Thomas

Date: 2-12-2016

New Parking Provided	87 Spaces
New Retail Space 1st Floor	10,600 SF
New Hotel Above Grade	26,000-34,400 SF
New Hotel Walk-Out Level	8000-9000 SF

Mill Road



Sister Bay Market Place

Prepared By: Steve Thomas

Date: 2-12-2016

New Parking Provided	87 Spaces
New Retail Space 1st Floor	10,600 SF
New Hotel Above Grade	26,000-34,400 SF
New Hotel Walk-Out Level	8000-9000 SF



VILLAGE OF SISTER BAY BOARD REPORT

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

Meeting Date: 02/16/16

Item No. 3

Recommendation: Consider a motion to approve Resolution No. 322-021616 Approving a Certified Survey Map for the Portion of Village of Sister Bay Parcel No. 181-0008312812m Located at Canterbury Ln.

Background: This CSM is a part of a development agreement already approved by the Village for Good Samaritan Society related to public improvements to extend Canterbury Ln. This CSM will allow the Village to officially take possession of the improvements, and control of the property.

Fiscal Impact:

-Ongoing maintenance costs.

-Increase in state road aid funding.

Respectfully submitted,

Zeke Jackson
Village Administrator

RESOLUTION № 322-021616
APPROVING A CERTIFIED SURVEY MAP FOR THE PARCEL NO. 181-
0008312812M

WHEREAS, the Plan Commission of the Village of Sister Bay has reviewed a Certified Survey Map (CSM) for the portion of Village of Sister Bay Parcel No. 181-0008312812M located at Canterbury Ln, which creates a lot for the dedication of public improvements and the extension of Canterbury Ln, and has recommended that the CSM be approved;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Sister Bay, Wisconsin that the attached CSM prepared by Michael G. McCarty, dated _____ 2016, be and is hereby approved.

BE IT FURTHER RESOLVED that the Village Clerk shall see that the CSM is recorded in the Office of the Door County Register of Deeds.

INTRODUCED at a regular meeting of the Board of Trustees of the Village of Sister Bay held this 16th day of February 2016.

Passed and adopted this ___ day of _____, 2016.

David W. Lienau, President

ATTEST:

Christy Sully, Village Clerk WCPC

VOTE: Ayes _____ Noes _____

CERTIFIED SURVEY MAP

BEING A REVISION OF:
**LOT 1 OF C.S.M. NO. 2567, AS RECORDED AT
 VOL. 15, PAGE 219 OF CERTIFIED SURVEY MAPS
 AS DOCUMENT NO. 739274**

LOCATED IN:
**THE NW 1/4 OF THE NE 1/4 OF
 SECTION 8, TOWN 31 NORTH, RANGE 28 EAST,
 VILLAGE OF SISTER BAY, DOOR COUNTY,
 WISCONSIN.**

SURVEYOR'S CERTIFICATE:

I, Michael G. McCarty, Registered Land Surveyor for Baudhuin Incorporated, do hereby certify that we have surveyed the following described parcel:

A parcel of land being a revision of C.S.M. No. 2567, as recorded at Vol. 15, Page 219 of Certified Survey Maps as Document No. 739274, located in the NW 1/4 of the NE 1/4 of Section 8, Township 31 North, Range 28 East, Village of Sister Bay, Door County, Wisconsin, more particularly described as follows:

Commencing at the North 1/4 Corner of said Section 8-31-28; thence S.00°12'22" E., 200.00 feet along the west line of the NW 1/4 of the NE 1/4 of said Section 8-31-28 to the northerly right of way line of Canterbury Lane; thence N. 88°48'19" E., 466.22 feet along said northerly right of way line to the intersection of said northerly right of way line and the easterly right of way line of Applewood Road, said point also being the point of beginning of lands to be described; thence N. 88°48'19" E., 866.82 feet; thence S. 00°13'58" E., 68.85 feet; thence Westerly, 122.11 feet along the arc of a 405.19 foot radius curve to the left whose chord bears N. 82°17'03" W., 121.65 feet (incl. $\leq 17^{\circ}16'03''$); thence S. 88°48'19" W., 526.64 feet; thence S. 02°27'11" W., 237.90 feet; thence N. 84°22'05" W., 209.71 feet to the aforementioned easterly right of way line of Applewood Road; thence N. 00°12'31" W., 262.53 feet along said easterly right of way line to the point of beginning.

Said parcel contains 92,340 square feet (2.12 acres) and is subject to and benefited by a Pond Access Easement as mapped and described at the aforementioned C.S.M. No. 2567.

I further certify that the attached map is a true representation of said property and correctly shows the exterior boundaries and correct measurements thereof, and also shows structures thereon, and visible encroachments, if any. Also, I have fully complied with Chapter 236.34 of the Wisconsin State Statutes.

Dated: _____

 Michael G. McCarty S-2298

CERTIFIED SURVEY MAP

LOCATED IN:
THE NW 1/4 OF THE NE 1/4 OF
SECTION 8, TOWN 31 NORTH, RANGE 28 EAST,
VILLAGE OF SISTER BAY, DOOR COUNTY,
WISCONSIN.

OWNER'S CERTIFICATE: **Tom Syverson**

As Executive Vice President / Chief Operating Officer for The Evangelical Lutheran Good Samaritan Society, I, ~~David J. Horazdovsky~~ do hereby certify that I have caused the land depicted on this certified survey map to be surveyed, divided and mapped as represented on this certified survey map. I also certify that this certified survey map is required by S.236.34 to be submitted to the Village of Sister Bay for approval or objection in accordance with current land division ordinances.

Dated: _____

Tom Syverson

~~David J. Horazdovsky~~, Executive Vice President / Chief Operating Officer
The Evangelical Lutheran Good Samaritan Society

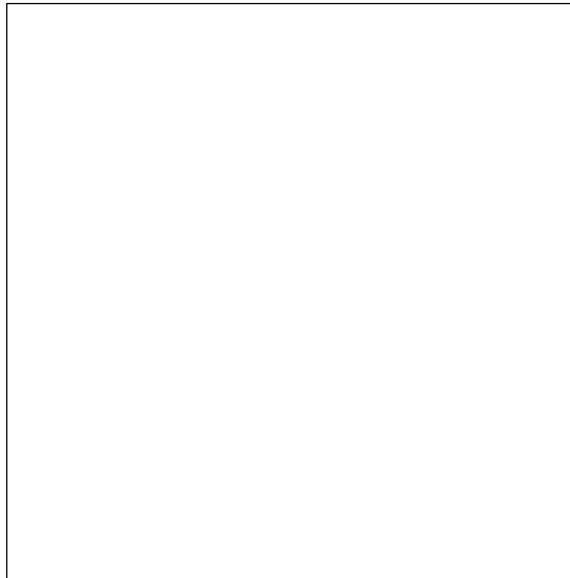
VILLAGE OF SISTER BAY CERTIFICATE:

I hereby certify that this certified survey map was submitted to and approved by
The Village of Sister Bay.

Dated: _____

Zeke Jackson
Village Administrator

Door County Register of Deeds





VILLAGE OF SISTER BAY BOARD REPORT

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

Meeting Date: 02/16/16
Item No. 4

Recommendation: Consider a motion to act on a recommendation of the Plan Commission to approve an amendment to the development with Good Samaritan Society (SCAND).

Background: SCAND was compelled to make a number of public and private improvements as a part of their recent expansion project (2013). Those improvements included a public street, street lights, and private improvements built according to the Village's Zoning Code.

SCAND subsequently installed parking lot lighting according to the terms of the development agreement. Lighting as a result of this installation resulted in a number of complaints from adjoining property owners. The Village has not determined if the lighting installed meets the strict letter of the Zoning Ordinances. Staff believes the complaints are driven by:

1. The Novelty of the lights
2. The elevation differences between private residences along Maple Dr and the parking lights at SCAND.

SCAND was compelled to install street lights in addition to these parking lights; staff determined that this would result in an excess amount of lighting in the area and requested that SCAND cease the installation work thereon.

One light in particular continues to offend Ms. Bhirdo, a property owner on Maple. The Plan Commission recommends paying for the cost of retrofitting this light (light #10) of approximately \$2500 to remove the perceived nuisance from Ms. Bhirdo's view.

SCAND officials present at the Plan Commission meeting deemed this an acceptable compromise and stress that they would like to close this project out.

Fiscal Impact:

\$2500 in reimbursements to SCAND

Respectfully submitted,

Zeke Jackson
Village Administrator

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**AMENDMENT 1
DEVELOPMENT AGREEMENT
FOR
THE EVANGELICAL LUTHERAN GOOD SAMARITAN SOCIETY
d.b.a. GSS – SCANDIA VILLAGE**

VILLAGE OF SISTER BAY, DOOR COUNTY, WISCONSIN

THIS AMENDMENT TO THE AGREEMENT made this 26th day of January, 2016 between The Evangelical Lutheran Good Samaritan Society, P.O. Box 5038, Sioux Falls, South Dakota 57117-5038, hereinafter called "Developer," and the Village of Sister Bay in the County of Door and the State of Wisconsin, hereinafter called the "Village."

WITNESSETH:

WHEREAS,

1. The Developer shall have no obligation to install the six (6) street lights #1 through #6 as shown on Exhibit A, E0.1 of the development agreement and construction documents. Future street light installations shall be done by the Village.
2. The Developer shall keep the parking light at the corner of the Canterbury Extension and private drive, parking light #7 as shown on Exhibit A, E0.1. The Developer shall install shrouding and a control switch on parking light #7 and #10 such that there will not be more than 0.5 foot candles of light trespass at the property line of Developer’s property.
3. The Village will reimburse the developer up to \$2500 for the installation of a shroud and control switch on light #10.

DEVELOPMENT AGREEMENT

SECTION XXVI. AMENDMENTS: The Village and the Developer, by mutual consent, may amend this Developer's Agreement at any meeting of the Village Board. The Village shall not, however, consent to an amendment until after first having received a recommendation from the Village’s Plan Commission.

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

The Evangelical Lutheran Good Samaritan Society

By: _____

Authorized Signatory

**STATE OF SOUTH DAKOTA
COUNTY OF MINNEHAHA**

Personally came before me this _____ day of _____, 2016, the above named _____, Authorized Signatory of The Evangelical Lutheran Good Samaritan Society, P.O. Box 5038, Sioux Falls, South Dakota 57117-5038, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of SD
My commission expires: _____

**Village of Sister Bay
Door County, Wisconsin**

Village Administrator

Village Clerk

**STATE OF WISCONSIN
COUNTY OF DOOR**

Personally came before me this _____ day of _____, 2016, the above named _____, Village President and _____, Village Clerk of the Village of Sister Bay, to me known to be the persons who executed the foregoing instrument and to me known to be such Village President and Village Clerk of said municipal corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said municipal corporation by its authority and pursuant to the authorization by the Village Board from their meeting on the _____ day of _____, 2016.

Notary Public, State of WI
My commission expires: _____

Approved As To Form:

Village Attorney

As Revised _____



VILLAGE OF SISTER BAY BOARD REPORT

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

Meeting Date: 02/16/16

Item No. 5

Recommendation: Consider a motion to act on a recommendation of the Plan Commission to approve CSM for Husby's (John Sawyer) and adjoining property, and adopt resolution 322-021616.

Background: John Sawyer and Husby's are attempting to purchase the Johnson property immediately south of the Husby's property. This CSM will reset lines between the two properties, in particular, the old gas station office now occupied by Door County Ice Cream Factory. Parcel owners agree to 0' side setback; this is permitted in the Zoning Code. The properties are addressed as 10641 and 10647 Bay Shore Dr.

Fiscal Impact:

None at this time.

Respectfully submitted,

Zeke Jackson
Village Administrator

RESOLUTION № 323-021616
APPROVING A CERTIFIED SURVEY MAP FOR THE PARCELS NO. 181-210305 AND 181-210303A

WHEREAS, the Plan Commission of the Village of Sister Bay has reviewed a Certified Survey Map (CSM) for the portion of Village of Sister Bay Parcel No. 181-210305 AND 181-210303A located at Maple Dr. and Bay Shore Dr, which amends and recreates the existing lot lines, and has recommended that the CSM be approved;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Sister Bay, Wisconsin that the attached CSM prepared by Michael G. McCarty, dated _____ 2016, be and is hereby approved.

BE IT FURTHER RESOLVED that the Village Clerk shall see that the CSM is recorded in the Office of the Door County Register of Deeds.

INTRODUCED at a regular meeting of the Board of Trustees of the Village of Sister Bay held this 16th day of February 2016.

Passed and adopted this ___ day of _____, 2016.

David W. Lienau, President

ATTEST:

Christy Sully, Village Clerk WCPC

VOTE: Ayes _____ Noes _____

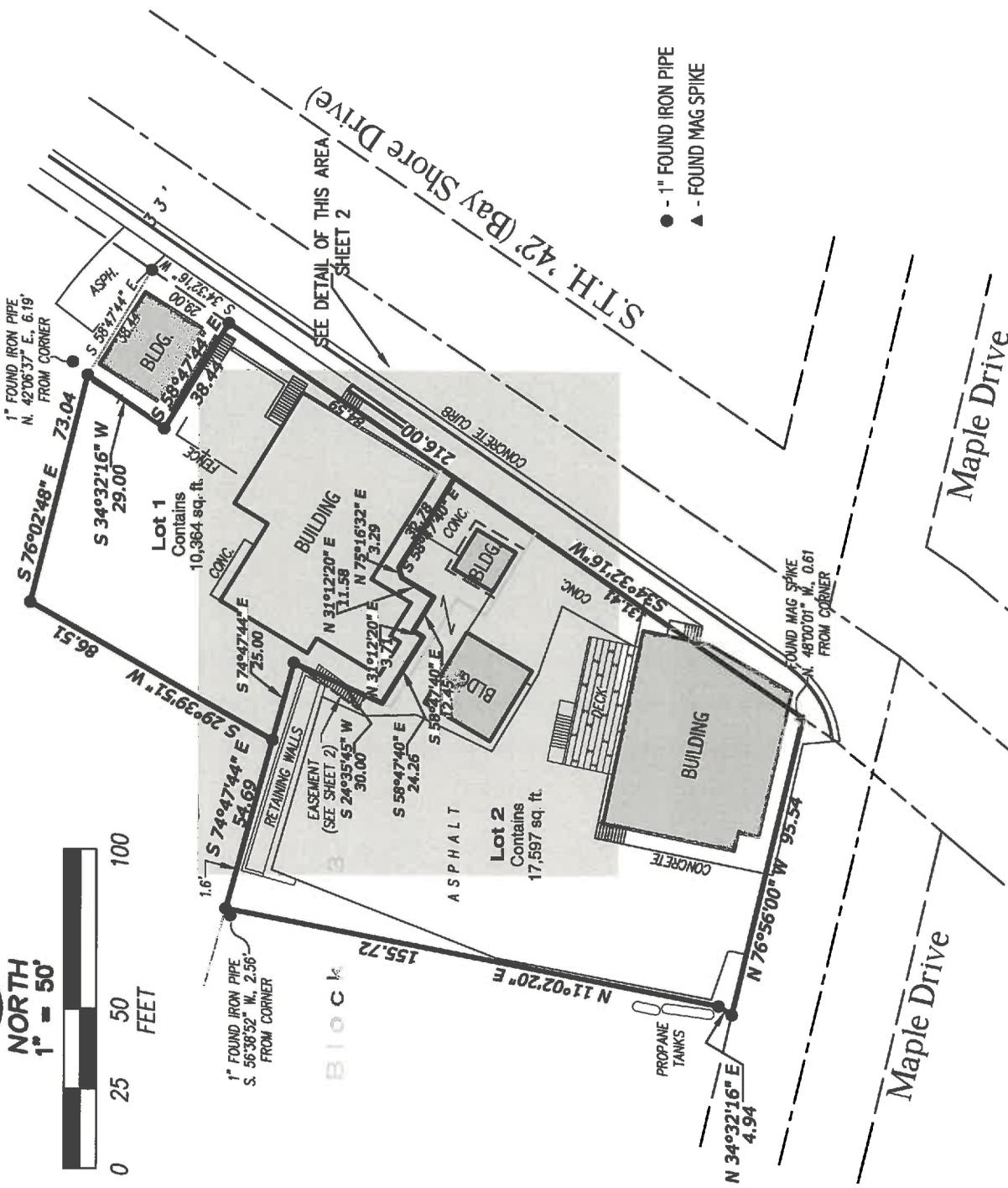
CERTIFIED SURVEY MAP

BEING:
A RE-DIVISION OF LOTS 1 & 2 OF C.S.M. NO. 2672
AS RECORDED AT VOL. 16, PA. 107 OF
CERTIFIED SURVEY MAPS
AS DOCUMENT NO. 755495.

LOCATED IN:
GOVERNMENT LOT 4 OF SECTION 5,
TOWNSHIP 31 NORTH, RANGE 28 EAST,
VILLAGE OF SISTER BAY, DOOR COUNTY,
WISCONSIN.



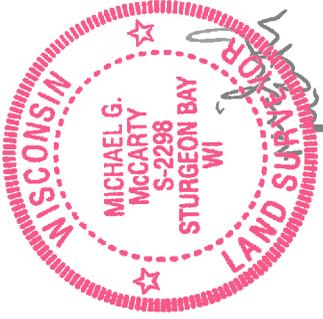
NORTH
1" = 50'



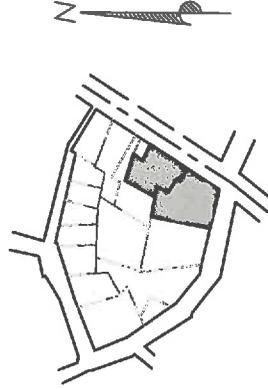
● - 1" FOUND IRON PIPE
▲ - FOUND MAG SPIKE

Maple Drive

Maple Drive



LOCATION SKETCH
BLOCK 3 - ASSESSOR'S PLAT NO. 1



1" = 500'

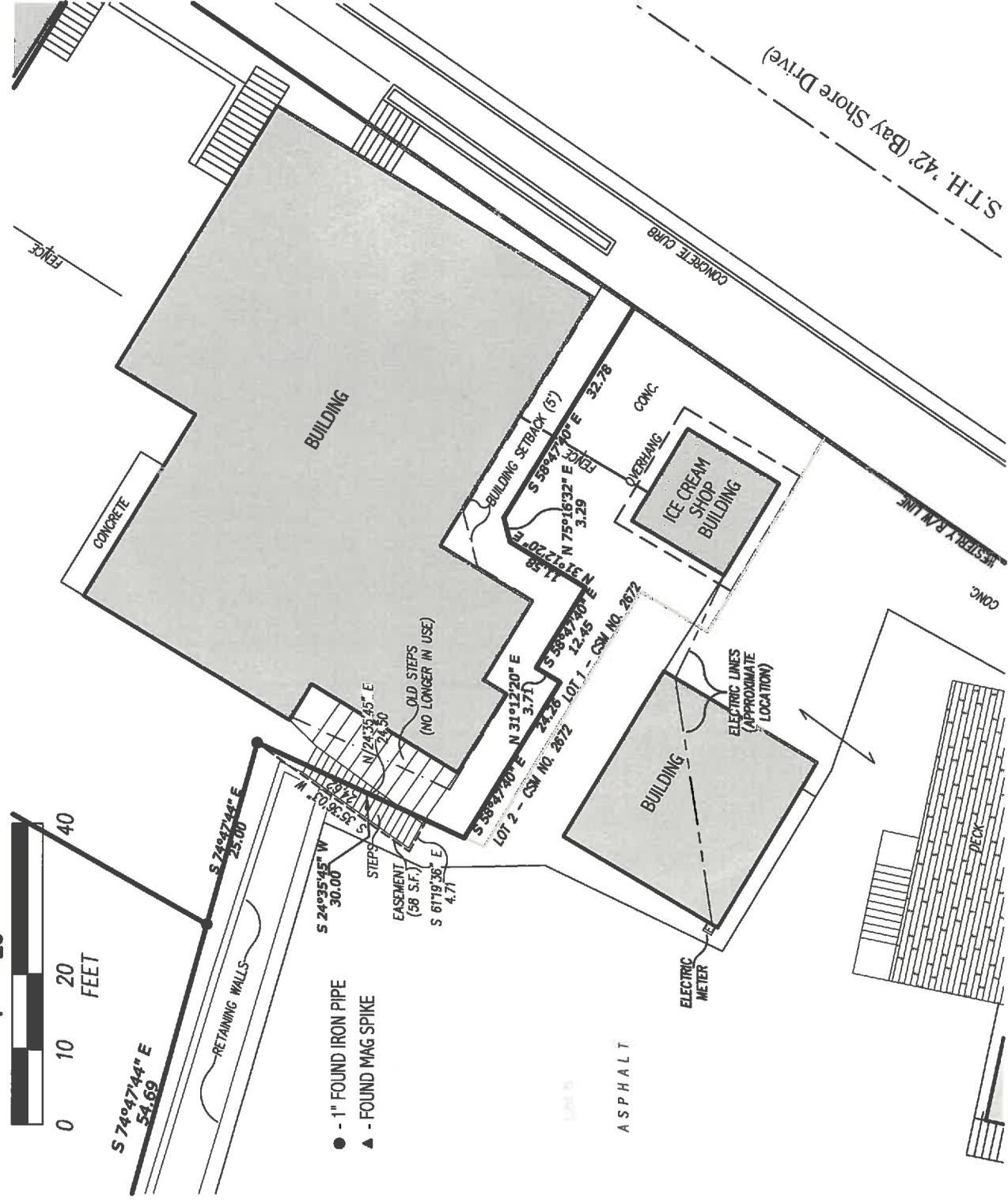
CERTIFIED SURVEY MAP

BEING:
A RE-DIVISION OF LOTS 1 & 2 OF C.S.M. NO. 2672
AS RECORDED AT VOL. 16, PA. 107 OF
CERTIFIED SURVEY MAPS
AS DOCUMENT NO. 755495.

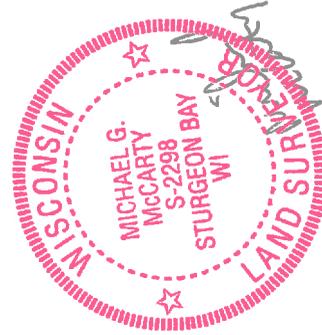
LOCATED IN:
GOVERNMENT LOT 4 OF SECTION 5,
TOWNSHIP 31 NORTH, RANGE 28 EAST,
VILLAGE OF SISTER BAY, DOOR COUNTY,
WISCONSIN.



NORTH
1" = 20'



- - 1" FOUND IRON PIPE
- ▲ - FOUND MAG SPIKE





Stock No. 26273

CERTIFIED SURVEY MAP

BEING:
A RE-DIVISION OF LOTS 1 & 2 OF C.S.M. NO. 2672
AS RECORDED AT VOL. 16, PA. 107 OF
CERTIFIED SURVEY MAPS
AS DOCUMENT NO. 755495.

LOCATED IN:
GOVERNMENT LOT 4 OF SECTION 5,
TOWNSHIP 31 NORTH, RANGE 28 EAST,
VILLAGE OF SISTER BAY, DOOR COUNTY,
WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, Michael G. McCarty, Professional Land Surveyor for Baudhuin Incorporated, do hereby certify that under the direction of Husby's JS, LLC, we have surveyed the following described parcel:

A parcel of land being a re-division of Lots 1 & 2 of C.S.M. No. 2672 as recorded at Vol. 16, Pa. 107 of Certified Survey Maps as Document No. 755495, located in Government Lot 4 of Section 5, Township 31 North, Range 28 East, Village of Sister Bay, Door County, Wisconsin.

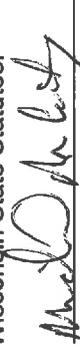
Said parcel contains 27,961 square feet and is subject to and benefited by the following described easement (together with all other easements of record):

An easement for the use and maintenance of a stairwell being part of Lot 2 of C.S.M. No. 2672 as recorded at Vol. 16, Pa. 107 of Certified Survey Maps as Document No. 755495 (Lot 2 as shown on this C.S.M.). More particularly described as follows:

Commencing at the NW corner of Lot 2 of said C.S.M. No. 2672; thence S. 74°47'44" E., 79.69 feet along the northerly line of said Lot 2 to a 1" found iron pipe on said northerly line, said point being the point of beginning of said easement; thence S. 35°36'03" W., 24.62 feet; thence S. 61°19'36" E., 4.71 feet to the aforementioned northerly line of Lot 2 of said C.S.M. No. 2672; thence N. 24°35'45" E., 24.50 feet along said northerly line to the point of beginning.

Said easement contains 58 square feet.

I further certify that the attached map is a true representation of said property and correctly shows the exterior boundaries and correct measurements thereof, and also shows structures thereon, and visible encroachments, if any. Also, I have fully complied with Chapter 236.34 of the Wisconsin State Statutes.

Dated: 2-9-16 

Michael G. McCarty S-2298





Stock No. 26273

CERTIFIED SURVEY MAP

BEING:
A RE-DIVISION OF LOTS 1 & 2 OF C.S.M. NO. 2672
AS RECORDED AT VOL. 16, PA. 107 OF
CERTIFIED SURVEY MAPS

AS DOCUMENT NO. 755495.

LOCATED IN:

GOVERNMENT LOT 4 OF SECTION 5,
TOWNSHIP 31 NORTH, RANGE 28 EAST,
VILLAGE OF SISTER BAY, DOOR COUNTY,
WISCONSIN.

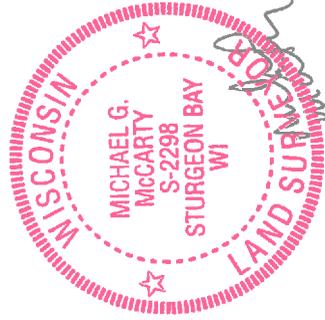
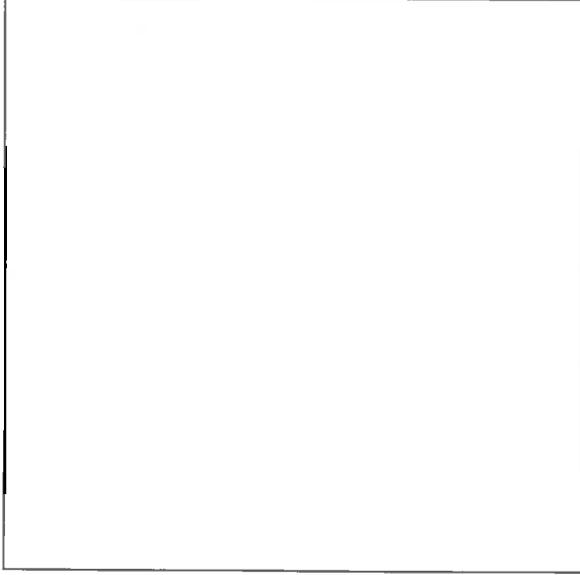
VILLAGE OF SISTER BAY CERTIFICATE:

I hereby certify that this certified survey map was submitted to and approved by
The Village of Sister Bay.

Dated: _____

Dave Lienau
Village President

Door County Register of Deeds





VILLAGE OF SISTER BAY BOARD REPORT

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

Meeting Date: 02/16/16
Item No. 6

Recommendation: Consider a motion to act on a recommendation of the Plan Commission to approve CSM for North Door Properties LLC (Allen Gokey), and adopt Resolution 324-021616 approving 2 CSM documents for parcels 181-423001 and 181-4240001a and Resolution 320-021616, approving a PUD agreement.

Background:

Mr. Gokey approached the Village in 2014 about purchasing the Old School Property. At that time, plans were submitted showing multiple development possibilities. Through the negotiation process, Mr. Gokey submitted a final initial plan for development, and made verbal commitments that a spec home would be built on the property in 2014, and that more development would come in 2015. The anticipation was that one lot would be built upon and sold per year.

To date, no building activity has occurred. This property is located in our TIF district, and it is imperative that development activity take place, rather than merely speculative activity.

We are now in 2016, with 7 years remaining on the life of our TIF. Mr. Gokey has not expressed any plans for immediate development, nor submitted any plans that would customarily accompany such intentions.

Further, the property was not kept to Village standards in 2015. Ditch embankments were not cut, even after demolition of the old school building.

Staff has written in some minimum assessment values based on performance by the developer to, at a minimum, keep the property maintained and well groomed with landscaping and entry signage.

The Village forfeits approximately \$48,440 per year in TIF revenue by not having this property developed.

The plans submitted here are not complete. They have not received approval from our Village engineers, nor do they contain full utility installation specs, landscaping, grades for street installation, or housing site plans.

Fiscal Impact:

Without the imposition of a minimum assessed value, or actual development, the Village forgoes \$48,440 in tax revenue on development of \$4,000,000 in assessed value.

Mr. Gokey has stated that he intends to construct 6-\$750,000 homes on the site, yielding a final assessed value of \$4,500,000.

Respectfully submitted,

Zeke Jackson
Village Administrator

RESOLUTION № 324-021616
APPROVING A CERTIFIED SURVEY MAP FOR THE PARCELS NO. 181-4230001 AND 181-4240001A

WHEREAS, the Plan Commission of the Village of Sister Bay has reviewed two Certified Survey Maps (CSM) for the portion of Village of Sister Bay Parcel No. 181-4230001 AND 181-4240001A located at STH 57 and STH 42 the "Old School Property/Harbor View Estates/Al Gokey, which amends and recreates the existing lot lines, and has recommended that the CSM be approved;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Sister Bay, Wisconsin that the attached CSM prepared by Dennis Christie, dated _____ 2016, be and is hereby approved.

BE IT FURTHER RESOLVED that the Village Clerk shall see that the CSM is recorded in the Office of the Door County Register of Deeds.

INTRODUCED at a regular meeting of the Board of Trustees of the Village of Sister Bay held this 16th day of February 2016.

Passed and adopted this ___ day of _____, 2016.

David W. Lienau, President

ATTEST:

Christy Sully, Village Clerk WCPC

VOTE: Ayes _____ Noes _____

CERTIFIED SURVEY MAP

PART OF GOV. LOT 4, LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 5, AND PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 8, BOTH LOCATED IN TOWN 31 NORTH, RANGE 28 EAST, VILLAGE OF SISTER BAY, DOOR CO., WI

SURVEYOR'S CERTIFICATE:

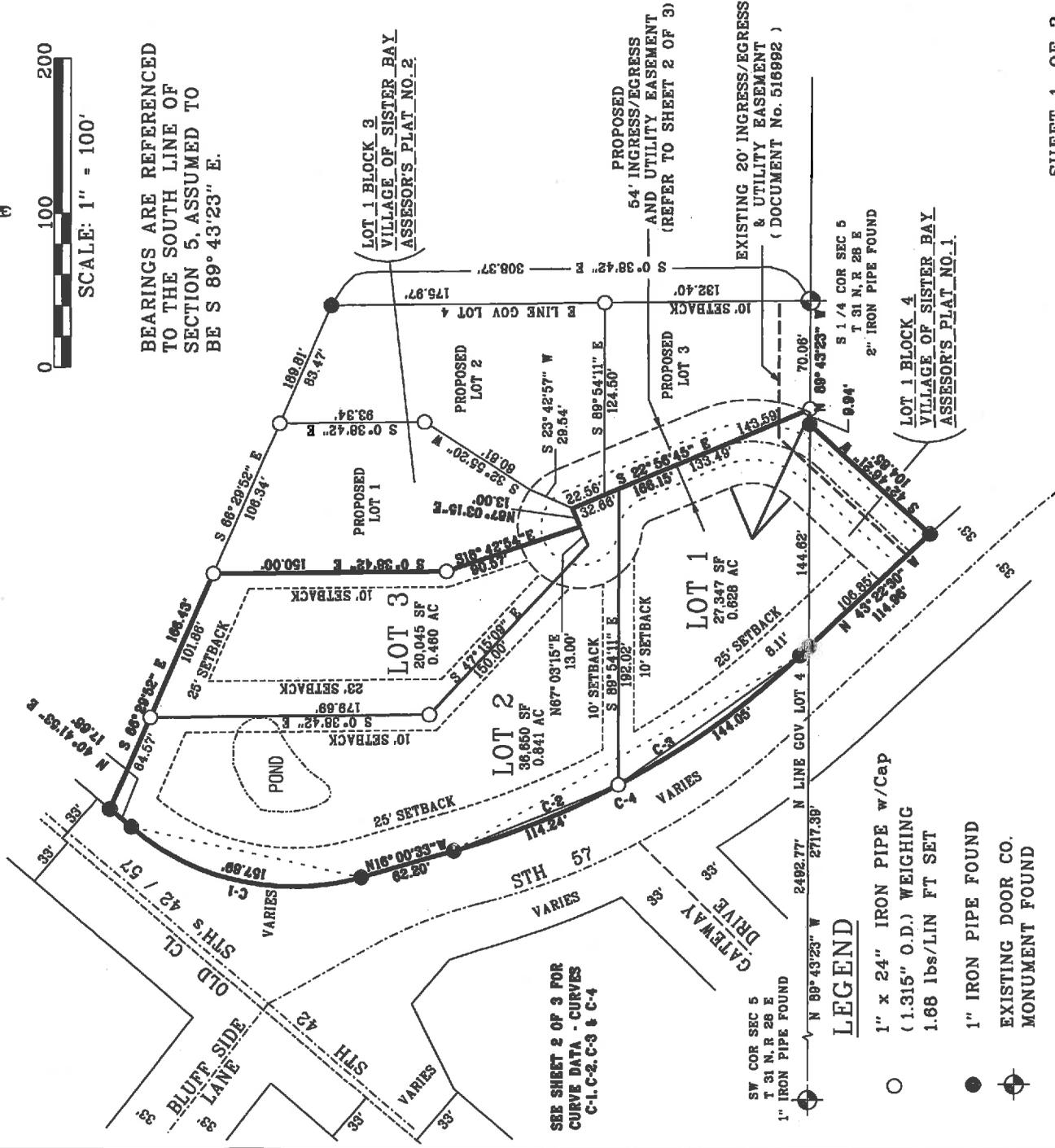
I, DENNIS J. CHRISTIE, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED, MAPPED, AND DIVIDED A PARCEL OF PROPERTY LOCATED IN PART OF GOVERNMENT LOT 4, LOCATED IN THE SE 1/4 OF THE SW 1/4 OF SECTION 5, AND PART OF THE NE 1/4 OF THE NW 1/4 OF SECTION 8, TOWN 31 NORTH, RANGE 28 EAST, VILLAGE OF SISTER BAY, DOOR COUNTY, WISCONSIN, MORE FULLY DESCRIBED ON SHEET 2.

THAT SUCH A CERTIFIED SURVEY MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY OF THE LANDS SURVEYED AND THE DIVISION THEREOF. THAT I HAVE MADE SUCH A SURVEY, LAND DIVISION, AND CERTIFIED SURVEY MAP BY DIRECTION OF THE OWNER LISTED HEREON, THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236, SECTION 236.34 OF WISCONSIN STATUTES, THE VILLAGE OF SISTER BAY, AND DOOR COUNTY IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

DENNIS J. CHRISTIE S-1452 DATE:



BEARINGS ARE REFERENCED TO THE SOUTH LINE OF SECTION 5, ASSUMED TO BE S 89° 43' 23" E.



SEE SHEET 2 OF 3 FOR CURVE DATA - CURVES C-1, C-2, C-3 & C-4

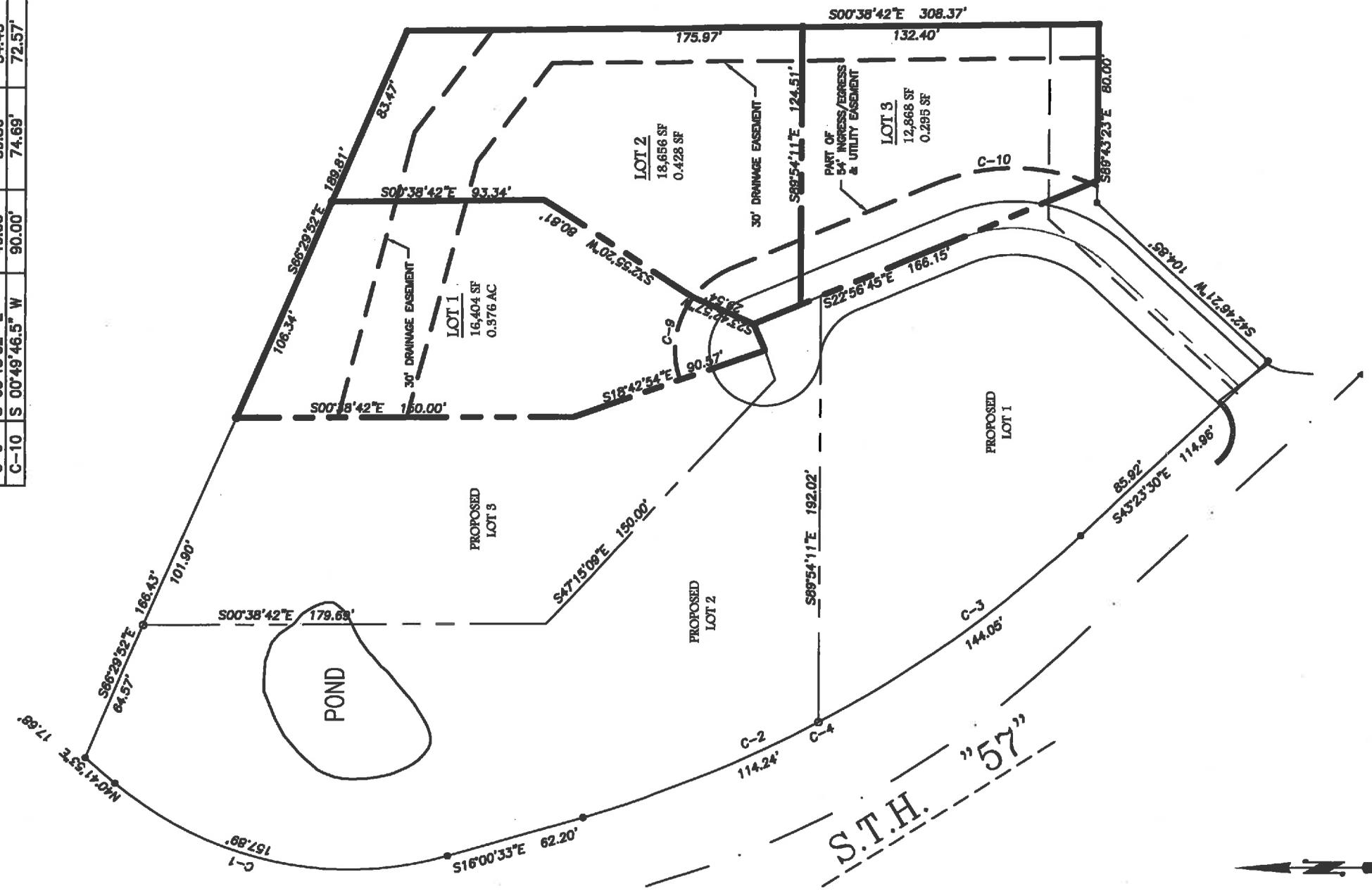
SW COR SEC 5
T. 31 N. R. 28 E
1" IRON PIPE FOUND

LEGEND

- 1" x 24" IRON PIPE w/Cap (1.315" O.D.) WEIGHING 1.68 lbs/LIN FT SET
- 1" IRON PIPE FOUND
- ⊕ EXISTING DOOR CO. MONUMENT FOUND

CURVE TABLE

NUMBER	CHORD DIRECTION	RADIUS	ARC LENGTH	CHORD LENGTH
C-9	S 65°48'52" E	40.00'	59.86'	54.43'
C-10	S 00°49'46.5" W	90.00'	74.69'	72.57'



RESOLUTION № 320-021616
APPROVING A PLANNED USE DEVELOPMENT FOR THE PARCELS NO.
181-4230001 AND 181-4240001A

WHEREAS, the Plan Commission of the Village of Sister Bay has reviewed a Planned Use Development for the portion of Village of Sister Bay Parcels No. 181-4230001 AND 181-4240001A located at STH 57 and STH 42, which amends and recreates the existing lot lines, and has recommended that the PUD agreement be approved;

WHEREAS, the Plan Commission conducted a duly noticed public hearing on the PUD at it's January 26, 2016 meeting; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Sister Bay, Wisconsin that the attached PUD agreement, dated _____ 2016, be and is hereby approved.

BE IT FURTHER RESOLVED that the Village Clerk shall see that the PUD is recorded in the Office of the Door County Register of Deeds.

INTRODUCED at a regular meeting of the Board of Trustees of the Village of Sister Bay held this 16th day of February 2016.

Passed and adopted this ___ day of _____, 2016.

 David W. Lienau, President

ATTEST:

 Christy Sully, Village Clerk WCPC

VOTE: Ayes _____ Noes _____

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is entered into as of this ____ day of _____, 2016 between the Village of Sister Bay, Wisconsin (the "Village") and North Door Properties, LLC, a Wisconsin limited liability company (the "Developer").

WHEREAS, the Developer owns certain real estate being Parcel Nos. 181 4230001 and 181 4240001 in the Village as mapped in Exhibit A hereto (the "Property"); and

WHEREAS, the Developer plans to create **HARBOR VIEW ESTATES** (the "Development") on the Property, consisting of the necessary improvements for a six (6) lot residential development served by a private road with public sanitary sewer and water service provided by the Village as depicted on Exhibit B hereto (the "Developer's Improvements");

NOW, THEREFORE, the Village and the Developer, in consideration of the terms and conditions contained in this Agreement and for other good and valuable consideration, receipt of which is hereby acknowledged, agree as follows:

1. DEVELOPER OBLIGATIONS.

(a) Limitation on Use of Premises. The six (6) lot residential development will be created after the Village's approval of PUD Overlay of the existing R-2 Zoning. Upon creation of the six (6) lot residential development, the use of the Property shall not be changed to any other use without the express written agreement of the Village, nothing herein shall preclude the developer from seeking development on the property as a multi-family development with Village Approval.

(c) Construction of Public and Private Improvements "Improvements". The Developer shall, subject to receipt of all necessary governmental approvals, construct and pay all costs of the Improvements both public and private on the Property. The Improvements to be constructed upon the Property and their uses shall be in compliance with all applicable municipal ordinances of the Village. Construction of the Improvements shall be complete by no later than _____, 20___. Nothing contained in this Development Agreement shall obligate the Village to grant rezone, variances, exceptions, or conditional use permits. Developer agrees to engage fully-qualified and experienced contractors for all construction included in this Agreement. The contractors shall perform their work to the standards of the Village and shall comply with the requirements of the Village's ordinances and standards in performing their work. All public improvements are subject to the inspection and certification by the Village Engineer.

(d) Dedication of Property Utilities. All property necessary for sanitary sewer, water, storm sewer and electrical utilities as depicted on Exhibit B shall be dedicated to the Village or to the appropriate utility at no cost to the Village or the utility.

(e) Payment of Fees. The Developer shall pay to the Village all Impact Fees and other fees pursuant to applicable Village ordinance (collectively the "Fees"). A schedule of the Fees is attached hereto as Exhibit "C" and incorporated herein by reference.

(f) Village Approval. No land disturbance or work may begin without the Village's approval. Approval will not be granted until final plans and specifications for the land disturbance and work have been approved by the Village.

(g) Responsibility for Costs. Developer agrees that the Village shall not be responsible for any costs or charges related to the Development except any specifically enumerated and agreed to in writing by the Village the Developer.

(h) Maintenance of Improvements. Developer shall provide for the maintenance and repair of the private Improvements. The Village will be responsible for the maintenance of the public Improvements.

(i) Indemnification. Developer will indemnify, defend, and hold the Village harmless from and against all claims, costs, and liabilities of every kind and nature, for injury or damage received or sustained by any person or entity in connection with, or on account of, the performance of work described in this Agreement except to the extent caused by the willful or negligent acts or omissions of the Village or its officers, employees, agents, or contractors.

(j) Specifications for Improvements. Developer shall abide by all appropriate Village ordinances and conditions in effect at the time of approval and in place for the Development by the Village Board, Plan Commission, or the Village's designated engineers when fulfilling its obligations under this Agreement. Developer shall also fully comply in a timely fashion with all Village ordinances, including zoning, subdivision, and utility-related ordinances.

(k) Inspections. The Village may inspect sewer and water utilities installed pursuant to this Agreement at intermittent times as they are constructed and completed and, if acceptable to the Village, certify such as being in compliance with the standards and specifications of the Village. If inspection reveals that sewer or water utilities do not conform to Village standards or are otherwise defective, the Village will provide timely notice to Developer. Developer shall have 30 days from issuance of such notice to correct or substantially correct the defect. The Village shall not declare a default under this Agreement during the thirty (30) day correction period on account of any such defect unless it is clear that Developer does not intend to correct the defect or unless the Village reasonably and objectively determines that immediate action is required in order to remedy a situation that poses an immediate health or safety threat. Developer will pay all costs of Village inspections as charged by the Village and its engineers.

(l) Improvements include both Private and Public. The Improvements constructed by Developer, will include the Private Improvements being, but not limited to, the grading, the private road, the drainage swales and the pond within the Development and the Public Improvements which

include the sanitary sewer, sewer, water main and water services constructed within the 54' Ingress/Egress & Utility Easement within the Development. The Public Improvements include the sanitary main (main only) and the watermain and water service up to the curb stop to be installed at the edge of the 54' ingress/egress & utility easement. The Public Improvements will be considered conveyed to the Village upon completion of the work and certification by the Village Engineer that they have been constructed in accordance with plans and specifications for the work. All other improvements, shall remain private at all times. They shall be constructed and maintained at the expense of Developer. They will not be owned, maintained, replaced, or repaired in any way by the Village or any of its sanitary or utility districts.

(m) Reimbursement of Village Costs. The Developer shall reimburse the Village for all costs incurred by the Village for engineering, inspection, planning, legal and administrative expenses in:

- (i) Processing, reviewing, revising and approving conceptual, preliminary or final development plans, including meeting time, regardless of whether the Developer attended or participated in the meeting;
- (ii) Processing reviewing, revising, drafting and approving any agreements, easements, deed restrictions, and other documents associated with the proposed use; and,
- (iii) Inspection and approval of construction and installation of all improvements provided for in the Development, including but not limited to consultation reasonably required to address issues and problems encountered during the course of design and construction of the Development. Such costs shall include the costs of Village consultants, including engineers, attorneys, inspectors, planners, ecologists, agents, sub-contractors and the Village's own employees. Such costs shall also include those for attendance at meetings. The costs for outside services shall be the direct costs incurred by the Village. The costs for Village employees' time shall be based on the classification of the employee and the rates established by the Village Board, from time to time, for each such classification.

2. VILLAGE OBLIGATIONS.

(a) Approvals. The Village shall work in cooperation with the Developer to secure and to grant the following approvals:

(i) Zoning of the Project Site to accommodate development of the Project.

(ii) Approval, if necessary, for the expansion and/or extension of the storm sewer, sanitary sewer, water, and electric facilities to serve the Developer's Improvements.

(iii) State approvals will be solely the responsibility of the developer to obtain. These would include, but not be limited to: commercial structures, utilities connections, state highway connections and other items standard and customary as indicated by Village Ordinances, rules, regulations, or as deemed appropriate by Village Staff

(b) 8" Storm Sewer Lateral. The Village shall extend an 8 inch diameter storm sewer lateral to the development pursuant to the sketch attached to the Cost Estimate dated 8/25/15 for WDOT Project No. 4610-06-71 at no expense to the Developer.

3. SUPPLIMENTAL REQUIREMENTS

(a) This project is located in a TIF district. As such, time is of the essence to complete construction and development. Developer shall be subject to a minimum value additional assessment per lot of \$600.00 (six hundred) per year, beginning in the year 2016 and enduring until the year 2027. This payment shall be due in full annually by December 15 of each year.

This minimum value additional assessment shall be in addition to the regular and customary tax assessment levied on the property by the Village and other taxing jurisdictions in the County of Door.

The Village, at it's sole discretion, may elect to waive this additional assessment of minimum value if the developer is making progress to develop and actively construct improvements on at least one lot per year. When all 6 lots have been improved with single and/or multi family structures, this minimum value assessment shall be deemed void after the year in which all 6 lots have been improved, and only regular assessments shall be paid by developer, his heirs, assigns or transferees.

(b) The Village agrees to waive this assessment if developer agrees to maintain the property by mowing grass along STH 57, ensuring that grass on the property is kept cut at a height so that it does not go to seed, maintains landscaping at the entrance of the property and replaces flowers and mulch regularly as to give the appearance of a kempt and cared for property. The developer must also install neighborhood signage within 1 year of this agreement, and install only 1 temporary sales sign no more than 24 square feet at the entrance of the property. Each of these conditions must be maintained with no notice from the Village's Code enforcement officer for the waiver of the minimum value special assessment to be maintained. Failure to maintain the property as specified herein, and within the Village's code of ordinances will result in an invoice being generated annually for costs of abatement being billed to the developer, along with the minimum value additional assessment.

4. SUPPLEMENTAL GENERAL CONDITIONS.

(a) No Vested Rights Granted. Except as provided by law, or as expressly provided by this Agreement, no other vested rights in connection with the Development shall inure to the Developer. In addition, the Village does not warrant by this Agreement that the Developer is entitled to approvals of any other nature other than as specified in this Agreement.

(b) No Waiver. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the Village and the Developer, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. No Village approval pursuant to this Agreement eliminates the need for other local, state or federal authorizations relevant to the Development.

(c) Amendment. This Agreement may be amended or modified only by a written amendment approved and executed by the Village and the Developer.

(d) Default. In the event that either the Village or the Developer defaults under any material terms or conditions of this Agreement, the defaulting party shall be responsible for all costs and expenses incurred by reason of such default including, but not limited to, any legal expenses incurred by the non-defaulting party. The rights and remedies of the non-defaulting party shall not be limited to those, if any, specified in this Agreement, but the non-defaulting party shall have all rights and remedies to which it may be entitled, either at law or in equity.

(e) Entire Agreement. This Agreement, and any written amendments and referenced attachments, hereto, shall constitute the entire agreement between the Village and the Developer.

(f) Force Majeure. For the purpose of computing the commencement and completion periods, and time periods for either party to act, such times in which war, civil disaster, act of God, or extreme weather conditions occur or exist shall not be included if such time prevents the Developer or the Village from performing its obligations under the Agreement.

(g) Notice. Any notice required or permitted by this Agreement shall be deemed effective when personally delivered a notice or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified mail and return receipt requested, addressed as follows:

If to Developer:

Allen Gokey, Managing Member
North Door Properties, LLC
5776 Ledgecrest Road
De Pere, WI 541152

If to Village:

Village of Sister Bay
c/o Village Clerk
2383 Maple Drive
P.O. Box 769
Sister Bay, WI 54234

(h) Binding Effect. This Agreement is binding upon the parties hereto, as well as their respective heirs, successors and assigns.

(i) Effective Date. This Agreement shall be effective as of the date and year first above written.

(j) No Assignment. The benefits of this Agreement to the Developer are personal and shall not be assigned without the express, prior written approval of the Village Board. Such approval may not be unreasonably withheld, but any unapproved assignment is void. Notwithstanding the above, the burdens of this Agreement are personal obligations of the Developer and shall also be binding on the heirs, successors and assigns of the Developer.

(k) Occupancy Permit. The Developer and the Village agree that the Village will issue occupancy permits for dwelling units within the Development upon satisfaction of local and state building code requirements and completion of each building within the Development.

(l) Signage. Developer agrees that any signage for the Development shall be restricted to onsite signs with the location, size and style of sign to comply with Village of Sister Bay sign code requirements.

(m) Developer Representations and Warranties. Developer represents and warrants to the Village (i) that it is a limited liability company duly organized and existing under the laws of the State of Wisconsin and that all proceedings of the Developer necessary to authorize the negotiation and execution of this Agreement, and the consummation of the transaction contemplated by this Agreement, have been taken in accordance with applicable law, and (ii) that all documents required to be executed and delivered by the Developer have been duly and validly authorized, executed and delivered and will be enforceable against the Developer in accordance with their terms, except as limited by bankruptcy, insolvency or other similar laws of general application affecting the enforcement of creditors' rights.

(n) Nondiscrimination. The Developer agrees not to discriminate on the basis of race, color, religion, sex, ancestry, age, handicap, marital status or national origin in the construction, use or operation of the Development and that the continued use and operation of the Development shall be in compliance with all effective laws, ordinances and regulations relating to discrimination or any of the foregoing grounds.

(o) Severability. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or otherwise unenforceable, such illegal or unenforceable part, term or provision shall not affect the validity of any other part, term or provision and the rights of the parties will be construed as if the part, term or provision was never included in this Agreement.

(p) Recording. The parties agree that this Agreement shall be recorded with the Door County Register of Deeds. The Developer shall reimburse the Village for the cost of recording this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ATTEST:

VILLAGE OF SISTER BAY

Christy Sully, Village Clerk

By: _____
David W. Lienau, Village President

NORTH DOOR PROPERTIES, LLC

By: _____
Allen Gokey, Managing Member

STATE OF WISCONSIN)
)ss
DOOR COUNTY)

Personally came before me this ____ day of _____, 2015 the above named David W. Lienau, Village President, and Christy Sully, Village Clerk to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My Commission: _____

STATE OF WISCONSIN)
)ss
WAUKESHA COUNTY)

Personally came before me this ____ day of _____, 2015, the above named Allen Gokey, Managing Member of North Door Properties, LLC, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, Wisconsin
My Commission expires _____

EXHIBIT A
TO
DEVELOPMENT AGREEMENT

Description of Property

(See attached)

EXHIBIT B
DEVELOPER'S IMPROVEMENTS

(See attached)

EXHIBIT C

FEES

1.	Application Fee	\$ 400.00
2.	Driveway Permit	\$ 25.00
3.	Development Agreement Deposit	\$2,000.00
4.	Engineering Deposit	\$2,000.00
5.	Impact fees	TBA
6.	Individual Structural Approvals, (Zoning and Building)	TBA



VILLAGE OF SISTER BAY BOARD REPORT

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

Meeting Date: 02/16/16

Item No. 7

Recommendation: Consider a motion to act on a recommendation of the Plan Commission to approve an amendment to Mr. Keith Garrot's Stony Ridge Development by amending the already approved development agreement.

Background:

Mr. Garrot sought a development agreement with the Village and loan for infrastructure improvements in the amount of \$530,000. This agreement is substantially the same, with the exception that 7 lots will not have infrastructure improved to their boundaries (6 single family, 1 condo), and that Mr. Garrot will be compelled to expend the first \$100,000 in excess funding for infrastructure from the Bank of Luxemburg before tapping the \$530,000 from the Village. Interest rates also increase to 5% for Mr. Garrot from 4.66%.

The first round of bids came in several hundred thousands of dollars high due to uncertainty of soil conditions on the site. This was reworked and now is anticipated to cost \$579,000, out of a total funding available of \$630,000.

Fiscal Impact:

The Village will be responsible for up to \$530,000 in loan service, and has a first mortgage on a substantial portion of the property. The Village holds no interest in the Apartment or storage units. The Village holds common interests in Outlot 1 (stormwater impoundment) and \$145,000 as a second mortgage on outlot 2.

Respectfully submitted,

Zeke Jackson
Village Administrator

DEVELOPMENT AGREEMENT

This **DEVELOPMENT AGREEMENT** (this "Agreement") is made as of the (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 \$5,275,000. 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: March 1, 2016.

(s) “Project Completion Date” means: October 31, 2016.

(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, 2016.

(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 March 1, 2016, 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 March 1, 2016, 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 March 1, 2016, 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 March 1, 2016, 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 March 1, 2016, 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 1, 2016, 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 March 1, 2016, Developer shall have executed and delivered to the Village any documents and agreements as are required by this Agreement.

(i) On or before March 1, 2016, 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 March 1, 2016, 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 February 1, 2016, 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 March 1, 2016, 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 March 1, 2016, 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 March 1, 2016, 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
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If to the Village:	Village of Sister Bay, Wisconsin 2383 Maple Drive P.O. Box 769 Sister Bay, WI 54234 Attention: Village Clerk
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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	\$ -	\$ -	\$ -	\$ -	\$ 5,075,000
Single Family Unit Value		225,000											
Multi Family Unit Value		50,000											
Condo Unit Value		200,000											
Storage Facility Value		150,000											

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

Lender: The Village

Borrower: Developer

Loan Amount: \$530,000

Interest Rate: 5.00%

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.]

EXHIBIT F-1**Form of Mortgage**

[Form to be attached to this cover page.]

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

[Form to be attached to this cover page.]

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

STONY RIDGE DEVELOPMENT, LLC

OPERATING AGREEMENT

This Operating Agreement is executed as of the 13th day of May, 2010, by Keith E. Garot as the sole member.

WITNESSETH:

WHEREAS, the Member formed an LLC on May 13, 2010, known as Stony Ridge Development, LLC (hereinafter also referred to as "LLC"); and

WHEREAS, this Operating Agreement (the "Agreement") shall govern the rights and obligations of the Member except as may otherwise be provided in Chapter 183, Wis. Stats.;

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is agreed by and among the Member that the LLC shall operate under Chapter 183, Wis. Stats., and that the business and affairs of the LLC shall henceforth be conducted in accordance with Chapter 183 and, in addition, under the following terms and conditions:

ARTICLE 1

ORGANIZATION

Section 1.1 Formation and Name. The Members execute this Agreement to govern the LLC which shall be operated pursuant to the provisions of this Agreement and Chapter 183, Wis. Stats. The LLC shall operate under the name of Stony Ridge Development, LLC.

Section 1.2 Place of Business, Registered Office and Agent. The principal place of business and the registered office of the LLC shall be 320 Main Avenue, Suite 300, DePere, Wisconsin or at such other location as determined by the Manager. The registered agent at such address is Keith E. Garot.

Section 1.3 Purpose and Character of Business. The LLC may conduct any business or activity permissible under Chapter 183, Wis. Stats., with its principal purpose being to acquire, develop and sell real estate, and to engage in any and all general business activities related or incidental thereto.

Section 1.4 Term. The term of the LLC commenced with the filing of Articles of Organization with the Wisconsin Department of Financial Institutions on May 13, 2010 and shall continue in perpetuity, unless earlier terminated by operation of law or as provided by this Agreement.

Section 1.5 Fiscal Year. The fiscal year of the LLC shall be the calendar year.

Section 1.6 Method of Accounting. The LLC shall determine its income and expense according to the accrual basis method of accounting under generally accepted accounting principles consistently applied.

ARTICLE 2**MEMBERS**

Section 2.1 Members. The names and business addresses of the Members of the LLC are as follows:

Keith E. Garot
320 Main Avenue, Ste. 300
DePere, WI 54115

Section 2.2 Admission of Additional Members. No person (as defined in §183.0102(18), Wis. Stats.) shall be admitted as a Member of the LLC except as provided in Section 6.2 of this Agreement.

ARTICLE 3**CAPITAL CONTRIBUTIONS AND MEMBER UNITS**

Section 3.1 Capital Contributions by Members. The Members shall initially contribute \$10.00 per unit as a cash capital contribution to the LLC and any other installment or installments of cash capital contribution per unit as shall be determined by the Manager as necessary to fund the initial operations of the LLC.

Section 3.2 Return of Capital Contributions. No Member shall be entitled to the return of part or all of a capital contribution except as otherwise provided in this Agreement. No Member has the right to demand and receive property in return for his capital contribution except on dissolution where the Members are entitled to share in distributions as set forth in Article 7 of this Agreement.

Section 3.3 Capital Accounts. A separate capital account shall be maintained and established by the LLC for each Member in accordance with the provision of §§ 704(b) and 704(c) of the Internal Revenue Code of 1986, as amended ("Code") and the Regulations thereunder; provided, however, that the deficit make up provision in Regulations § 1.704-1(b)(2)(ii)(b)(3) shall not apply during operations or on liquidation of the LLC but the qualified income offset provisions in Regulations § 1.704-1(b)(2)(ii)(d) shall apply throughout the term of this Agreement.

Section 3.4 Member Interests and Units. Each Member's interest shall be represented by units to be initially established for the Members as of the date of this Agreement as follows:

<u>Member</u>	<u>Units</u>
Keith E. Garot	100

The units shall have identical rights to vote, allocation of net profit and loss, Cash Flow Distributions, and distributions on dissolution and liquidation of the LLC hereunder.

Section 3.5 Changes in Capital; Withdrawal of Capital. The Manager may at any time and from time to time determine that additional contributions of capital will be required of each Member as is deemed necessary for the operation of the LLC. Such contributions shall be made by the Members in the ratio of the units owned by each Member. Except by unanimous agreement of the holders of all units, in the event it becomes evident that their contributions are in excess of the needs of the LLC, or upon dissolution of the LLC, the capital contributions of the Members shall not be subject to full or partial withdrawal.

Section 3.6 Additional Contributions by Members. If any Member advances cash or other property to the LLC, other than the original capital contributions required of such Member, such advances shall be treated as a loan to the LLC and shall not increase the capital account of the contributing Member, unless otherwise agreed to by the holders of a majority of the units, and in such case the capital account and units of the advancing Member shall be adjusted to reflect the additional capital investment.

Section 3.7 Capital Contribution Default. If a Member defaults on any part or all of a required capital contribution hereunder the amount of the capital contribution default shall accrue interest at 12% per annum, compounded monthly, until the amount of the capital contribution in default and accrued interest thereon is fully paid or until the LLC sooner elects to exercise one of the following two remedies to resolve a Member's capital contribution default:

- a) The LLC, in the Manager's sole discretion, shall have the right to redeem and cancel that percentage of the units owned by the defaulting Member determined as follows: 150% times that percentage determined by dividing the amount of the per unit capital contribution default by the total per unit capital contribution previously made by the defaulting Member. For example, if the required capital contribution of a Member is \$2,500 per unit and a Member has contributed \$2,000 per unit then a Member shall be in default by \$500 per unit or 20% of the required capital contribution ($\$500 \div \$2,500$) and the Member's outstanding units shall be reduced by 30% ($20\% \times 150\% = 30\%$) of the units then owned by the defaulting Member. The unit reduction shall occur upon receipt of written notice signed by the Manager of the LLC exercising the remedy provided for in this paragraph a).
- b) The Manager shall have the right to force the sale of all of the defaulting Member's LLC units to the other Members by written notice to the defaulting Member. In such case, the defaulting Member shall be obligated to sell and the other Members shall have the right to purchase (pro rata based on their then units of ownership) all of the defaulting Member's units in the LLC at a purchase price per unit equal to 80% of the capital per unit previously contributed by the defaulting Member to the LLC and the purchasing Members shall also make an additional cash capital contribution to the LLC in the amount of the defaulting Member's capital contribution default per unit together with interest thereon as provided in this Section. Each of the Members shall have thirty (30) days after receipt of written notice from the Manager to exercise and close their right to purchase a pro rata portion of the defaulting Member's units under this paragraph 'b) and the purchase price shall be paid to the defaulting Member in cash at closing. Failure of any one of the other non-defaulting Members to exercise his right to purchase the defaulting Member's units on a pro rata basis hereunder shall give the purchasing

Members the right to purchase a greater percentage of the defaulting Member's units as a function of the ownership interests of the purchasing Members.

ARTICLE 4

ALLOCATIONS AND DISTRIBUTIONS

Section 4.1 Definition of Net Profit and Net Loss. "Net profit" or "net loss" means the accrual basis net income or loss of the LLC after all operating expenses and extraordinary gains or losses determined in accordance with generally accepted accounting principles.

Section 4.2 Division and Distribution of Cash Flow and Net Profit and Loss. Cash Flow Distributions (defined as cash received from operations, without deduction for depreciation, less operating expenses, debt service, capital improvements, repairs, replacements, reserves, and other expenditures) and LLC net profit or net loss, as defined in Section 4.1 of this Agreement, shall be allocated to the Members in the ratio of their units of ownership in the LLC as of the end of the fiscal year of the LLC or the effective date of dissolution of the LLC. Cash Flow Distributions shall be made to the extent and at the times which may be determined by the Manger.

Section 4.3 Effect of Transfer or Assignment During the Fiscal Year. If an LLC unit is transferred or assigned during the fiscal year, as permitted under this Agreement, the share of net profit or net loss and entitlement to Cash Flow Distributions shall be allocated between the assignor and assignee:

- a) as of the end of the month in which the LLC unit is transferred or assigned; and
- b) in proportion to the length of time during the year that the unit is deemed to be owned by the assignor and assignee during that year in accordance with the Code and Regulations.

ARTICLE 5

ADMINISTRATION AND MANAGEMENT

Section 5.1 Voting and Decisions by Members. Each Member shall have a voice in the management and conduct of the LLC as otherwise provided in this Agreement. Each unit shall have one vote on matters coming to a vote of the Members and, unless otherwise provided in this Agreement, decisions shall be made by majority vote of the units.

Voting may be in person or by proxy at a meeting duly called for such purpose. Any Member may call such meetings as are deemed necessary from time to time for the purpose of voting. Action may also be taken without a meeting, provided the requisite assent for action is obtained as indicated by each Member's signature and approval or disapproval. Any action taken by a Member, including a Member or Members designated as the Manager or Managers, shall be in a manner consistent with §§ 183.0402 and 183.0404, Wis. Stats.

Section 5.2 Manager and Authority of the Manager. One individual shall serve as the Manager of the LLC. The Members agree that Keith E. Garot shall be the initial Manager and

that he can only be dismissed by majority vote of the units. On Keith E. Garot's death or sooner resignation, removal, or legal incapacity then a new Manager shall be elected by the Members by majority vote of the units.

The Manager shall have broad authority to decide all issues which may arise under this Operating Agreement and as part of day to day management, administration, and financing of the LLC except as otherwise provided in Section 5.5.

The Manager shall not be paid any compensation by the LLC for discharge of his duties or exercise of his authority as the Manager.

Section 5.3 Books, Records and Information. At all times during the continuance of the LLC the Members shall keep or cause to be kept the records and information at the principal place of business of the LLC that are required in accordance with § 183.0405, Wis. Stats. Any Member may, upon reasonable request and at the Member's own expense, inspect and copy during ordinary business hours any LLC record required to be kept and any other LLC record, wherever located. Upon reasonable request, all Members shall provide, to the extent that the circumstances render it just and reasonable, true and full information on all things affecting the Members to any Member or to the legal representative of any Member.

Section 5.4 Bank Account. The LLC shall maintain such bank account or bank accounts as may be required at such bank or banks as may be determined by the Manager as the depository for LLC funds. All cash received belonging to the LLC shall be deposited in the bank or banks so designated. Checks shall be drawn on the LLC bank account only for LLC purposes and shall be signed by the Manager or any other individual designated by the Manager. If no Manager is so designated, checks may be signed by any Member so long as said Member is acting in furtherance of and for the purpose of conducting the day-to-day business affairs of the LLC.

Section 5.5 Limitations on Authority of the Manager. The affirmative vote by the Members holding a majority of the units shall be required in order to do any of the following, unless such authority was previously delegated by the Members to the Manager:

- a) Borrow money for or in the name of the LLC for other than an LLC purpose or utilize collateral owned by the LLC as security for such loans;
- b) Assign, transfer, pledge, compromise or release any of the claims or debts due the LLC except upon payment in full, or arbitrate or consent to the arbitration of any such claims or debts;
- c) Make, execute or deliver any assignment for the benefit of creditors;
- d) Possess LLC property for other than the LLC purpose;
- e) Amend the Articles of Organization;
- f) Issue an interest in the LLC to any Person;

- g) Accept any additional capital contribution from a Member;
- h) Allow partial or complete redemption of an interest in the LLC; or
- i) Authorize a Member or other person to do any act on behalf of the LLC that contravenes this Agreement.

ARTICLE 6

RESTRICTION ON TRANSFER; ADDITIONAL AND SUBSTITUTES MEMBERS

Section 6.1 General Restriction on Transfer or Assignment of Units. Except as otherwise provided in Section 6.3, no Member or authorized assignee may transfer or assign some or all of his LLC units to anyone other than another Member without the affirmative vote by the holders of two-thirds (2/3) of the units. In addition, any assignment of a Member's interest shall operate as follows:

- a) An authorized assignment of one or more units in the LLC entitles the assignee to receive only the Cash Flow Distributions of the LLC and to share in the allocations of net profit or net loss in which the assignor would be entitled with respect to the assigned units unless the assignee is admitted as a substituted Member under Section 6.2 of this Agreement.
- b) Except as provided in Article 7, an authorized or unauthorized assignment of all or part of an interest in the LLC shall not dissolve the LLC without further action of the Members who have not assigned their units.
- c) Unless and until the assignee becomes a substituted Member of the LLC pursuant to Section 6.2 of this Agreement, the assignee shall not be entitled to vote the assigned units or otherwise participate in the management or affairs of the business of the LLC and shall not become or exercise any rights of a Member.
- d) An assigning Member is not released from any personal liability arising under Chapter 183, Wis. Stats., as a Member of the LLC solely as a result of the assignment, whether authorized or unauthorized.
- e) A Member's interest in the LLC may be evidenced by a certificate(s) of LLC interest issued by the LLC. Subject to the limitations and requirements imposed by this Section and Section 6.2 of this Agreement, a Member's assignment of units in the LLC may be accompanied by the certificate(s) which represent the assigned interest.

Section 6.2 Additional and Substituted Members.

- a) A new Member shall only be admitted to the LLC upon an affirmative vote by the holders of two-thirds (2/3) of the units. The admission of such person shall then be reflected in the records of the LLC maintained under Section 5.3 of this Agreement. The capital contribution of any new Member, his share of the LLC net profit or net loss, and

other incidents of membership shall be determined by the holders of two-thirds (2/3) of the units and shall be set forth in a writing at the time of the new Member's admission.

- b) Except as otherwise provided in Section 6.3, an assignee who receives units in the LLC shall become a substituted Member if and only if:
- (i) The assigning Member gives the assignee such right, as evidenced by a written instrument that is dated and signed by the assigning Member, and
 - (ii) The assigning Member obtains an affirmative vote by the holders to two-thirds (2/3) of the units (other than the units being assigned) consenting to such substitution within sixty (60) days after the date of assignment.

Section 6.3 Limited Transfer of Units by Gift, on Death or Legal Incapacity. A Member may transfer some or all of his units to his spouse or descendants, or to a trust for his spouse or descendants, by lifetime gift, on death, or in the event of legal incapacity without the need for consent or approval from the Members and such transferee or assignee shall become a substituted Member in the LLC.

Section 6.4 Execution of This Agreement by Assignee or Other Successor. The transfer of units under Sections 6.2 or 6.3 shall only become effective to transfer the rights and benefits of the units to the assignee or other successor in interest when such transferee executes a counterpart of this Agreement to confirm the transferee's agreement to be bound by all of the terms and conditions of this Agreement.

ARTICLE 7

EVENT OF DISSOCIATION; DISSOLUTION AND WINDING UP

Section 7.1 Event of Dissociation. Occurrence of any of the events set forth in subsections (b), (c), and (cm) of § 183.0802(1), Wis. Stats., shall constitute an event of dissociation resulting in a Person ceasing to be a Member of the LLC. However, none of the events set forth in subsections (a), (d), (e), (f), (g), (h), (i), or (j) of § 183.0802(1), Wis. Stats., shall constitute an event of dissociation hereunder.

Section 7.2 Dissolution of LLC. The LLC shall be dissolved upon whichever of the following shall first occur:

- a) The written consent of all Members to dissolve the LLC; or
- b) Entry of a decree of judicial dissolution under § 183.0902, Wis. Stats.

Section 7.3 Winding Up and Liquidation. Upon dissolution of the LLC, the LLC shall immediately proceed to wind up its affairs and promptly liquidate the assets of the LLC and/or apply and distribute the assets or proceeds of such asset liquidation in the following order:

- a) To payment of the debts of the LLC, other than to the Members;

- b) To payment pro rata of amounts borrowed from and not repaid to Members and for credit balances in the Members' respective drawing accounts (if any); and
- c) As distributions to the Members in proportion to their capital accounts.

All Cash Flow Distributions shall cease following any event calling for dissolution under Section 7.2 or any sale of all or substantially all of the assets of the LLC.

Section 7.4 Gain or Loss on Liquidation. Any gain or loss on the disposition of LLC property in the process of liquidation of the LLC shall be credited or charged to the Members in the proportion of their units as provided in Article 4. Any property distributed in kind to a Member in the liquidation of the LLC shall be treated as though the property had been disposed of at its fair market value and the proceeds distributed to the Member to whom the property was distributed.

Section 7.5 Deficit Balance in Capital Account. A deficit balance in a Member's capital account after liquidation of the LLC shall not be repaid by the Member to the LLC.

Section 7.6 Unauthorized Withdrawal of Member. A Member may not voluntarily withdraw prior to dissolution of the LLC and receive the value of his interest without the unanimous written consent of all remaining Members.

ARTICLE 8

MISCELLANEOUS

Section 8.1 Amendments. This Agreement may only be amended by unanimous agreement of all Members. Any proposed amendment shall be submitted in writing to the Members prior to the vote and shall be incorporated into the records of the LLC when approved.

Section 8.2 Applicable Law and Severability. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. If any provision of this Agreement shall be contrary to the laws of Wisconsin or any other applicable law, at the present time or in the future, such provision shall be deemed null and void, but this shall not affect the legality of the remaining provisions of this Agreement. This Agreement shall be deemed to be modified and amended so as to comply with applicable law and this Agreement shall then be construed in such a way as will best serve the intention of the parties at the time of execution of this Agreement.

Section 8.3 Binding Effect. Except as provided to the contrary herein, the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of all the Members, their personal representatives, heirs, successors and assigns.

Section 8.4 Legal Counsel. This Agreement has been drafted by Wanezek & Jaekels, S.C. at the request of all of the Members and each Member shall consult with independent legal counsel, as deemed necessary or appropriate by each Member, to advise and consult with him prior to execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.



Keith E. Garot



Sister Bay

Construction Cost Breakdown

Sewer & Water, incl. Crushing Jossart Brothers	\$365,000
Blasting Pashke	\$64,000
Roadway JF Construction	\$40,000
Pond JF Construction	\$35,000
Engineering Robert E. Lee	\$35,000
Electrical (estimated) WPS	\$20,000
	<u>\$559,000</u>

1/4/2016



VILLAGE OF SISTER BAY BOARD REPORT

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

Meeting Date: 02/16/16

Item No. 8

Recommendation: Consider a motion to act on a recommendation of the Finance Committee to approve the Call of the 2005 Series Bonds.

Background:

The Village authorized borrowing \$6,830,000 through the 2005 Series Bonds. Those Bonds were callable as of December 1, 2015, and hold \$2,310,000 in principal remaining.

Fiscal Impact:

Withheld for this report pending Finance Committee review and recommendation.

Respectfully submitted,

Zeke Jackson
Village Administrator

RESOLUTION № 321-021616
APPROVING THE CALL OF 2005 SERIES BONDS

WHEREAS, The Village Finance Committee has reviewed the outstanding debt of the Village and it's service levels, and recommends calling the 2005 series bonds; and

WHEREAS, the Village Board of Trustees at it's February 16, 2016 meeting approved calling the 2005 series of bonds; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Sister Bay, Wisconsin that the 2005 Series Bonds be called and refinanced according to terms outlined by the Village Staff and Finance Committee.

BE IT FURTHER RESOLVED that Staff is authorized to refinance approximately \$2,310,000 in principal, as well as other associated fees and interest associated with the Calling of the 2005 Series Bonds on the best terms available through bank financing, and will do so in accordance with the recommendations of the Village Finance Committee.

INTRODUCED at a regular meeting of the Board of Trustees of the Village of Sister Bay held this 16th day of February 2016.

Passed and adopted this ___ day of _____, 2016.

David W. Lienau, President

ATTEST:

Christy Sully, Village Clerk WCPC

VOTE: Ayes _____ Noes _____



Village of Sister Bay BOARD REPORT

Meeting Date 02/16/2016

Item No.: 9

Recommendation: That the Village Board consider a motion to approve a 4 month pro-rated Class A Beer and Liquor License to Collin & Jennifer Dahl - Firefly Outfitters, LLC, located at 10589 S Highland Rd.

Background: Collin and Jennifer Dahl – Firefly Outfitters, LLC, plan to open a shop where “small producer” wines and craft beers are sold in Unit #3 at 10589 S. Highland Road. The proper forms and payment have been submitted to the Village Clerk.

Fiscal Impact: A check for \$158.32 was received to cover the 4 month licensing period and notice publication fees.

Respectfully submitted,

Christy Sully
Village Clerk

File Name: document2

Printed: 2/12/2016 3:25 PM Created: 8/5/2005 9:53 AM

Author: Sister Bay Revision: 1/

97 to Retail

ORIGINAL ALCOHOL BEVERAGE RETAIL LICENSE APPLICATION

Submit to municipal clerk.

For the license period beginning _____ 20 16 ;
ending JUNE 30 20 16 ;

TO THE GOVERNING BODY of the: Town of }
 Village of } SISTER BAY
 City of }

County of DOOR Aldermanic Dist. No. _____ (if required by ordinance)

1. The named INDIVIDUAL PARTNERSHIP LIMITED LIABILITY COMPANY
 CORPORATION/NONPROFIT ORGANIZATION

hereby makes application for the alcohol beverage license(s) checked above.

2. Name (individual/partners give last name, first, middle; corporations/limited liability companies give registered name): FIREFLY OUTFITTERS, LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the name, title, and place of residence of each person.

Title	Name	Home Address	Post Office & Zip Code
President/Member	<u>MANAGER COLLIN J. DAHL</u>	<u>11226 BAYVIEW RD</u>	<u>SISTER BAY WI 54234</u>
Vice President/Member	<u>MANAGER JENNIFER L. DAHL</u>	<u>11226 BAYVIEW RD</u>	<u>SISTER BAY WI 54234</u>
Secretary/Member			
Treasurer/Member			
Agent	<u>COLLIN J. DAHL</u>	<u>11226 BAYVIEW RD</u>	<u>SISTER BAY WI 54234</u>
Directors/Managers			

3. Trade Name FIREFLY OUTFITTERS Business Phone Number 920-421-5800
 4. Address of Premises 10589 S HIGHLAND RD Post Office & Zip Code SISTER BAY WI 54234

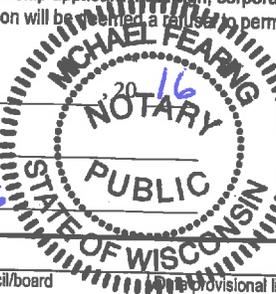
5. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? Yes No
6. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? Yes No
7. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? Yes No
8. (a) Corporate/limited liability company applicants only: Insert state WI and date _____ of registration. Yes No
 (b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? Yes No
 (c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? Yes No

(NOTE: All applicants explain fully on reverse side of this form every YES answer in sections 5, 6, 7 and 8 above.)

9. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.) 10589 S HIGHLAND RD, UNIT 3
10. Legal description (omit if street address is given above): _____
11. (a) Was this premises licensed for the sale of liquor or beer during the past license year? Yes No
 (b) If yes, under what name was license issued? _____
12. Does the applicant understand they must file a Special Occupational Tax return (TTB form 5630.5) before beginning business? [phone 1-800-937-8864] Yes No
13. Does the applicant understand they must hold a Wisconsin Seller's Permit? [phone (608) 266-2776]. Yes No
14. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? Yes No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signers. Signers agree to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants and each member of a partnership applicant must sign; corporate officer(s), members/managers of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

SUBSCRIBED AND SWORN TO BEFORE ME
this 3rd day of February
Michael Jensen
(Clerk/Notary Public)



[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner/Individual)
[Signature]
(Officer of Corporation/Member/Manager of Limited Liability Company/Partner)
[Signature]
(Additional Partner(s)/Member/Manager of Limited Liability Company if Any)

My commission expires 12-4-2016

TO BE COMPLETED BY CLERK			
Date received and filed with municipal clerk <u>2/5/16</u>	Date reported to council/board	Date provisional license issued	Signature of Clerk / Deputy Clerk
Date license granted	Date license issued	License number issued	

SCHEDULE FOR APPOINTMENT OF AGENT BY CORPORATION/NONPROFIT ORGANIZATION OR LIMITED LIABILITY COMPANY

Submit to municipal clerk.

All corporations/organizations or limited liability companies applying for a license to sell fermented malt beverages and/or intoxicating liquor must appoint an agent. The following questions must be answered by the agent. The appointment must be signed by the officer(s) of the corporation/organization or members/managers of a limited liability company and the recommendation made by the proper local official.

To the governing body of: Town Village of SISTER BAY County of DOOR City

The undersigned duly authorized officer(s)/members/managers of FIREFLY OUTFITTERS, LLC
(registered name of corporation/organization or limited liability company)

a corporation/organization or limited liability company making application for an alcohol beverage license for a premises known as FIREFLY OUTFITTERS
(trade name)

located at 10589 S. HIGHLAND RD #3

appoints COLLIN J. DAHL
(name of appointed agent)

11226 BAYVIEW RD, SISTER BAY, WI 54234
(home address of appointed agent)

to act for the corporation/organization/limited liability company with full authority and control of the premises and of all business relative to alcohol beverages conducted therein. Is applicant agent presently acting in that capacity or requesting approval for any corporation/organization/limited liability company having or applying for a beer and/or liquor license for any other location in Wisconsin?

Yes No If so, indicate the corporate name(s)/limited liability company(ies) and municipality(ies).

Is applicant agent subject to completion of the responsible beverage server training course? Yes No

How long immediately prior to making this application has the applicant agent resided continuously in Wisconsin? 24 YEARS

Place of residence last year 11226 BAYVIEW RD, SISTER BAY, WI 54234

For: FIREFLY OUTFITTERS, LLC
(name of corporation/organization/limited liability company)

By: [Signature]
(signature of Officer/Member/Manager)

And: _____
(signature of Officer/Member/Manager)

ACCEPTANCE BY AGENT

I, COLLIN J. DAHL, hereby accept this appointment as agent for the
(print/type agent's name)

corporation/organization/limited liability company and assume full responsibility for the conduct of all business relative to alcohol beverages conducted on the premises for the corporation/organization/limited liability company.

[Signature] 1/22/16 Agent's age 48
(signature of agent) (date)

11226 BAYVIEW RD, SISTER BAY, WI 54234 Date of birth 8/22/67
(home address of agent)

**APPROVAL OF AGENT BY MUNICIPAL AUTHORITY
(Clerk cannot sign on behalf of Municipal Official)**

I hereby certify that I have checked municipal and state criminal records. To the best of my knowledge, with the available information, the character, record and reputation are satisfactory and I have no objection to the agent appointed.

Approved on _____ by _____ Title _____
(date) (signature of proper local official) (town chair, village president, police chief)

AUXILIARY QUESTIONNAIRE ALCOHOL BEVERAGE LICENSE APPLICATION

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
DAHL		COLLIN		JOHN	
Home Address (street/route)		Post Office	City	State	Zip Code
11226 BAYVIEW RD			SISTER BAY	WI	54234
Home Phone Number		Age	Date of Birth	Place of Birth	
920-854-7979		48	8/22/1967	MINNEAPOLIS MN	

The above named individual provides the following information as a person who is (check one):

- Applying for an alcohol beverage license as an individual.
- A member of a partnership which is making application for an alcohol beverage license.

MEMBER/MANAGER of FIREBY RESTAURANT, LLC
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 24 YEARS
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employe of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

6. Named individual must list in chronological order last two employers.

Employer's Name DAHL LAW FIRM LLP	Employer's Address PO BOX 259 SISTER BAY WI 54234	Employed From 1/1/2006	To PRESENT
Employer's Name ROSS LAW OFFICE	Employer's Address PO BOX 317, STURGEON BAY WI 54781	Employed From 6/1990	To 12/31/2005

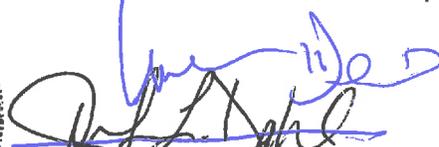
The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 22nd day of January, 2016

(Clerk/Notary Public)




(Signature of Named Individual)

My commission expires 5/31/2019



Printed on Recycled Paper

**AUXILIARY QUESTIONNAIRE
ALCOHOL BEVERAGE LICENSE APPLICATION**

Submit to municipal clerk.

Individual's Full Name (please print) (last name)		(first name)		(middle name)	
DAHL		JENNIFER		LEE	
Home Address (street/route)		Post Office		City	State
11226 BAYVIEW RD				SISTER BAY	WI
Home Phone Number		Age	Date of Birth		Place of Birth
920-854-7979		47	12/29/1968		CHICAGO IL

The above named individual provides the following information as a person who is (check one):

Applying for an alcohol beverage license as an individual.

A member of a partnership which is making application for an alcohol beverage license.

MEMBER of FIREFLY OUTDOORS, LLC
(Officer/Director/Member/Manager/Agent) (Name of Corporation, Limited Liability Company or Nonprofit Organization)

which is making application for an alcohol beverage license.

The above named individual provides the following information to the licensing authority:

- How long have you continuously resided in Wisconsin prior to this date? 20
- Have you ever been convicted of any offenses (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of any other states or ordinances of any county or municipality? Yes No
 If yes, give law or ordinance violated, trial court, trial date and penalty imposed, and/or date, description and status of charges pending. (If more room is needed, continue on reverse side of this form.)
- Are charges for any offenses presently pending against you (other than traffic unrelated to alcohol beverages) for violation of any federal laws, any Wisconsin laws, any laws of other states or ordinances of any county or municipality? Yes No
 If yes, describe status of charges pending.
- Do you hold, are you making application for or are you an officer, director or agent of a corporation/nonprofit organization or member/manager/agent of a limited liability company holding or applying for any other alcohol beverage license or permit? Yes No
 If yes, identify. (Name, Location and Type of License/Permit)
- Do you hold and/or are you an officer, director, stockholder, agent or employee of any person or corporation or member/manager/agent of a limited liability company holding or applying for a wholesale beer permit, brewery/winery permit or wholesale liquor, manufacturer or rectifier permit in the State of Wisconsin? Yes No
 If yes, identify. (Name of Wholesale Licensee or Permittee) (Address By City and County)

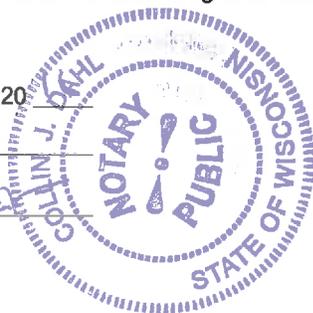
6. Named individual must list in chronological order last two employers.

Employer's Name <u>DAHL LAW FIRM LTD</u>	Employer's Address <u>PO BOX 259 SISTER BAY WI 54234</u>	Employed From <u>1/1/2006</u>	To <u>PRESENT</u>
Employer's Name <u>ROSS LAW OFFICE</u>	Employer's Address <u>PO BOX 317 STURGEON BAY WI 54235</u>	Employed From <u>1997</u>	To <u>12/31/2005</u>

The undersigned, being first duly sworn on oath, deposes and says that he/she is the person named in the foregoing application; that the applicant has read and made a complete answer to each question, and that the answers in each instance are true and correct. The undersigned further understands that any license issued contrary to Chapter 125 of the Wisconsin Statutes shall be void, and under penalty of state law, the applicant may be prosecuted for submitting false statements and affidavits in connection with this application.

Subscribed and sworn to before me

this 3rd day of Feb, 2010
[Signature]
(Clerk/Notary Public)



[Signature]
(Signature of Named Individual)

My commission expires is permanent



Printed on Recycled Paper



VILLAGE OF SISTER BAY BOARD REPORT

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

Meeting Date: 02/16/16

Item No. 10

Recommendation: Consider a motion to act on a recommendation of Plan Commission, Parks Committee, and Economic Development Committee and approve phase II of work on Wayfinding Signage

Background:

The Village worked with Living Labs (now JB Fieldworks) to develop a concept design for Wayfinding Signage, and a Wayfinding Signage master plan.

The preliminary work on this has been completed as a part of phase I. Phase II consists of finalization of designs, maps, and bidding out of sign work to competent bidders.

Fiscal Impact:

\$5000.00 in design, mapping, DOT Submittal and approval, and bid administration work.

Respectfully submitted,

Zeke Jackson
Village Administrator

February 9, 2016

Mr. Zeke Jackson
The Village of Sister Bay
2222 Scandia Road
Sister Bay, Wisconsin 54234

Re: Wayfinding Signage Phase 1 Installation.

Mr. Jackson,

Congratulations to you and your Boards for taking action to provide visitors to the Village the convenience of easily navigating to important destinations and parking. Building on the approved Wayfinding Plan, we are poised to assist you with the first phase of implementation. We will provide the following services to ensure that Phase 1 of your sign program sets the tone for the rest of your important project.

We understand that you are seeking to install the Vehicular and Pedestrian Signs in this first phase. As some of these signs will be installed within the Wisconsin DOT's R.O.W., we will need to coordinate the design and installation specifications with them. The following Scope of Work is design to most efficiently achieve your goals:

Scope of Work

Final Design

- Final Master Plan for Community Wayfinding Signing (WisDOT Compliant)
 - Map of the Community with sign locations and destinations
 - Concept Design of a typical sign
- Final Construction Details
- Break Away Sign Post Detail
- Permit Application to WisDOT Regional Traffic Engineer
- Meeting with WisDOT, if needed
- Request Bids from (3) Sign Manufacturers

Installation

- Inspect Signs
- Field Locate Signs per WisDOT guidelines.
- Construction Observation for (1) of each sign type.

Fee

JB Fieldworks can complete the scope of work for a lump sum fee of **\$5,000**.

Schedule

We can begin working immediately upon your notice to proceed.

If you should have any questions, please do not hesitate to call me at 734.626.5467 or email me at jamison@jbfieldworks.com.

Respectfully yours,

Jamison W. Brown ASLA, PLA

Principal



VILLAGE OF SISTER BAY BOARD REPORT

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

Meeting Date: 02/16/16

Item No. 11

Recommendation: Take home the attached goal setting worksheets and complete assignments in preparation for the next goal setting session

Background:

The Village is in the midst of finishing a major 20 year plan, much sooner than anticipated. While we are all excited about this work, there is some differing sentiment among citizens, committee members, and Trustees as to what, how, and when something should be done next.

Goal setting allows our policy makers to define a clear direction with ranked priorities based on the collective will of the Board on what should be done, how it should be financed or paid for, and when something might be scheduled to be completed.

Going through a comprehensive Board planning process will allow us to take a comprehensive look at scarce human and financial resources, impacts to the community, levels of debt, public interest in projects, tax rates, and a myriad of factors which go into the decision making process for any public project.

This is the first in many steps to arrive at a set of measurable goals, and from that, a strategic work plan for the Village Staff.

Fiscal Impact:

None at this time.

Respectfully submitted,

Zeke Jackson
Village Administrator

GOAL SETTING

A Preparation Packet



Village
of
Sister
Bay

Notes to Readers

INTRODUCTION

This packet has been developed to help you prepare for the upcoming goal-setting session we have scheduled. In the firm belief that the more time you spend "ahead of time, the less you will spend at the time," this packet encourages you to complete several quick exercises in the way of "homework." Much of the material in the packet is to stimulate your best thinking about the condition of the Village and its future. Read through each of the pages and complete the suggested exercises. Return them to the Village Administrator as soon as they are finished and well ahead of the scheduled session. The Village Administrator will act as facilitator and may use the information to prepare for the session as well as to prepare various poster and map displays to be used during the session.

WHAT CAN YOU EXPECT IN A GOAL-SETTING SESSION?

The technique and processes used in this goal-setting approach are simple, straightforward, and to the point. Provided the homework packets are completed and returned to the collection point on time, when you enter the goal-setting session, you will find already posted and ready for processing, the summarized results of the collective homework packets of each of the board members. There are several steps involved in the goal-setting process.

STEP 1: DISCUSS LONG-RANGE ISSUES

Participants will review and discuss the long-range issues the city will be facing (see page 5).

STEP 2: DISCUSS POSSIBLE GOALS

Participation will consist of a review of the posted goals to insure that each participant understands clearly what is meant by the statement.

STEP 3 GROUP GOALS BY TOPIC

The group begins the process of clustering various goal statements into logical groupings under appropriate headings (e.g., Economic Development, Downtown Redevelopment, Tourism, etc.). This step is the most lengthy portion of the goal-setting process, because as the clustering process is taking place, the individual goals are edited, analyzed, and often rewritten to meet the needs of the group.

STEP 4: PRIORITIZE GOALS

During this step, resource points are distributed among the various goals and objectives to represent the collective sense of priority of the Board as a whole. Without this step, the goal-setting process is useless to those who are responsible for carrying out the policies of the council.

WHAT CAN YOU EXPECT OF THE FACILITATOR?

The facilitator of a goal-setting session has two primary responsibilities. First, the facilitator must keep the discussion on track and directed toward the process of setting goals. Second, the facilitator must keep the communication process open, accurate, and positive. To do so, he or she may ask you to clarify certain statements, or show how your comments are related to the goals and activities at hand. The most frequent question you will hear asked by the facilitator during the session will most likely be, "How will you know when you have accomplished that goal?" or, "What will it look like when you have accomplished the objective?" By doing this, the facilitator assures that the goals you end up with are goals that are practical and can actually be attained. You must supply the relevant information. The facilitator is an expert on helping Boards pull the various views and needs of the individual members into a workable set of goals that represent the direction for the Village for the next year(s).

HOW CAN YOU HELP MAKE THE GOAL-SETTING SESSION MOST EFFECTIVE?

There are several things you can do to help make the session a productive one. First, complete the homework packet and turn it in well ahead of time. Second, come to the session prepared to listen, discuss, and make commitments and decisions for the Village. Third, come to the session with the understanding that probably not all of your goals will be the same or of the same priority as those of others on the council, and that to be effective, the final goals must represent the needs of the Village and of the whole Board. Therefore, be prepared to negotiate, compromise, and work for solutions and goals that are the best for all parties involved. Finally, be prepared for some hard work, some fun, and, when it is all over, the satisfaction of knowing you've done something productive and really important for your Village.

Looking Back

1. Review the individual goals you set last year. Using a scale from 1 - 10, assign a rating of how successful you believe you as a Board Member were in accomplishing each of the goals.

1-----10
 Totally Unsuccessful Totally Successful

2. When you have finished rating each of last year's goals, analyze the reason for the varying degrees of success and failure that your ratings represent.

For those goals receiving a high rating, try to determine what events, circumstances and conditions helped in the achievement of these good results.

For those with low ratings, identify the events, circumstances and conditions that prevented the Board and Village from successfully accomplishing the goal.

Are any patterns apparent in your analysis?

Were your goals too unrealistic?

Did you set goals that were high enough?

Are you able to accurately assess how well you really did with respect to goal accomplishment?

Did you have too many goals for the resources and time? Too Few?

3. Based upon this analysis and upon your experience with goal-setting, both as a specific activity and as a management tool for the Village over the last year, what suggestions and recommendations do you have that will help make the goal-setting process more effective for this next year? Include your suggestions with those on page 9.

Gathering Information

Before going any further in preparing for the goal-setting session, gather some information. Talk to people. Talk to...

Business People	Homemakers	Students
Lawyers	Doctors	Plumbers
Teachers	Retirees	Kids
People on the Street	Waiters	Cooks
Mechanics	Laborers	City Employees
Department Heads	Truck Drivers	Special Interest Groups
Church Officials	Grocers	Newcomers
People Who Haven't Voted in Five Years		

Ask about their concerns, their ideas, their solutions and goals. Talk to people you don't normally talk to. Talk to people about their Village and what they think you, as an individual Trustee, and you as a Village Board together should be doing.

Review the events of last year, the goals established and the achievements actually attained. Develop a feel for the relative expenditures necessary for goal achievement. Consider:

The time involved.

The personnel resources required.

The money required.

The projects that didn't get done because of higher priority projects.

The time, resources, and money necessary to maintain the advances of last year.

The unforeseen events that transpired which caused you to be less effective than you would have liked.

Look to the future. What events or circumstances are likely to come along during this next goal cycle to upset the best of intentions? What must you be prepared for?

Down the Road

Using your knowledge of the Village and your feelings for its long-range future, speculate as to the major issues the city will have to address during the next 5, 10, 20 years. Identify several of them. List them below, and tell how you think the Village should begin preparing to deal with them

1.

2.

3.

4.

5.

6.

"ONE SHOULD NOT PLAN VAST PROJECTS WITH HALF-VAST IDEAS."

Anonymous

Criteria for Effective Goals

"THE BEST CRITERIA OF A GOAL IS THIS: "IS IT USEFUL?"

- SPECIFICITY: General goals are less useful than specific ones because specific ones imply next steps.
- PERFORMANCE: Performance or action-oriented goals are more effective in guiding staff in what to do than are non-performance goals. Do not confuse statements of belief or council views and positions as goal-statements. Goal-statements lead to action, whereas statements of positions or beliefs may only describe a condition.
- INVOLVEMENT: Goal statements should identify who is to be involved in goal accomplishment and to what extent.
- REALISM: Each goal must be realistically attainable .
- OBSERVABILITY: Goal statements must be written so that an observer will be able to tell when and whether or not the goal is being accomplished. The more observable the goal, the easier it is to judge effectiveness.

The 10 Most Important Goals

I Think We Should Pursue This Next Year

Based upon your experiences last year, your beliefs and perceptions about the future of the Village, and the ideas and concerns you have generated in working through this booklet, list the ten top goals you would like to see addressed this next year. You do not need to prioritize them. Write your goal statements with the "criteria for effective goals in mind."

The Effective Village Board

- maintains a clear and cooperatively established set of goals;
- encourages open, two-way communication between one another;
- respects the knowledges, skills, and special interests of each other;
- handles dissent, conflict, and controversy in a positive, constructive, and professional manner;
- recognizes and acts upon the importance of presenting a solid unity after decisions have been made, even though individuals might have voted and lobbied for a different decision prior to a vote;
- understands that the Board is only effective as a single unit;
- recognizes that Trustees have different constituencies and beliefs, and that each represents a legitimate part of the community - no more and no less than any other Trustee;
- recognizes the differences between arguing and problem-solving;
- does not personalize issues and decisions; and
- understands that one is seldom going to have all decisions go the way one wants, and accepts and works positively within that framework.

"OFTEN, WHEN DEMOCRACY IS WORKING AT ITS BEST,
EVERYONE IS JUST A LITTLE DISSATISFIED."

Working Together

What ideas do you have about becoming a more effective Board? What are some goals you think the Board as a group should set for itself in order to become a more effective body? Use your past experience, your perceptions of Board functioning, and the information generated by working through this booklet to develop your ideas. List them on this sheet.

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
10001	A-1 ELEVATOR	9209	Semi-Annual service	01/05/2016	132.00	132.00	01/14/2016
	Total 10001				132.00	132.00	
10003	AAPLE RIDGE LOCKSMITH	4476	Replace lock Fire Station	08/14/2015	762.00	762.00	12/17/2015
		4477	Re Key locks Fire Station	08/21/2015	133.00	133.00	12/17/2015
		4478	Re Key locks Hendrickson Park	07/31/2015	54.00	54.00	12/17/2015
		4479	Lock repair - J Dock Utility Bldg	08/05/2015	128.00	128.00	12/17/2015
			Lock repair - Marina Bldg		396.00	396.00	12/17/2015
	Total 10003				1,473.00	1,473.00	
10005	ACTION ELECTRIC INC	30185	village hall - Locate Wires	11/30/2015	394.23	394.23	12/17/2015
		30249	maintenance - Street Lights Cherrywood	01/01/2016	174.82	174.82	01/14/2016
		30311	Capacitor	02/01/2016	39.94	39.94	02/10/2016
			ballast repair - shop		27.50	27.50	02/10/2016
			locator fee/service call		95.00	95.00	02/10/2016
	Total 10005				731.49	731.49	
10007	ACTION APPRAISERS INC	1553	Assessor	01/04/2016	2,875.00	2,875.00	01/07/2016
		1567	Assessor - Feb	02/01/2016	2,875.00	2,875.00	02/10/2016
	Total 10007				5,750.00	5,750.00	
10110	AFLAC	519788	Employee-funded premium	01/12/2016	273.44	273.44	01/21/2016
	Total 10110				273.44	273.44	
10201	ATV RENEWAL PROCESSING CTR	2016	Brutus registration renewal	01/25/2016	30.00	30.00	01/28/2016
	Total 10201				30.00	30.00	
10205	AURORA HEALTH CARE	1946428	New Employee Drug Screen	12/20/2015	73.00	73.00	12/31/2015
	Total 10205				73.00	73.00	
10214	SCOTT BAKER	QTR4-15	Reimb - mileage	12/31/2015	135.70	135.70	01/07/2016
	Total 10214				135.70	135.70	
10215	JAKE BASTIAN	CABELAS	Reimb for boots	12/20/2015	99.88	99.88	12/31/2015
	Total 10215				99.88	99.88	
12205	JOSEPH BALDAROTTA	13116	reimb food for resale	01/31/2016	89.54	89.54	02/04/2016
		DEC15	reimb food for resale	12/31/2015	77.67	77.67	01/14/2016
			reimb supplies - gas/oil/fluids		19.25	19.25	01/14/2016
			reimb supplies - tools/Minor Equipment		33.20	33.20	01/14/2016
	Total 12205				219.66	219.66	
12225	NATHAN BELL	QTR 4	Plan Commission compensation	12/31/2015	120.00	120.00	12/31/2015
	Total 12225				120.00	120.00	
12228	BLUE TARP FINANCIAL INC	1612599107	Jacket - Hirschmiller	12/23/2015	99.99	99.99	01/14/2016

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
	Total 12228				99.99	99.99	
13260	BHIRDO'S BY THE BAY	16791	Village gas -	11/30/2015	194.34	194.34	12/17/2015
		16830	Village gas -	12/31/2015	239.12	239.12	01/28/2016
	Total 13260				433.46	433.46	
13499	BRUCE MUNICIPAL EQUIP INC	5160060	Repair parts - trackless	11/09/2015	82.86	82.86	12/17/2015
	Total 13499				82.86	82.86	
13505	BURKART-HEISDORF INS INC	249268	General Liability - Village	01/12/2016	1,822.68	1,822.68	02/04/2016
			General Liability - Marina		315.96	315.96	02/04/2016
			General Liability - Ice Rink		65.88	65.88	02/04/2016
			General Liability - Utilities		359.55	359.55	02/04/2016
			General Liability - Utilities		529.34	529.34	02/04/2016
			General Liability - Utilities		109.86	109.86	02/04/2016
			Auto - Village		712.87	712.87	02/04/2016
			Auto - TKH		21.96	21.96	02/04/2016
			Auto - Utilities		119.85	119.85	02/04/2016
			Auto - Utilities		176.45	176.45	02/04/2016
			Auto - Utilities		36.62	36.62	02/04/2016
			Crime - Village		187.77	187.77	02/04/2016
			Crime - Marina		32.55	32.55	02/04/2016
			Crime - Ice Rink		6.79	6.79	02/04/2016
			Crime - Utilities		37.04	37.04	02/04/2016
			Crime - Utilities		54.53	54.53	02/04/2016
			Crime - Utilities		11.32	11.32	02/04/2016
			W/C - Board		365.57	365.57	02/04/2016
			W/C - Admin		2,397.79	2,397.79	02/04/2016
			W/C - Parks/Rec		2,324.08	2,324.08	02/04/2016
			W/C - Marina		881.92	881.92	02/04/2016
			W/C - Ice Rink		183.87	183.87	02/04/2016
			W/C - Utilities - Water		1,003.59	1,003.59	02/04/2016
			W/C - Utilities - Wastewater		1,477.51	1,477.51	02/04/2016
			W/C - Utilities - Collection		306.65	306.65	02/04/2016
	Total 13505				13,542.00	13,542.00	
14309	CARDMEMBER SERVICE	0080	Meal for EDC	01/13/2016	26.00	26.00	02/04/2016
		0293	ice eater	01/15/2016	445.13	445.13	02/04/2016
		0402	Flowers - Martha	11/24/2015	44.00	44.00	01/14/2016
		1023	Flower Pot Ladies Lunch	10/21/2015	222.13	222.13	12/17/2015
			Flower Pot Ladies Gift Cert.		225.00	225.00	12/17/2015
		1142	Reimb Steve Mann pants	01/23/2016	47.98	47.98	02/04/2016
		121715	Late fees	12/17/2015	35.00	35.00	01/14/2016
		1221	interest	12/21/2015	34.68	34.68	01/14/2016
		132	Plan Commission study session	01/04/2016	84.18	84.18	02/04/2016
		1982	Phone charger - Zeke	01/14/2016	12.64	12.64	02/04/2016
		2194	Tools for eco dev meeting	12/16/2015	5.38	5.38	01/14/2016
		2946	Symantec	11/16/2015	296.00	296.00	12/17/2015
			Symantec		214.60	214.60	12/17/2015
			Symantec		37.00	37.00	12/17/2015
			Symantec		74.00	74.00	12/17/2015
			Symantec		42.62	42.62	12/17/2015
			Symantec		62.75	62.75	12/17/2015
			Symantec		13.03	13.03	12/17/2015
		4397	gas cans	01/04/2016	29.91	29.91	02/04/2016

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
		5380	Christmas Lights	11/25/2015	518.96	518.96	01/14/2016
		6200	File Folders HR	01/08/2016	115.63	115.63	02/04/2016
		6442	Reimb Zeke for meals	01/20/2016	42.00	42.00	02/04/2016
		6923	Banners - ice rink	11/29/2015	1,679.32	1,679.32	01/14/2016
		8541	Staff Lunch	12/02/2015	91.00	91.00	01/14/2016
		8772	People Smart - address look-up	12/22/2015	3.28	3.28	02/04/2016
			People Smart - address look-up		29.85	29.85	02/04/2016
			People Smart - address look-up		10.75	10.75	02/04/2016
			People Smart - address look-up		15.82	15.82	02/04/2016
		8975	Banners - ice rink	12/20/2015	107.14	107.14	01/14/2016
		9405	Broomballs	01/07/2016	301.73	301.73	02/04/2016
		9451	Postage	01/11/2016	7.89	7.89	02/04/2016
		ICCR	interest reversal	01/22/2016	.41 -	.41 -	02/04/2016
	Total 14309				4,874.99	4,874.99	
14310	CAPTAIN COMMODOES INC	27718	Commode rental - Dog Park	12/22/2015	75.00	75.00	01/07/2016
		28010	Commode rental - Dog Park	01/29/2016	75.00	75.00	02/10/2016
	Total 14310				150.00	150.00	
17501	CHARTER COMMUNICATIONS	1215BH	Boathouse - charter TV	12/08/2015	9.81	9.81	12/17/2015
		FEB16-ADM	internet/ adm bldg	01/23/2016	149.99	149.99	02/04/2016
		JAN16	internet - Marina	12/13/2015	145.00	145.00	12/24/2015
		JAN16-ADM	internet - Admin Bldg	12/23/2015	149.99	149.99	01/07/2016
		JAN-16BH	Boathouse - charter TV	01/08/2016	35.00	35.00	01/21/2016
		JAN16-MARINA	internet - Marina	01/13/2016	145.00	145.00	01/28/2016
	Total 17501				634.79	634.79	
17506	CELLCOM	258835	Cell phone - Administrator	12/05/2015	28.53	28.53	12/17/2015
			Cell phone - Marketing mgr.		54.91	54.91	12/17/2015
			Cellphone - Marina manager		90.83	90.83	12/17/2015
			Cellphones - Parks employees		156.94	156.94	12/17/2015
		JAN16	Cellphone - Marina manager	01/05/2016	90.77	90.77	01/21/2016
			Cell phone - Administrator		2.28 -	2.28 -	01/21/2016
			Cell phone - Marketing mgr.		10.09	10.09	01/21/2016
			Cellphones - Parks employees		125.91	125.91	01/21/2016
	Total 17506				555.70	555.70	
17515	CIVIC SYSTEMS	CVC13894	software support	01/08/2016	464.00	464.00	01/28/2016
			software support		92.80	92.80	01/28/2016
			software support		129.92	129.92	01/28/2016
			software support		194.88	194.88	01/28/2016
			software support		46.40	46.40	01/28/2016
		TRAINTR	Training	01/14/2016	2,010.00	2,010.00	02/04/2016
	Total 17515				2,938.00	2,938.00	
17519	COUNTRY WALK BP-AMOCO	1282	Village gas -	12/31/2015	81.41	81.41	01/14/2016
		1292	Village gas -	11/30/2015	200.44	200.44	12/17/2015
		1313	Village gas -	02/03/2016	134.44	134.44	02/10/2016
	Total 17519				416.29	416.29	
17526	CUMMINS NPOWER LLC	802-39997	Generator maintenance - FS	01/19/2016	543.00	543.00	01/28/2016
		802-40860	Maintenance - Fire Station	01/29/2016	728.45	728.45	02/10/2016

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
	Total 17526				1,271.45	1,271.45	
20005	SHARON DOERSCHING	QTR 4	Parks Committee compensation	12/31/2015	120.00	120.00	12/31/2015
	Total 20005				120.00	120.00	
20007	DELTA DENTAL OF WIS	851477	Dental insurance	12/01/2015	1,041.73	1,041.73	12/17/2015
		860811	Dental insurance - January	12/15/2015	1,154.92	1,154.92	12/29/2015
		870496	Dental insurance	01/22/2016	1,225.40	1,225.40	01/28/2016
	Total 20007				3,422.05	3,422.05	
20399	DONOHUE & ASSOC	12032-52	Bayshore Dr engineering - water	12/10/2015	275.00	275.00	12/31/2015
			Bayshore Dr engineering - sewer		330.00	330.00	12/31/2015
	Total 20399				605.00	605.00	
20443	DEATH'S DOOR MARINE INC	#5	Beach Expansion	01/26/2016	272,883.80	272,883.80	02/04/2016
		1082	Beach Expansion	12/20/2015	3,000.00	3,000.00	01/07/2016
		62215	Beach Expansion	12/31/2015	52,320.00	52,320.00	01/07/2016
	Total 20443				328,203.80	328,203.80	
20450	DOOR COUNTY TREASURER	181-1876	Property Tax	12/01/2015	6,053.83		
			Property Tax		6,053.83 -		
		181-1877	Property Tax	12/01/2015	1,513.46		
			Property Tax		1,513.46 -		
		JAN2016	January Settlement - County/State	01/14/2016	579,246.24	579,246.24	01/14/2016
	Total 20450				579,246.24	579,246.24	
20451	DOOR COUNTY HWY DEPT	40011441	Street Maintenance	11/21/2015	668.39	668.39	12/17/2015
		40011604	Snowplowing/Sanding	02/03/2016	2,980.52	2,980.52	02/10/2016
	Total 20451				3,648.91	3,648.91	
20452	DOOR COUNTY IT DEPT	40011510	Admin Fee	12/31/2015	20.40	20.40	01/14/2016
			Set up Tasha's computer		411.22	411.22	01/14/2016
			Tech Support - Village		98.87	98.87	01/14/2016
		40011626	Tech Support - Marina	02/04/2016	163.77	163.77	02/10/2016
			Tech Support - Village		108.60	108.60	02/10/2016
			Set up Trustee		53.52	53.52	02/10/2016
	Total 20452				856.38	856.38	
20453	DOOR COUNTY CO-OP	91625	battery golf cart	12/21/2015	568.00	568.00	01/14/2016
		916426	battery credit	12/22/2015	108.00 -	108.00 -	01/14/2016
	Total 20453				460.00	460.00	
20455	DOOR COUNTY SHERIFF	122815	Background check - TR	12/28/2015	122.92	122.92	01/07/2016
	Total 20455				122.92	122.92	
20461	DOOR COUNTY PLANNING DEPT	122115	Planning maps	12/21/2015	135.00	135.00	01/07/2016

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 20461					135.00	135.00	
20464	DOOR COUNTY REAL PROPERTY	01282016	Revised Tax Parcel Maps	01/28/2016	37.50	37.50	02/10/2016
Total 20464					37.50	37.50	
20470	DWD-UI	000007458635	J POLECHECK	01/31/2016	432.81	432.81	02/10/2016
		7400134	W Curran	12/31/2015	167.37	167.37	01/21/2016
Total 20470					600.18	600.18	
20472	DOOR COUNTY YMCA	1516-022	YMCA Classes - Sister Bay	11/24/2015	495.00	495.00	12/17/2015
Total 20472					495.00	495.00	
20505	EMPLOYEE BENEFITS CORP.	1402756	Benny Fee	12/15/2015	2.25	2.25	12/31/2015
			Minimum Fee		50.00	50.00	12/31/2015
		1417958	Dependent Care - FSA	01/08/2016	416.66	416.66	02/10/2016
			Dependent Care - FSA		416.66	416.66	02/10/2016
		1428175	Minimum Fee	01/15/2016	50.00	50.00	01/21/2016
		1445023	Dependent Care - FSA	02/08/2016	416.66	416.66	02/10/2016
Total 20505					1,352.23	1,352.23	
20511	JOSEPH FELHOFER	FF	Reimb uniform allowance	12/19/2015	13.69	13.69	12/31/2015
Total 20511					13.69	13.69	
20512	EFTPS - ONLINE 941 PAYMENT	PR0102160	PRINT PAPER CHECK TO UPDATE GL	01/07/2016	3,233.28	3,233.28	01/14/2016
			PRINT PAPER CHECK TO UPDATE GL		756.22	756.22	01/14/2016
			PRINT PAPER CHECK TO UPDATE GL		2,587.30	2,587.30	01/14/2016
		PR0116160	PRINT PAPER CHECK TO UPDATE GL	01/21/2016	3,371.00	3,371.00	01/22/2016
			PRINT PAPER CHECK TO UPDATE GL		788.44	788.44	01/22/2016
			PRINT PAPER CHECK TO UPDATE GL		2,544.33	2,544.33	01/22/2016
		PR0130160	PRINT PAPER CHECK TO UPDATE GL	02/04/2016	3,355.08	3,355.08	02/05/2016
			PRINT PAPER CHECK TO UPDATE GL		784.68	784.68	02/05/2016
			PRINT PAPER CHECK TO UPDATE GL		2,608.39	2,608.39	02/05/2016
		PR1205150	PRINT PAPER CHECK TO UPDATE GL	12/16/2015	20.97	-	
			PRINT PAPER CHECK TO UPDATE GL		4.34	-	
			PRINT PAPER CHECK TO UPDATE GL		18.60	-	
		PR1219150	PRINT PAPER CHECK TO UPDATE GL	12/22/2015	3,122.50	3,122.50	12/23/2015
			PRINT PAPER CHECK TO UPDATE GL		730.28	730.28	12/23/2015
			PRINT PAPER CHECK TO UPDATE GL		2,312.44	2,312.44	12/23/2015
			PRINT PAPER CHECK TO UPDATE GL		127.40	127.40	12/31/2015
			PRINT PAPER CHECK TO UPDATE GL		87.88	87.88	12/31/2015
			PRINT PAPER CHECK TO UPDATE GL		375.76	375.76	12/31/2015
		PR1228150	PRINT PAPER CHECK TO UPDATE GL	12/30/2015	879.44	879.44	12/31/2015
			PRINT PAPER CHECK TO UPDATE GL		205.68	205.68	12/31/2015
			PRINT PAPER CHECK TO UPDATE GL		22.50	22.50	12/31/2015
Total 20512					27,848.69	27,892.60	
20515	FERRELL GAS	1089837324	propane Library	12/07/2015	192.66	192.66	01/07/2016
		1089880114	propane fire station	12/09/2015	711.29	711.29	01/07/2016
		1089898114	Maintenance Bldg	12/10/2015	229.45	229.45	01/07/2016
		1090119663	propane Library	12/28/2015	284.05	284.05	01/14/2016
		1090170819	propane fire station	12/30/2015	983.15	983.15	02/10/2016
		1090192638	Maintenance Bldg	12/31/2015	163.31	163.31	02/10/2016

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
		1090442993	propane Library	01/18/2016	408.51	408.51	02/10/2016
		1090508632	propane fire station	01/22/2016	1,424.62	1,424.62	02/10/2016
		1090519493	Maintenance Bldg	01/21/2016	244.03	244.03	02/10/2016
	Total 20515				4,641.07	4,641.07	
20599	EVENSON LAUNDRY INC	698772	Entrance mats - Admin Bldg	12/01/2015	28.00	28.00	01/07/2016
			Entrance mats - Fire Station		72.00	72.00	01/07/2016
		699851	Entrance mats - Admin Bldg	01/26/2016	28.00	28.00	02/10/2016
			Entrance mats - Fire Station		72.00	72.00	02/10/2016
	Total 20599				200.00	200.00	
30701	FRONTIER	ADMFE16	Admin Bldg phone	02/01/2016	185.35	185.35	02/10/2016
		DEC15-M	Marina phone	12/07/2015	54.31	54.31	12/17/2015
		JAN16-ADM	Admin Bldg phone	12/25/2015	182.47	182.47	01/07/2016
		JAN16-M	Marina phone	01/07/2016	54.94	54.94	01/21/2016
		JAN16-SPLX	Sports Cplx phone	12/25/2015	44.37	44.37	01/07/2016
		SPTCPLX 0216	Sports Cplx phone	02/01/2016	44.61	44.61	02/10/2016
	Total 30701				566.05	566.05	
30704	GANNETT WI NEWSPAPERS	9425578	Legal notices - Village	11/30/2015	55.90	55.90	12/17/2015
		9427312	Legal notices - Village Budget	11/30/2015	439.92	439.92	12/17/2015
			Legal notices - Village		30.60	30.60	12/17/2015
		9503231	Legal notices - Plan Commission	12/31/2015	55.90	55.90	01/07/2016
	Total 30704				582.32	582.32	
30725	GIBRALTAR AREA SCHOOLS	JAN2016	January Settlement - Gibraltar	01/14/2016	421,197.53	421,197.53	01/14/2016
	Total 30725				421,197.53	421,197.53	
30747	G.O. HANDYMAN	419320	Painting fire station	12/12/2015	712.51	712.51	12/17/2015
		419321	Painting fire station	12/20/2015	1,970.00	1,970.00	01/07/2016
		419322	Painting fire station	12/28/2015	620.00	620.00	01/07/2016
	Total 30747				3,302.51	3,302.51	
30750	GOING CO INC	123997-0116	garbage - Village	01/31/2016	6,249.88	6,249.88	02/10/2016
			recycle - Village		538.96	538.96	02/10/2016
		123997-V16	garbage - Village	12/31/2015	6,990.66	6,990.66	01/14/2016
			recycle - Village		633.57	633.57	01/14/2016
		325803-FS16	recycling - Fire Station	01/01/2016	48.06	48.06	01/14/2016
	Total 30750				14,461.13	14,461.13	
30751	GREAT-WEST	PR0102160	Great West Deferred Comp. DEFERREI	01/07/2016	962.84	962.84	01/14/2016
			Great West Deferred Comp. EMPLOYEF		336.80	336.80	01/14/2016
		PR0116160	Great West Deferred Comp. DEFERREI	01/21/2016	1,348.60	1,348.60	01/22/2016
			Great West Deferred Comp. EMPLOYEF		321.76	321.76	01/22/2016
		PR0130160	Great West Deferred Comp. DEFERREI	02/04/2016	1,155.72	1,155.72	02/05/2016
			Great West Deferred Comp. EMPLOYEF		329.28	329.28	02/05/2016
		PR1219150	Great West Deferred Comp. DEFERREI	12/22/2015	1,148.20	1,148.20	12/23/2015
			Great West Deferred Comp. EMPLOYEF		336.80	336.80	12/23/2015
	Total 30751				5,940.00	5,940.00	
30756	MARGE GRUTZMACHER	QTR4-15	Plan Commission compensation	12/31/2015	80.00	80.00	12/31/2015

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
	Total 30756				80.00	80.00	
30757	GRUETT'S	9302P	2013 Polaris Brutus - parts	01/19/2016	121.36	121.36	02/10/2016
	Total 30757				121.36	121.36	
31809	HSABANK	12616	Additional HSA Contributions	01/26/2016	513.12	513.12	01/28/2016
		2016	HSA start up deposit	12/18/2015	23,511.00	23,511.00	12/18/2015
	Total 31809				24,024.12	24,024.12	
31810	HARBOR CONST OF DOOR CTY INC	16301	Hendrickson Park test hole dig	12/10/2015	2,332.50	2,332.50	12/24/2015
	Total 31810				2,332.50	2,332.50	
34855	HORST DIST INC	53085	Jacobson lawnmower repair	12/31/2015	1,153.20	1,153.20	01/07/2016
		53104	Jacobson lawnmower repair	01/08/2016	1,681.31	1,681.31	01/21/2016
	Total 34855				2,834.51	2,834.51	
34858	DON HOWARD	QTR4-15	Plan Commission compensation	12/31/2015	120.00	120.00	12/31/2015
	Total 34858				120.00	120.00	
40956	INNOVATIVE PRINTING LLC	20325	Tax bill inserts	11/18/2015	219.00	219.00	12/17/2015
	Total 40956				219.00	219.00	
40963	INSPECTION SPECIALIST LLC	DEC2015	Building Inspection	12/31/2015	144.90	144.90	01/28/2016
	Total 40963				144.90	144.90	
41001	MATTHEW JACKSON	12215	Meeting mileage	12/07/2015	225.63	225.63	12/24/2015
		JAN16	Meeting mileage	01/21/2016	226.69	226.69	01/28/2016
	Total 41001				452.32	452.32	
41018	SMITHGROUP JJR LLC	0113996	beach expansion redesign	01/26/2016	940.00	940.00	02/10/2016
		112669	beach expansion	11/18/2015	4,783.75	4,783.75	01/07/2016
		113553	Sister Bay Beach Expansion	12/30/2015	3,500.00	3,500.00	01/28/2016
	Total 41018				9,223.75	9,223.75	
41090	JUNGWIRTH'S ACE HARDWARE	2203-12	Maintenance - TKH	12/31/2015	9.98	9.98	01/14/2016
		2294-1115	supplies - Office Parks	11/30/2015	1.79	1.79	12/17/2015
			supplies - Custodial		7.99	7.99	12/17/2015
			supplies - Shop supplies		122.96	122.96	12/17/2015
			Tools/Minor Equip - Village		25.99	25.99	12/17/2015
			Maintenance - Signs		8.99	8.99	12/17/2015
			Seasonal Decorations		203.99	203.99	12/17/2015
			Maintenance - Equipment Village		4.49	4.49	12/17/2015
			Maintenance - Boat House		3.47	3.47	12/17/2015
			Maintenance - Dock		252.49	252.49	12/17/2015
			TKH - maintenance Bldg.		7.98	7.98	12/17/2015
			TKH - maintenance Rink		8.49	8.49	12/17/2015
			BSD - Reconstruction		62.25	62.25	12/17/2015
		2294-1215	Maintenance - Admin Bldg	12/31/2015	1.49	1.49	01/14/2016
			supplies - Custodial		20.26	20.26	01/14/2016

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
			supplies - Shop supplies		56.04	56.04	01/14/2016
			Tools/Minor Equip - Village		6.27	6.27	01/14/2016
			supplies - Misc other		26.96	26.96	01/14/2016
			Maintenance - Street		14.97	14.97	01/14/2016
			Maintenance - TKH		28.95	28.95	01/14/2016
		FEB16	Fire Arm Safe - to be billed	01/31/2016	26.31	26.31	02/10/2016
			Maintenance - Admin Bldg		13.95	13.95	02/10/2016
			supplies - Custodial		7.81	7.81	02/10/2016
			supplies - Shop supplies		21.85	21.85	02/10/2016
			Tools/Minor Equip - Village		5.99	5.99	02/10/2016
			Seasonal Decorations - Christmas		8.97	8.97	02/10/2016
			Tools/Minor Equip - Marina		14.57	14.57	02/10/2016
			TKH - Office Supplies		22.97	22.97	02/10/2016
			TKH - maintenance Bldg.		18.94	18.94	02/10/2016
			TKH - Vehicle Maintenance		3.99	3.99	02/10/2016
			Utilities W - Med/Safety Wells		3.06	3.06	02/10/2016
			Utilities W - Med/Safety Pumping		3.06	3.06	02/10/2016
			Utilities WW - Med/Safety		9.00	9.00	02/10/2016
			Utilities C - Med/Safety		1.86	1.86	02/10/2016
			Total 41090		1,038.13	1,038.13	
41101	STEVE KALMS	122815	Straw bales for sledding hill	12/28/2015	420.00	420.00	12/31/2015
			Total 41101		420.00	420.00	
41106	NICOLE KRAUEL	DEC15	Marina Mgr Contracted Services	12/31/2015	1,451.93	1,451.93	01/26/2016
			Dec health ins		49.40 -	49.40 -	01/26/2016
			Dec dental ins		5.94 -	5.94 -	01/26/2016
			Total 41106		1,396.59	1,396.59	
41205	LAMPERT'S LUMBER	20362693	Gloves - Joe	10/26/2015	21.49	21.49	12/17/2015
		20362795	Maintenance - TKH rink	10/27/2015	593.64	593.64	12/17/2015
		20364333	Christmas supplies	11/13/2015	31.31	31.31	12/17/2015
		20365380	supplies - Misc Shop	11/30/2015	42.13	42.13	01/14/2016
		20366517	supplies - Shop office	12/14/2015	8.58	8.58	01/14/2016
		20367485	Maintenance - Admin Bldg	01/04/2016	16.28	16.28	02/10/2016
		20367794	Maintenance - Admin Bldg	01/07/2016	12.45	12.45	02/10/2016
		20367836	Maintenance - Admin Bldg	01/07/2016	7.47	7.47	02/04/2016
		20368464	Firearm safe	01/19/2016	77.33	77.33	02/10/2016
		20368512	supplies - Misc Shop	01/20/2016	17.98	17.98	02/10/2016
		20368541	Firearm safe	01/20/2016	41.16	41.16	02/04/2016
		20368573	Firearm safe	01/21/2016	48.25	48.25	02/10/2016
		20368607	Seasonal decorations - Christmas	01/21/2016	8.02	8.02	02/10/2016
		20368615	Seasonal decorations - Christmas	01/21/2016	8.02	8.02	02/10/2016
		20368662	Firearm safe	01/22/2016	16.24	16.24	02/10/2016
		20368785	Firearm safe	01/25/2016	18.21	18.21	02/10/2016
		CM20362803	CM - Ice Rink repair	10/27/2015	49.47 -	49.47 -	12/17/2015
			Total 41205		919.09	919.09	
41210	LEAGUE OF WI MUNICIPALITIES	2016DUES	Membership dues	01/01/2016	1,226.31	1,226.31	01/14/2016
			Total 41210		1,226.31	1,226.31	
41212	ROBERT E LEE & ASSOC INC	69989	Engineering Services	12/22/2015	125.00	125.00	01/07/2016
		69990	Future road improvements	12/22/2015	4,198.25	4,198.25	01/07/2016

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
	Total 41212				4,323.25	4,323.25	
41222	THE LODGE	15120220	TKH Advertising	12/31/2015	250.00	250.00	01/14/2016
	Total 41222				250.00	250.00	
41290	LUNDQUIST PLUMBING INC	20129	winterize dock	12/31/2015	780.00	780.00	01/14/2016
			winterize sports complex		193.50	193.50	01/14/2016
			winterize dock building		648.50	648.50	01/14/2016
			winterize parks		360.00	360.00	01/14/2016
			winterize parks		40.50	40.50	01/14/2016
			Winterize - Boathouse		290.50	290.50	01/14/2016
			winterize sports complex		125.00	125.00	01/14/2016
		20515	Village Hall Kitchen Faucet	01/31/2016	117.70	117.70	02/10/2016
	Total 41290				2,555.70	2,555.70	
41310	STEVE MANN	FF	Reimb for pants	12/22/2015	47.98		
			Reimb for pants		47.98 -		
	Total 41310				.00	.00	
41313	JAMES MAUEL	DOG-16	Dog Licensing Program	01/02/2016	200.00	200.00	01/14/2016
	Total 41313				200.00	200.00	
41316	MARCO INC	17997143	Public copies	12/14/2015	56.17	56.17	01/14/2016
			General copies		496.50	496.50	01/14/2016
			Marina copies		4.71	4.71	01/14/2016
			Utilities' copies		6.56	6.56	01/14/2016
			Utilities' copies		9.75	9.75	01/14/2016
			Utilities' copies		2.44	2.44	01/14/2016
			Fax		32.28	32.28	01/14/2016
		18142065	Public copies	01/12/2016	56.17	56.17	01/14/2016
			General copies		496.50	496.50	01/14/2016
			Marina copies		4.71	4.71	01/14/2016
			Utilities' copies		6.56	6.56	01/14/2016
			Utilities' copies		9.75	9.75	01/14/2016
			Utilities' copies		2.44	2.44	01/14/2016
			Fax		32.28	32.28	01/14/2016
	Total 41316				1,216.82	1,216.82	
51330	MINNESOTA LIFE	125380-2	Life Insurance -	01/12/2016	336.33	336.33	01/14/2016
		125380-MAR	Life Insurance -	02/09/2016	321.59	321.59	02/10/2016
	Total 51330				657.92	657.92	
51401	JULIANA NEUMAN	13116	consulting	01/31/2016	112.50	112.50	02/04/2016
			consulting		3,338.50	3,338.50	02/04/2016
			consulting		247.50	247.50	02/04/2016
			consulting		44.00	44.00	02/04/2016
			consulting		327.60	327.60	02/04/2016
			consulting		482.30	482.30	02/04/2016
			consulting		100.10	100.10	02/04/2016
		DEC2015	Financial Services	12/31/2015	230.00	230.00	01/07/2016
			Financial Services		2,692.50	2,692.50	01/07/2016
			Financial Services		70.00	70.00	01/07/2016

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
			Financial Services		667.50	667.50	01/07/2016
			Financial Services		927.50	927.50	01/07/2016
	Total 51401				9,240.00	9,240.00	
51404	NWTC	3FT0000109073	First Aid/CPR - Zeke	11/28/2015	44.68	44.68	12/24/2015
			First Aid/CPR - Parks Dept		153.04	153.04	12/24/2015
			First Aid/CPR - Schell		16.08	16.08	12/24/2015
			First Aid/CPR - Schell		23.68	23.68	12/24/2015
			First Aid/CPR - Schell		4.92	4.92	12/24/2015
	Total 51404				242.40	242.40	
51406	NWTC DISTRICT	JAN16	January Settlement - NWTC	01/14/2016	110,160.52	110,160.52	01/14/2016
	Total 51406				110,160.52	110,160.52	
61536	OFFICE DEPOT CREDIT PLAN	802125048	Monitor - Tasha	11/02/2015	298.99	298.99	12/17/2015
		8021254048	Office Supplies - Village	10/27/2015	49.72	49.72	12/17/2015
			Copy paper - Village		27.59	27.59	12/17/2015
			Copy paper - Utilities		2.30	2.30	12/17/2015
			Copy paper - Utilities		3.39	3.39	12/17/2015
			Copy paper - Utilities		.71	.71	12/17/2015
			File folders		5.10	5.10	12/17/2015
			File folders		1.84	1.84	12/17/2015
			File folders		2.70	2.70	12/17/2015
			File folders		.56	.56	12/17/2015
		807020766001	Office Supplies - Village	11/19/2015	104.71	104.71	12/31/2015
			Calendar		6.84	6.84	12/31/2015
			Calendar		10.06	10.06	12/31/2015
			Calendar		2.09	2.09	12/31/2015
			Leaflet holder		10.11	10.11	12/31/2015
			Leaflet holder		14.88	14.88	12/31/2015
			Leaflet holder		3.09	3.09	12/31/2015
		807021578001	Pen refills	11/19/2015	.64	.64	12/31/2015
			Pen refills		.95	.95	12/31/2015
			Pen refills		.20	.20	12/31/2015
			Calendar		13.99	13.99	12/31/2015
		FC1215	Finance charge	11/30/2015	11.48	11.48	12/31/2015
		JAN16	Office Supplies - Village	01/31/2016	283.30	283.30	02/04/2016
			Ink - postage meter		58.59	58.59	02/04/2016
			Tasha's chair		211.49	211.49	02/04/2016
			Office Supplies - utilities		12.02	12.02	02/04/2016
			Office Supplies - utilities		17.68	17.68	02/04/2016
			Office Supplies - utilities		3.08	3.08	02/04/2016
			Finance charge		2.85	2.85	02/04/2016
		LC1215	Late fee	12/11/2015	39.00	39.00	12/31/2015
	Total 61536				1,199.95	1,199.95	
61547	ORKIN PEST CONTROL INC	106620723	carpenter ants - Info Booth	12/15/2015	80.96	80.96	01/14/2016
	Total 61547				80.96	80.96	
61629	PORT - A - PIER INC	2344	Pier installation for season	12/31/2015	4,117.00	4,117.00	02/04/2016
		2921	Pier removal for winter	12/31/2015	3,196.50	3,196.50	02/04/2016

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 61629					7,313.50	7,313.50	
61630	PIGGLY WIGGLY	11027681254	Employee POT Luck	12/17/2015	20.67	20.67	01/14/2016
		695	rolls for training class	12/22/2015	25.42	25.42	01/28/2016
Total 61630					46.09	46.09	
61633	PINKERT LAW FIRM LLP	110	Legal Services - Village	11/30/2015	494.00	494.00	01/07/2016
			Baylake Bank offer to purchase		520.00	520.00	01/07/2016
			Quarry lawsuit		1,092.00	1,092.00	01/07/2016
			Yacht Club Idea @ Marina		78.00	78.00	01/07/2016
			Beach project		78.00	78.00	01/07/2016
			Mill Rd/DOT		130.00	130.00	01/07/2016
			Utility easements		26.00	26.00	01/07/2016
			Utility easements		26.00	26.00	01/07/2016
Total 61633					2,444.00	2,444.00	
61637	PITNEY BOWES	12616	Postage for Meter	01/26/2016	300.00	300.00	01/28/2016
		129515	Postage for Meter	12/29/2015	300.00	300.00	12/31/2015
		48299457-JAN	Postage Meter - Purchase Power	01/25/2016	200.00	200.00	01/28/2016
			Postage Meter - Purchase Power		8.99	8.99	01/28/2016
		7255326-DC15	Term Rental - Village	12/13/2015	73.40	73.40	01/14/2016
			Term Rental - Marina		49.81	49.81	01/14/2016
			Term Rental - Utilities		12.40	12.40	01/14/2016
			Term Rental - Utilities		11.15	11.15	01/14/2016
			Term Rental - Utilities		2.58	2.58	01/14/2016
Total 61637					958.33	958.33	
61639	JASON POLECHECK	123115	Reimb for Aflac overcharge	12/31/2015	93.76		
			Reimb for Aflac overcharge		93.76 -		
Total 61639					.00	.00	
61640	QUALITY STATE OIL	927839	Fuel Oil - Village Hall	01/05/2016	650.48	650.48	01/14/2016
		927841	Fuel Oil - Old Fire Station	01/05/2016	165.87	165.87	01/14/2016
		928231	Fuel Oil - Village Hall	01/22/2016	402.75	402.75	01/28/2016
		928233	Fuel Oil - Old Fire Station	01/22/2016	203.14	203.14	01/28/2016
Total 61640					1,422.24	1,422.24	
61792	TASHA RASS	2116	Reimb travel	01/31/2016	209.25	209.25	02/04/2016
			Reimb Meals		43.39	43.39	02/04/2016
Total 61792					252.64	252.64	
61979	ROCKET DSD.COM	RDS902435	Products for resale	12/31/2015	361.31	361.31	01/28/2016
Total 61979					361.31	361.31	
71883	STAFFORD ROSENBAUM TRUST ACCT	WESTCAP	Replace Ck#38953 - tax refund	12/31/2015	15,250.00	15,250.00	02/04/2016
Total 71883					15,250.00	15,250.00	
71907	SCHENCK BUSINESS SOLUTIONS INC	SC10087183	Audit examination - Village	01/02/2016	2,015.00	2,015.00	01/14/2016
			Audit examination - Marina		855.00	855.00	01/14/2016
			Audit examination - TIF Dist		580.00	580.00	01/14/2016

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
			Audit examination - Utility Funds		675.00	675.00	01/14/2016
			Audit examination - Utility Funds		993.75	993.75	01/14/2016
			Audit examination - Utility Funds		206.25	206.25	01/14/2016
	Total 71907				5,325.00	5,325.00	
71914	SHOPKO STORES LLC	03922	Christmas decorations	12/21/2015	40.05	40.05	01/14/2016
		06468	TKH - custodial supplies	12/30/2015	42.21	42.21	01/14/2016
			TKH - kitchen tools		55.04	55.04	01/14/2016
		8738	Christmas decorations	11/19/2015	77.94	77.94	12/17/2015
		JAN2016	Economic Dev't Comm Project - Braun	01/31/2016	43.02	43.02	02/10/2016
			Utilities - lab supplies		16.86	16.86	02/10/2016
			Utilities - custodial supplies - water		6.07	6.07	02/10/2016
			Utilities - custodial supplies - WW		8.94	8.94	02/10/2016
			Utilities - custodial supplies - C		1.85	1.85	02/10/2016
			Utilities - Office Supplies - W		6.07	6.07	02/10/2016
			Utilities - Office Supplies - WW		8.94	8.94	02/10/2016
			Utilities - Office Supplies - C		1.85	1.85	02/10/2016
	Total 71914				308.84	308.84	
71920	SISTER BAY ADVANCEMENT	Q4-15	4th Quarter Support	12/31/2015	12,500.00	12,500.00	01/14/2016
	Total 71920				12,500.00	12,500.00	
71925	SISTER BAY AUTO	71449	equipment parts	10/27/2015	22.48	22.48	12/17/2015
		71559	2005 Chevy - truck repair	11/04/2015	51.74	51.74	12/17/2015
		71560	2011 Ford Ranger Pickup	11/04/2015	47.99	47.99	12/17/2015
		71571	2011 Ford Ranger Pickup - maintenance	11/04/2015	47.99	47.99	12/17/2015
		71572	1997 Ford F350 repair	11/04/2015	46.52	46.52	12/17/2015
		71594	2005 Chevy - parts only	11/09/2015	36.03	36.03	12/17/2015
		71903	Village - gas/oil	12/09/2015	79.20	79.20	01/14/2016
		71938	Village - gas/oil	12/14/2015	67.38	67.38	01/14/2016
		71999	2005 Chevy - parts only	12/21/2015	44.00	44.00	01/14/2016
		72052	equipment maintenance	12/28/2015	79.20	79.20	01/28/2016
		72171	equipment maintenance	01/11/2016	145.68	145.68	01/28/2016
	Total 71925				668.21	668.21	
71926	SISTER BAY SEWER & WATER	113015	Due to Utility	11/30/2015	1,179.45	1,179.45	12/24/2015
		1329	Staff time on stormsewer	11/30/2015	219.68	219.68	01/28/2016
			Reimb for Diggers Hotline		52.50	52.50	01/28/2016
		1342	Reimb for Diggers Hotline	12/31/2015	15.50	15.50	02/04/2016
	Total 71926				1,467.13	1,467.13	
71927	SISTER BAY/LIBERTY GROVE FIRE	QTR1-16	Support	01/01/2016	30,197.50	30,197.50	01/07/2016
	Total 71927				30,197.50	30,197.50	
71930	SISTER BAY/LIBERTY GROVE LIBRA	Q1-16	Support	01/28/2016	7,500.00	7,500.00	02/04/2016
	Total 71930				7,500.00	7,500.00	
71938	STANDARD INSURANCE CO	FEB16	Long term disability	01/18/2016	329.24	329.24	01/28/2016
	Total 71938				329.24	329.24	
71982	CHRISTY SULLY	FEB2016	travel reimb - elections	02/04/2016	36.72	36.72	02/10/2016

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 71982					36.72	36.72	
71991	STEAMGUARD	9429	Clean Admin carpet	12/14/2015	135.98	135.98	12/24/2015
		9432	Clean Fire Station carpet	12/14/2015	378.90	378.90	12/24/2015
Total 71991					514.88	514.88	
71997	JANAL SUPPANZ	12916	reimbursement for mileage	01/29/2016	200.88	200.88	02/04/2016
			reimbursement for food		50.30	50.30	02/04/2016
Total 71997					251.18	251.18	
72013	MJ TILL & ASSOCIATES	FS-ROOF	Professional Consulting for Firestation	12/31/2015	1,800.00	1,800.00	01/14/2016
Total 72013					1,800.00	1,800.00	
72027	TIELENS CONSTRUCTION INC	6127	2nd payment - Firestation Roof	12/31/2015	17,537.70	17,537.70	01/14/2016
Total 72027					17,537.70	17,537.70	
72029	TOWN OF SEVASTOPOLE	2015-124	video recording - board meeting	11/20/2015	175.00	175.00	12/17/2015
Total 72029					175.00	175.00	
72056	UBS FINANCIAL	2015	LOSA -	01/15/2016	9,394.25	9,394.25	01/21/2016
Total 72056					9,394.25	9,394.25	
72059	UNITED HEALTH CARE	0039471674	Health Insurance	12/18/2015	12,026.24	12,026.24	12/31/2015
		39704266	Health Insurance	01/16/2016	12,899.91	12,899.91	01/28/2016
Total 72059					24,926.15	24,926.15	
72997	VAN'S FIRE & SAFETY INC	4080386	Fire Extgrs for trucks	12/17/2015	444.02	444.02	01/07/2016
Total 72997					444.02	444.02	
73003	VERIZON NORTH	63033526	Village phone - long distance	11/30/2015	30.92	30.92	12/17/2015
			Marina Phone - long distance		.74	.74	12/17/2015
		63033526A	Village phone - long distance	12/10/2015	35.10	35.10	12/17/2015
			Marina Phone - long distance		.84	.84	12/17/2015
		64893897	Village phone - long distance	02/10/2016	28.74	28.74	02/10/2016
Total 73003					96.34	96.34	
80012	WI DEPARTMENT OF REVENUE	0000015739304	Business Tax Reg. Renewal	01/22/2016	10.00	10.00	02/03/2016
		SWT15	SWT underpaid	12/31/2015	108.70	108.70	02/04/2016
Total 80012					118.70	118.70	
80016	WI DEPT OF TRANSPORTATION	L40763	Highway 42 reconstruction	12/04/2015	20,867.67	20,867.67	12/24/2015
Total 80016					20,867.67	20,867.67	
80018	WI MUNICIPAL CLERKS ASSOC	CHRISTY2016	Dues - Christy	01/05/2016	65.00	65.00	01/07/2016
		JANAL2016	Dues - Janal	01/05/2016	65.00	65.00	01/07/2016

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 80018					130.00	130.00	
82350	WI PUBLIC SERVICE	4840519-00000	ADM BLDG	02/02/2016	612.62	612.62	02/10/2016
			Swale Pump		116.97	116.97	02/10/2016
			Village Hall		311.83	311.83	02/10/2016
			Old Fire Station		207.53	207.53	02/10/2016
			Dock		1,370.03	1,370.03	02/10/2016
			Sports Complex		861.26	861.26	02/10/2016
			Parks Lights		130.36	130.36	02/10/2016
			J Dock		402.53	402.53	02/10/2016
			Boathouse		27.07	27.07	02/10/2016
		DEC15	Street Lights	12/31/2015	2,279.47	2,279.47	01/07/2016
			Fire Station		967.66	967.66	01/07/2016
			Parks Lights		127.39	127.39	01/07/2016
			Sports Complex		332.40	332.40	01/07/2016
			Dock		533.46	533.46	01/07/2016
			J Dock		67.16	67.16	01/07/2016
			Boathouse		106.97	106.97	01/07/2016
			Old Fire Station		195.05	195.05	01/07/2016
			Swale Pump		64.61	64.61	01/07/2016
			Admin Bldg		426.80	426.80	01/07/2016
			Village Hall		269.76	269.76	01/07/2016
			Bike Trail Lights		163.96	163.96	01/07/2016
		JAN16	Street Lights	02/09/2016	2,223.13	2,223.13	02/10/2016
			Fire Station		1,169.65	1,169.65	02/10/2016
Total 82350					12,967.67	12,967.67	
90007	YACHT WORKS	S0000899993	Equip. Maint. - work boat	11/12/2015	16.67	16.67	01/14/2016
Total 90007					16.67	16.67	
90107	NORA ZACEK	QTR4-15	Reimb mileage	12/31/2015	29.90	29.90	01/07/2016
Total 90107					29.90	29.90	
99998	ONE TIME VENDOR	GREEN	Refund - Prorate Seasonal Slip Fee	12/16/2015	1,480.00	1,480.00	12/31/2015
			Refund - Prorated Seasonal Slip Fee -Ta		81.40	81.40	12/31/2015
		MYERS	return slip deposit	01/14/2016	200.00	200.00	01/14/2016
		STELLA MP	reimb - Recording fee	12/30/2015	30.00	30.00	01/07/2016
Total 99998					1,791.40	1,791.40	

Total Paid: 1,784,262.19
 Total Unpaid: 43.91 -
 Grand Total: 1,784,218.28

Dated: 2/12/2016
 Staff: Tasha M. Ross

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
10002	A & K TRUCKLAND	918988	equipment maint - snowblower oil	01/05/2016	19.44	19.44	01/27/2016
			equipment maint - snowblower oil		28.62	28.62	01/27/2016
			equipment maint - snowblower oil		5.94	5.94	01/27/2016
		PLOW 2016	equipment repair/maintenance	01/05/2016	122.02	122.02	01/05/2016
			equipment repair/maintenance		179.64	179.64	01/05/2016
			equipment repair/maintenance		37.28	37.28	01/05/2016
	Total 10002				392.94	392.94	
10005	ACTION ELECTRIC INC	30132	WTTP - berko heater	11/18/2015	1,424.72	1,424.72	12/16/2015
		30219	#3 Well - pump repair	12/29/2015	125.70	125.70	01/20/2016
		30310	WTTP - 2 berko heaters	01/31/2016	1,682.34	1,682.34	02/10/2016
	Total 10005				3,232.76	3,232.76	
10206	BAUDHUIN INCORPORATED	35050	LSLS - boundary determination	12/14/2015	400.00	400.00	01/13/2016
	Total 10206				400.00	400.00	
13260	BHIRDO'S BY THE BAY	16802	vehicle fuel allocation	12/31/2015	44.60	44.60	01/20/2016
			vehicle fuel allocation		65.66	65.66	01/20/2016
			vehicle fuel allocation		13.63	13.63	01/20/2016
			equipment fuel		.00		
	Total 13260				123.89	123.89	
14350	CARDMEMBER SERVICE	1376	batteries - back up power	12/09/2015	19.95	19.95	01/06/2016
			tax refund due		1.10	1.10	01/06/2016
		7410	credit - part returned	12/09/2015	11.00 -	11.00 -	01/06/2016
			credit - part returned		11.00 -	11.00 -	01/06/2016
		8537	tax refund rec'd	12/17/2015	5.47 -	5.47 -	01/06/2016
		9104	batteries - back up power	12/07/2015	39.80	39.80	01/06/2016
			batteries - back up power		79.60	79.60	01/06/2016
			batteries - back up power		19.90	19.90	01/06/2016
			tax refund due		7.66	7.66	01/06/2016
		BATTERIES PLUS	CM - returned battery	01/04/2016	8.76 -	8.76 -	02/03/2016
		MICROSOFT	office suite	01/18/2016	26.58	26.58	02/03/2016
			office suite		39.14	39.14	02/03/2016
			office suite		8.12	8.12	02/03/2016
	Total 14350				205.62	205.62	
17506	CELLCOM	2263188	cellphones	12/05/2015	46.14	46.14	12/16/2015
			cellphones		67.92	67.92	12/16/2015
			cellphones		14.10	14.10	12/16/2015
		380737	cellphones	01/05/2016	45.22	45.22	01/13/2016
			cellphones		66.58	66.58	01/13/2016
			cellphones		13.82	13.82	01/13/2016
	Total 17506				253.78	253.78	
17515	CIVIC SYSTEMS	CVC13893	Utility Billing support	01/01/2016	359.31	359.31	01/20/2016
			Utility Billing support		528.98	528.98	01/20/2016
			Utility Billing support		109.78	109.78	01/20/2016
			Utility Billing support - due from LGUD#1		158.93	158.93	01/20/2016
	Total 17515				1,157.00	1,157.00	
17600	CTW CORPORATION	23177	#3 Well repair	02/02/2016	7,696.00	7,696.00	02/10/2016

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 17600					7,696.00	7,696.00	
20008	DIGGERS HOTLINE INC	151 1 38501	Locator service	11/30/2015	72.85	72.85	12/16/2015
		151 2 38501	Locator service	12/31/2015	18.50	18.50	01/13/2016
			Due from Village of Sister Bay		5.00	5.00	01/13/2016
		160 1 38501	Locator service	01/31/2016	7.40	7.40	02/10/2016
			Due from Village of Sister Bay		2.00	2.00	02/10/2016
		160138501 PP1	locater service - prepayment	01/19/2016	325.60	325.60	02/03/2016
Total 20008					431.35	431.35	
20511	EVOQUA WATER TECH LLC	902475165	coll sys chemicals - Bioxide	01/13/2016	1,230.00	1,230.00	01/27/2016
Total 20511					1,230.00	1,230.00	
20513	ENERGENECS INC	0031496-IN	collection system maintenance	01/22/2016	349.73	349.73	01/27/2016
Total 20513					349.73	349.73	
20515	FERRELLGAS	1089527913	WWTP propane	11/18/2015	368.86	368.86	12/16/2015
		1090170825	WWTP propane	12/30/2015	370.01	370.01	02/10/2016
Total 20515					738.87	738.87	
30400	FERGUSON WATERWORKS #1476	0187334	distribution parts - main valve	12/15/2015	505.00	505.00	01/13/2016
Total 30400					505.00	505.00	
30641	FRONTIER	DEC 2015	plant phones	12/01/2015	84.22	84.22	12/16/2015
			plant phones		84.22	84.22	12/16/2015
		FEB 2016	plant phones	02/01/2016	84.23	84.23	02/10/2016
			plant phones		84.22	84.22	02/10/2016
		JAN 2016	plant phones	01/01/2016	84.20	84.20	01/13/2016
			plant phones		84.19	84.19	01/13/2016
Total 30641					505.28	505.28	
30642	FRONTIER COMMUNICATIONS	1/2016	telemetry allocation	01/01/2016	1.28	1.28	01/13/2016
			telemetry allocation		1.28	1.28	01/13/2016
			telemetry allocation		.64	.64	01/13/2016
		12/2015	telemetry allocation	12/01/2015	1.28	1.28	12/16/2015
			telemetry allocation		1.28	1.28	12/16/2015
			telemetry allocation		.64	.64	12/16/2015
		1-2016	telemetry allocation	01/19/2016	5.44	5.44	02/03/2016
			telemetry allocation		5.44	5.44	02/03/2016
			telemetry allocation		2.72	2.72	02/03/2016
		12-2015	telemetry allocation	12/19/2015	5.44	5.44	12/29/2015
			telemetry allocation		5.44	5.44	12/29/2015
			telemetry allocation		2.72	2.72	12/29/2015
		2/2016	telemetry allocation	02/01/2016	1.28	1.28	02/10/2016
			telemetry allocation		1.28	1.28	02/10/2016
			telemetry allocation		.64	.64	02/10/2016
		FEB 2016	telemetry allocation	01/25/2016	56.80	56.80	02/03/2016
			telemetry allocation		56.80	56.80	02/03/2016
			telemetry allocation		28.40	28.40	02/03/2016
		JAN 2016	telemetry allocation	12/25/2015	56.80	56.80	01/06/2016
			telemetry allocation		56.80	56.80	01/06/2016
			telemetry allocation		28.40	28.40	01/06/2016

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 30642					320.80	320.80	
30750	GOING CO INC	DEC 2016	WWTP rubbish disposal	12/31/2015	122.52	122.52	01/13/2016
Total 30750					122.52	122.52	
31810	HARBOR CONST OF DOOR CTY INC	16291	Curb box & stem - Parkview Drive	11/30/2015	2,733.00	2,733.00	12/16/2015
			Curb box & stem - Woodcrest Village		1,065.00	1,065.00	12/16/2015
			Curb box & stem - Hidden Maples		985.50	985.50	12/16/2015
		16313	unload lift station chemicals	12/30/2015	230.00	230.00	01/06/2016
Total 31810					5,013.50	5,013.50	
31816	HAWKINS INC	3807803 RI	bioxode pump - Fieldcrest LS	12/03/2015	1,054.06	1,054.06	12/29/2015
		3812802 RI	bioxode pump - Little Sister LS	12/14/2015	1,080.59	1,080.59	12/29/2015
		3817497 RI	water system repairs	12/23/2015	.85	.85	01/13/2016
		3827580 RI	chemicals - collection system	01/19/2016	673.23	673.23	01/27/2016
Total 31816					2,808.73	2,808.73	
31817	HD SUPPLY WATERWORKS	E974524	water - pipe threader	01/08/2016	127.27	127.27	01/20/2016
Total 31817					127.27	127.27	
40963	ITU ABSORB TECH	6086470	WWTP laundry service	11/23/2015	74.90	74.90	12/16/2015
		6503086	WWTP laundry service	12/21/2015	74.90	74.90	01/13/2016
		6519316	WWTP laundry service	01/19/2016	74.90	74.90	02/10/2016
Total 40963					224.70	224.70	
41005	STEVEN JACOBSON	DEC 2015	postage	12/20/2015	11.50	11.50	12/29/2015
			mileage - re: Village stormsewer		9.34	9.34	12/29/2015
			mileage		10.74	10.74	12/29/2015
			mileage		42.94	42.94	12/29/2015
			mileage - Wells		10.02	10.02	12/29/2015
			mileage		28.91	28.91	12/29/2015
		JAN 2016	postage	01/20/2016	11.70	11.70	01/20/2016
			mileage		19.93	19.93	01/20/2016
			mileage		21.73	21.73	01/20/2016
			mileage		3.81	3.81	01/20/2016
			mileage - re: Village stormsewer		1.56	1.56	01/20/2016
Total 41005					172.18	172.18	
41090	JUNGWIRTH'S ACE HARDWARE	DEC 2015	hardware	12/31/2015	1.26	1.26	01/06/2016
			tail light		1.26	1.26	01/06/2016
			tail light		1.85	1.85	01/06/2016
			tail light		.38	.38	01/06/2016
			WWTP loading dock repair		13.08	13.08	01/06/2016
			plant rag cart		33.84	33.84	01/06/2016
			well #1 maintenance		26.95	26.95	01/06/2016
			Batteries		5.78	5.78	01/06/2016
			Batteries for barricades		23.96	23.96	01/06/2016
			Batteries for barricades		23.96	23.96	01/06/2016
			WWTP snow markers		10.47	10.47	01/06/2016
			WWTP locker room		6.07	6.07	01/06/2016
		JAN 2016	office supplies	01/31/2016	14.43	14.43	02/10/2016
			tools - transmission & distribution		11.88	11.88	02/10/2016

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
			uniforms & clothing - PJ		13.85	13.85	12/29/2015
			clothing -hats		13.92	13.92	12/29/2015
			clothing -hats		20.49	20.49	12/29/2015
			clothing -hats		4.25	4.25	12/29/2015
	Total 51322				164.62	164.62	
51430	NORTHEAST WISC TECH COLLEGE	3FT0000109484	cpr training - MS, BL, PJ	01/23/2016	37.40	37.40	02/03/2016
			cpr training - MS, BL, PJ		55.06	55.06	02/03/2016
			cpr training - MS, BL, PJ		11.42	11.42	02/03/2016
			cpr training - Village ZJ, SM, JF, JH		138.52	138.52	02/03/2016
	Total 51430				242.40	242.40	
51432	NORTHERN DOOR COMMUNICATIONS	20218	cell phone	01/28/2016	17.98	17.98	02/03/2016
			cell phone		26.47	26.47	02/03/2016
			cell phone		5.50	5.50	02/03/2016
	Total 51432				49.95	49.95	
51435	NORTH WOODS SUPERIOR CHEMICAL	110690	collection system chemicals	11/30/2015	487.56	487.56	12/16/2015
		111871	collection system chemicals	12/14/2015	382.58	382.58	12/29/2015
		114546	snow removal chemicals	01/19/2016	78.63	78.63	01/27/2016
			snow removal chemicals		115.76	115.76	01/27/2016
			snow removal chemicals		24.03	24.03	01/27/2016
	Total 51435				1,088.56	1,088.56	
51436	NORTHERN LAKE SERVICES INC	287617	WWTP sample testing	12/14/2015	18.00	18.00	12/29/2015
		288961	WWTP sample testing	01/15/2016	18.00	18.00	01/27/2016
		290106	WWTP sample testing	02/05/2016	18.00	18.00	02/10/2016
	Total 51436				54.00	54.00	
61610	PAPER WORK PLUS LLC	41525	ink cartridges	12/16/2015	59.38	59.38	12/29/2015
			ink cartridges		87.41	87.41	12/29/2015
			ink cartridges		18.14	18.14	12/29/2015
			copy paper		21.24	21.24	12/29/2015
			copy paper		31.26	31.26	12/29/2015
			copy paper		6.49	6.49	12/29/2015
			office supplies		1.80	1.80	12/29/2015
	Total 61610				225.72	225.72	
61630	PIGGLY WIGGLY	7405	WWTP Lab - purified water	11/30/2015	16.68	16.68	12/16/2015
	Total 61630				16.68	16.68	
61640	QUALITY STATE OIL INC	2706032	generator oil	01/08/2016	358.20	358.20	01/20/2016
			generator oil		208.95	208.95	01/20/2016
			generator oil		29.85	29.85	01/20/2016
		928011	fuel for pumping - #1 Well	01/11/2016	76.56	76.56	01/13/2016
			fuel for pumping - #2 Well		81.78	81.78	01/13/2016
			fuel for pumping - #3 Well		121.80	121.80	01/13/2016
			fuel for pumping - Plant		394.98	394.98	01/13/2016
			fuel for pumping - LSLS		45.76	45.76	01/13/2016

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 61640					1,317.88	1,317.88	
71905	MIKE SCHELL	CABELLA	shoes	12/31/2015	34.02	34.02	01/20/2016
			shoes		50.08	50.08	01/20/2016
			shoes		10.40	10.40	01/20/2016
Total 71905					94.50	94.50	
71922	TOP SHELF CAFE & GOURMET	11257	UPS shipping	11/02/2015	25.56	25.56	12/16/2015
		11297	UPS shipping	12/02/2015	25.09	25.09	01/13/2016
		11338	UPS shipping	01/04/2016	27.71	27.71	02/10/2016
Total 71922					78.36	78.36	
71925	SISTER BAY AUTO	71976	Well #3 filter	12/22/2015	85.72	85.72	12/29/2015
		72021	vehicle maintenance	12/23/2015	18.11	18.11	12/29/2015
			vehicle maintenance		26.90	26.90	12/29/2015
			vehicle maintenance		6.73	6.73	12/29/2015
		72027	vehicle maintenance	12/26/2015	19.14	19.14	12/29/2015
			vehicle maintenance		28.44	28.44	12/29/2015
			vehicle maintenance		7.11	7.11	12/29/2015
		72029	Well #2 battery (2)	12/23/2015	279.90	279.90	12/29/2015
		72033	vehicle maintenance	12/23/2015	19.50	19.50	12/29/2015
			vehicle maintenance		28.97	28.97	12/29/2015
			vehicle maintenance		7.24	7.24	12/29/2015
		72079	'03 Chevy plow motor	01/04/2016	16.88	16.88	02/03/2016
			'03 Chevy plow motor		24.86	24.86	02/03/2016
			'03 Chevy plow motor		5.16	5.16	02/03/2016
		72166	Well #2 oil filter	01/11/2016	15.42	15.42	02/03/2016
		72183	'03 Chevy trip spring	01/11/2016	11.31	11.31	02/03/2016
			'03 Chevy trip spring		16.66	16.66	02/03/2016
			'03 Chevy trip spring		3.46	3.46	02/03/2016
		72197	Well #3 oil filter	01/12/2016	171.44	171.44	02/03/2016
Total 71925					792.95	792.95	
72053	POSTMASTER	R 2015 BILLING	quarterly billing - SB	01/15/2016	149.45	149.45	01/15/2016
			quarterly billing - SB		89.67	89.67	01/15/2016
			quarterly billing - SB		59.78	59.78	01/15/2016
			quarterly billing - LG		24.15	24.15	01/15/2016
			quarterly billing - LG		24.15	24.15	01/15/2016
		BOX #655 2016	PO Box 655	01/01/2016	24.48	24.48	01/06/2016
			PO Box 655		36.04	36.04	01/06/2016
			PO Box 655		7.48	7.48	01/06/2016
Total 72053					415.20	415.20	
72054	USA BLUEBOOK	78926	collection maint - Bioxide treatment	10/23/2015	92.94	92.94	12/16/2015
		827601	collection maintenance	12/17/2015	61.15	61.15	02/10/2016
		831756	chemical storage tank - LSLS	12/23/2015	914.95	914.95	01/06/2016
Total 72054					1,069.04	1,069.04	
73007	VOIGHT'S COUNTY WALK BP	NOV 2015	vehicle maintenance allocation	11/30/2015	115.69	115.69	12/16/2015
			vehicle maintenance allocation		171.88	171.88	12/16/2015
			vehicle maintenance allocation		42.97	42.97	12/16/2015

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 73007					330.54	330.54	
73100	VILLAGE OF SISTER BAY	CT & NOV 2015	payroll and exp pd by Village	12/01/2015	240,208.18	240,208.18	02/10/2016
Total 73100					240,208.18	240,208.18	
80020	WI STATE LAB OF HYGIENE	447640	sample testing	01/31/2016	45.00	45.00	02/10/2016
Total 80020					45.00	45.00	
80025	WI RURAL WATER ASSOC	CONFERENCE	annual conference	02/01/2016	100.00	100.00	02/10/2016
Total 80025					100.00	100.00	
82350	WI PUBLIC SERVICE	5849451-00000	electricity - water system	12/23/2015	1,047.52	1,047.52	01/06/2016
			electricity - wastewater plant		4,131.69	4,131.69	01/06/2016
			electricity - lift stations		465.91	465.91	01/06/2016
			electricity - info booth		.00		
		2969720-00000	electricity - water system	01/24/2016	1,844.73	1,844.73	02/03/2016
			electricity - wastewater plant		5,247.95	5,247.95	02/03/2016
		electricity - lift stations		541.19	541.19	02/03/2016	
Total 82350					13,278.99	13,278.99	
82351	WIS PUBLIC SERVICE	DEC 2015	Well #3 - LGUD	12/14/2015	168.54	168.54	12/29/2015
			Well #3 - Sister Bay		505.60	505.60	12/29/2015
		JAN 2016	Well #3 - LGUD	01/14/2016	116.57	116.57	01/20/2016
			Well #3 - Sister Bay		349.71	349.71	01/20/2016
Total 82351					1,140.42	1,140.42	
99998	ONE TIME VENDOR	00-05312811A5	water tower impact fee refund	01/31/2016	1,768.73	1,768.73	02/03/2016
		00-05312841B2	water tower impact fee refund	01/31/2016	1,768.73	1,768.73	02/03/2016
		181-32-07001	water tower impact fee refund	01/31/2016	884.37	884.37	02/03/2016
		181-32-07002	water tower impact fee refund	01/31/2016	884.36	884.36	02/03/2016
		181-41-5701	water tower impact fee refund	12/31/2015	205.06	205.06	12/31/2015
		181-41-5702	water tower impact fee refund	12/31/2015	205.06	205.06	12/31/2015
		181-41-5703	water tower impact fee refund	12/31/2015	205.06	205.06	12/31/2015
		181-41-5721	water tower impact fee refund	12/31/2015	205.06	205.06	12/31/2015
		181-41-5722	water tower impact fee refund	12/31/2015	205.06	205.06	12/31/2015
		181-41-5723	water tower impact fee refund	12/31/2015	205.06	205.06	12/31/2015
		181-41-5741	water tower impact fee refund	12/31/2015	205.06	205.06	12/31/2015
		181-41-5742	water tower impact fee refund	12/31/2015	205.06	205.06	12/31/2015
		181-41-5743	water tower impact fee refund	12/31/2015	205.06	205.06	12/31/2015
		509501	utility customer refund	12/03/2015	120.88	120.88	12/31/2015
		Total 99998					7,272.61

Total Paid: 306,043.36
 Total Unpaid: -
 Grand Total: 306,043.36

Dated: 2/12/2016

Staff: *Tasha M. Kass*



Village of Sister Bay BOARD REPORT

Meeting Date 02/16/16

Item No.: 15

Activities:

Bay Shore Drive- Work on the project has halted for the Winter of 2015. DOT anticipates work to resume in April and to take approximately 1 month to complete. **Remaining work:** Complete sidewalk on East side of BSD, colored crosswalks, driveway/street tie ins, colored concrete on hill for maintenance, restoration, lighting, parking lot on Mill Rd., painting and finishing work.

Lights were installed on the week of February 8, and we currently are awaiting WPS to complete the installation of the meter base to energize the system.

Sledding Hill/Ice Rink- The Sledding Hill has received much use. The Village will need to work on regrading the slope of the hill to direct sledders more towards the baseball field, and will need to address parking along Autumn Ct to facilitate access.

The ice rink has been a challenge this season due to warm weather. We have lost the ice several times and had to start over. Staff believes we should look into placing some sort of impermeable membrane at the rink to retain water and reflect sunlight in order to preserve ice.

Beach- The Beach project is complete! We now have to settle outstanding items with DNR and finish items for grant funding. Legal council has asked that I not share information with the Board at this time, as we are operating under a protected status. Once we have received communication from DOJ, we will inform the Board of strategy and likely outcomes. 50% of our grant monies are encumbered until the suit is settled. Conversations with Chris Halbur at the DNR indicate that we may file a request for extension on completion of grant paperwork beyond the June 30, 2017 deadline as all work in the field has been completed.

Niagara Ridge- Construction is underway, with buildings up in the air.....and we look forward to 36 new apartments soon.

Harbor View-Final plans have been reviewed by Plan Commission and approved. The Developer will need to submit engineering plans before staff can execute the PUD agreement, or grant final approval for the CSM documents.

Stony Ridge- Mr. Garot has received approval from the Plan Commission at it's Jan. 26 meeting, and that item is before you tonight for consideration.

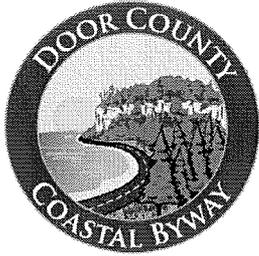
Wayfinding Signage- This item was before the Board tonight.

Code Violations:

- None as of this writing, however, I do have a backlog list to take action on.

Respectfully submitted,

Zeke Jackson
Village Administrator



**Door County Coastal Byway Council
Meeting Minutes– Tuesday, December 8, 2015**

Time: 8:00 a.m.
Location: Sevastopol Town Hall 4528 STH 57, Sturgeon Bay, WI

Call to Order. Chair Ann Miller called the meeting to order at 8:28 a.m.

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

Ann Miller, primary – Town of Liberty Grove
Chuck Tice, primary - Town of Sevastopol
Scott Baker, primary – Village of Sister Bay
Kriss Schorer, primary – Town of Baileys Harbor
Beth Hagen, primary – Town of Gibraltar

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

Motion by Tice and second by Miller to adopt the agenda. Motion carried.

Approve Minutes. Motion by Baker and second by Schorer to approve the previous minutes of October 21, 2015. Motion carried.

Treasurer's Report. Perlman reported a balance of \$23,399.17. The \$100 deposit has been paid to Paper Boy for 2016 rack service, with the balance of \$575 due on June 1, 2016. The annual payments of \$300 each have been received from all but two municipalities. Our supply of brochures is OK as there was not a huge call from the travel centers. Motion by Schorer and second by Baker to approve the treasurer's report. Motion carried.

Pending Business. Baker reported that the triangle will be staying at the top of the hill in Sister Bay at 42/57 and the scenic byway sign will be going up in that location in the spring.

A. Discussion/action on DCCBC letter to Town of Sevastopol to consider zoning overlay to gateway area from Town border on Cty. T to C&W /Mill split on STH 57/42 to control visual aesthetics. Hagen provided a draft letter to the Sevastopol town board regarding the overall appearance of the byway corridor at the 42/57 highway split. Tice reported that the town has been working on this effort for years with the County and State agencies, but there has been very little response from the property owners and nobody has the finances to act, despite a number of suggestions. As to signage, Tice thought the town would most likely be in agreement with an overlay along the corridor by working with the County zoning department and the town's Plan Commission. Motion by Miller and second by Tice to approve the letter, with some modification to mention billboards and signage. Motion carried.

B. Update on Coloring Book Kit –mailing list for potential business and DCCB associate members for sponsorship, Sam/Kriss update. Schorer and Perlman have sketched out content for each of the municipalities (see list) and are open for suggestions. A group of artists has been identified and they are willing and able to assist. There will be a conference call in early January to organize the group. Schorer solicited a number of printing bids and seems it would be about

Door County Coastal Byway Council – Minutes of December 8, 2015

78 cents per piece with 25,000 copies, that would be under \$2,000 for the 24-page book. Cost may go up depending on artwork. Perlman will double check the list, look at the interpretive plan, the kiosks and the highlights for each municipality. Miller mentioned farming, stone fences, commercial fishing, Death's Door, some natural attractions for Liberty Grove. Tice mentioned Pinney/Olde Stone Quarry park. Schorer said they did not mention paying the artists but could give them credit on the page. Perhaps one page would be the image of the kiosk and the other a scene. There was also some discussion on the scavenger questions—how something got its name, but that would be a trip to each kiosk to find answers. Members are wondering when the Jacksonport sign will be back in position.

The coloring book will be ready in April, with the spring season as a goal for getting it out.

C. Illegal or discontinued business or applicable signage – working with DC Planning/Zoning & DOT to curb plethora of illegal or non-conforming signage along State Scenic Byway. Follow-up on Glassnap Studio Sign by Skyway on STH 42 & others. Miller noticed that a few signs have come down. She sent Mariah Goode the mile-by-mile assessment sheet. There seem to be lots of real estate signs. Hagen will see what's going on with the Glassnap estate, since the business is closed.

D. Request to County of Door to keep Waysides open longer into the fall. Follow-up from Sam. Perlman talked to Highway Commissioner John Kolodziej on the waysides and was informed that it was State policy to close the waysides in September and there has been no County discussion on altering that schedule. Wis DOT Kurt Wranovsky who indicated the State may be divesting itself of the waysides, with some used for salt storage or reverting back to the County. It was the consensus that Perlman will send a note to Kolodziej asking the County to take over administration and maintenance of the waysides or perhaps working something out with the Land Trust to keep them open to December 1st.

New Business. Tice is on the lookout for any grants that might be used to clean up properties; it appears the DNR brownfields program is dried up. Someone mentioned CBDG (Community Dev Block Grants).

Correspondence. A letter from DNR Secretary Cathy Stepp indicates the Peninsula State Park Master Planning process will begin in December of this year and that process will provide opportunity for all individuals and groups to be involved in the future of Eagle Tower.

Next meeting date. Tuesday, February 9th 2016 – 8:30 a.m. at Fish Creek.

Payment of any Bills. Perlman said the balance of Town Web Design has already been approved.

Adjourn. Motion by Schorer and second by Hagen to adjourn. Motion carried and meeting adjourned at 8:55 a.m.

Respectfully submitted,

Linda Wait, recording secretary
[draft 12/14/2015]

Minutes of the Sister Bay Historical Society
Dec. 3, 2015

Meeting called to order by President, Fred Johnson

Minutes of the November meeting were read. Motion Ron, second Don, approved.

Treasure's report was not given.

Curator – Roberta distributed her written report.

Barn Building Update – Jim Springer spoke with the Architect about providing a concept drawing to use for fundraising. Myron Beard will serve as General Contractor for the project.

SBHS Website – Jitendra has updated the newsletter on the site. He suggests that we add current photos, new updates, calendars and an expanded part of the site dedicated to The Corner of the Past. A committee to work on the website additions was named: Roberta Champeau, Roberta Kutlik, Fred and Jitendra.

Marina Fest Meeting – Fred and Ron will attend on Jan. 12, 6pm.

Staff – The board agreed that both employees are doing a great job for the SBHS. Motion by Pat, second Don to give each a yearend cash gift; approved. Roberta will talk with Susie to ask if she will return to her position next season.

Meeting adjourned.

Respectfully submitted,

Jill Lhost, acting secretary

February, 2016 meeting TBA.

From: [Ralph Blankenburg](#)
To: [Allen Strack](#); [Betty Curzon](#); [Henry Timm](#); [Kathy Enquist](#); [Lou Covotsos](#); [Margot M. Warch](#); [Town of Liberty Grove](#); [Christy Sully](#); [Virginia Phelan](#)
Subject: Corrected Copy Minutes of Sister Bay Liberty Grove Library Commission
Date: Tuesday, December 15, 2015 12:15:56 PM
Attachments: [Bills To Pay 2015.xlsx](#)

Sister Bay / Liberty Grove Library Commission
Meeting December 8, 2015

Corrected Copy

The meeting of the Sister Bay / Liberty Grove Library Commission was called to order by Virginia Phelan at 1:10 p.m.

Members Present: Virginia Phelan, Lou Covotsos, Allen Strack, Kathy Enquist, Margot Warch, Betty Curzon and Ralph Blankenburg.

Absent: Henry Timm

Public Input: None.

Review and Approve the Minutes of the October 13, 2015 Meeting:

Lou Covotsos moved and Kathy Enquist seconded a motion to approve the minutes of the October 13, 2015 meeting. The motion passed 5-0.

Review and Payment of Bills:

Frontier Communications	Telephone	\$130.19
Wisconsin Public Service	Electric	\$660.51
Sparkle Cleaning Service	General Cleaning	\$1,500.00
Village of Sister Bay	Propane	\$90.33
Jeffrey Ward Construction	Move Shelving / Lights	\$140.00
Sparkle Cleaning Service	General Cleaning	\$780.00
Wisconsin Public Service	Electric	\$555.00
Lakeshores Landscaping	Landscape Maintenance	\$1,700.00
Van's Fire & Safety, Inc	Fire Extingisher Service	\$66.10
Frontier Communications	Telephone	\$131.73
Village of Sister Bay	Propane	\$250.62
Total		\$6,004.48

Margot Warch moved and Virginia Phelan seconded the motion to approve the payment of the bills. The motion passed 5-0.

Librarians Report:

Circulation:

2014 4,613 YTD 60,056
 2015 4,257 YTD 55,487

People Count:

2014 2,931 Lib. Visits 4 Program attended 104 Children 45 Adults
 2015 3,055 " " 4 Programs attended 121 Children 113 Adults

-
Overdrive:

2014	217	E-book uses		101	Audio books
2015	223	"	"	112	" "

Computer Use:

2014	15,960	minutes/SAM		296	devices	Wireless use
2015	12,962	"	"	397	"	"

Despite the drop in circulation, I'm optimistic about the coming year. After all, the street is open and we won't have any construction equipment to dodge this coming summer!

In early January our staff will have some training on how to use a telescope because the Door Peninsula Astronomy Society (not sure of their exact title) is donating two telescopes for checkout at Sturgeon Bay and Sister Bay/Liberty Grove libraries. With our wonderful views of the skies, they should be a popular addition.

Thanks to our great volunteers, the library has been decorated for the Christmas holiday. Nancy and crew have done a remarkable job. The Capture the Spirit Santa visit and craft for the kids was hugely popular this year. I think the last time I saw the library so full of people was at the dedication program! I'm Happy that we are able to offer the use of our facility to the Village for this program. Thanks also to Becca Berger for allowing me to stay beyond my usual Friday hours so it can all happen!

Marina Fest Meeting Report:

Meeting was set for January 12, 2016 at 6:00 p.m. at the Fire station.

Committee Reports:

Margot Warch reported on a painting that was offered for donation to the library. The watercolor is of a scene coming into Sister Bay from the North. It is framed and double matted. It would be donated by Martha Sauter and her Sisters in memory of their parents Ken and Betty Maudsley. Kathy Enquist moved that we accept the painting and Lou Covotsos seconded the motion. The motion passed 5-0.

-
Next Meeting:

January 12, 2016 @ 1:00 p.m.

-
Adjourn:

It was moved by Margot Warch and seconded by Virginia Phelan to adjourn at 2:00 p. m. The motion passed 5-0.

Submitted by: Ralph Blankenburg.

**Sister Bay / Liberty Grove Library Commission
Meeting January 12, 2016**

The meeting of the Sister Bay / Liberty Grove Library Commission was called to order by Virginia Phelan at 1:04 p.m.

Members Present: Virginia Phelan, Lou Covotsos, Allen Strack, Kathy Enquist, Margot Warch, Betty Curzon and Ralph Blankenburg.

Absent: Henry Timm

Public Input: None.

Review and Approve the Revised Minutes of the December 8, 2015 Meeting:

Lou Covotsos moved and Margot Warch seconded a motion to approve the minutes of the December 8, 2015 meeting. The motion passed 5-0.

Review and Payment of the Bills:

Sparkle Cleaning Service	Windows / Carpets Cleaned	\$1,233.00
Warmer - Wexel, LLC	Toilet Paper / Hand Towels	\$114.13
	Back Flow valves for Outside Water	
Jungwirth Ace Hardware	Outlets	\$25.98
Village of Sister Bay	Propane	\$284.05
Wisconsin Public Service	Electric	\$501.27
Frontier Communications	Telephone	\$130.26
United States Treasury	Social Security / Medicare	\$638.08
Jeffery Ward		
Construction	Install siphon Valves	\$20.00
Sparkle Cleaning Service	General Cleaning	\$720.00
Ralph Blankenburg	Folders / Labels / Postage	\$24.22
Total		\$3,690.99

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

Librarians Report:

Circulation:

2015	4,267	YTD	59,754
2014	4,705	YTD	64,761

Library Visits:

Dec. 2015	2,688	Lib. Visits	3 Program attended	79 Children	18 Adults
Dec. 2014	2,931	" "	3 Programs attended	47 Children	22 Adults

Overdrive:

2015	236	E-book uses	97	Audio books	2	Videos	40	Magazines
2014	225	" "	72	" "	1	"		Mag. Unavail.

Computer Use:

- 2015 Sam 269 Sessions for a total of 9,133 Minutes.
Wireless 383 Unique devices with an average of 23 connected per day.
- 2014 Sam 344 Sessions for a total of 13,690 Minutes.
Wireless 356 Unique devices with an average of 24 connected per day.

Thanks to Al & Nancy Strack, Gloria Erickson, Carol Jensen, Elaine Naleway, and Glenna Peters for decorating the library for the holidays... also for taking down and storing the decorations afterward. Our local library programs have resumed in this new year, with story time on the first Saturday of each month and Read to Amos on each second Saturday. The book discussion group meets every second Tuesday afternoon.

A special event this month will be a program by the Door Peninsula Astronomical Society, called "Eye on the Sky." This program will introduce people to the new telescope that will be available for checkout and it will take place on January 18th at 6:00 p.m.

Betty Curzon requested the purchase of two benches to be placed in front of the magazines. Since they were moved to their new location there is a shortage of seating. Lou Covotsos moved to let Betty purchase 2 benches not to exceed \$1,000. Kathy Enquist seconded the motion. The motion passed 5-0.

Betty Curzon asked if she could hire Jim Jays, a magician, for the summer program. Margot Warch moved to approve Betty Curzon's request to hire Jim Jays for the summer children's program for \$100. Allen Strack seconded the motion. The motion passed 5-0.

Audit:

Ralph Blankenburg reported that the audit will take place on March 7.

Marina Fest Meeting Report:

Meeting was set for January 12, 2016 at 6:00 p.m. at the Fire station.

Committee Reports:**Next Meeting:**

February 16, 2016 @ 1:00 p.m.

Adjourn:

It was moved by Margot Warch and seconded by Kathy Enquist to adjourn at 2:00 p. m. The motion passed 5-0.

Submitted by: Ralph Blankenburg.

1 *It was the consensus that notices shall be posted in visible locations throughout the Marina*
 2 *which state that pump-outs are available.*

3
 4 **Item No. 1. Discussion regarding pump-out fees; Consider a motion for action if necessary:**

5 *A motion was made by Sunstrom, seconded by Hallett that in 2016 the fee for pump-outs at the*
 6 *Sister Bay Marina shall be changed to \$15.00 per tank/dump. Motion carried – All ayes.*

7
 8 **Item No. 3. Report on “Scribble” marina management software and viewing of demo video:**

9 Krauel, Clove and the Village Administrator have done a considerable amount of research
 10 regarding the different types of marina management software which is available, and in accord
 11 with the Committee’s directives “Scribble” Marina Management Software has been purchased.
 12 A demo video as well as written documentation regarding that software was included in the
 13 meeting packets, and the Committee members jointly reviewed the documentation and viewed
 14 the video. The software should be installed soon and Krauel, Tiffany Enea, the Village
 15 Administrator and the Assistant Administrator will participate in a training session ASAP. Krauel
 16 will keep the Committee members advised of the progress which is being made on this issue.

17
 18 **Item No. 4. Review of Marina financials:**

19 **Item No. 6. Discussion regarding marina activities with the Marina Manager:**

20 Year-to-date financial reports were included in the meeting packets and the Committee
 21 members jointly reviewed them. During the review process Krauel pointed out that the reports
 22 do not include \$600.00 which was recently received for rental of the Boathouse. Further,
 23 \$160.00 is still due for pump-out services which were provided during the 2015 boating
 24 season, \$6,282.34 is due for transient fees, \$3,597.52 is due for pro-rated seasonal slip rental
 25 fees, and there is one commercial vendor who has not paid his seasonal slip rental fees yet.
 26 Invoices have been sent to the individuals/companies who owe the Marina money and Krauel
 27 intends to do regular follow-ups. She also intends to audit the seasonal slip wait lists during the
 28 winter months. Copies of the seasonal slip renewal documents which were recently mailed out
 29 were also included in the meeting packets.

30
 31 **Item No. 5. Discussion on Marina capital projects:**

32 • **Fuel dock and grants available:**

33 At the last meeting discussion took place regarding the possibility of installing a
 34 fuel dock at the Sister Bay Marina, and it was the consensus that further
 35 discussion should take place regarding that issue at this meeting. Clove believes
 36 the most logical and accessible dock to be utilized for placement of the
 37 components of a fuel system would be “B” Dock. The Village Administrator has
 38 suggested that a consultant who is familiar with fuel docks, the related
 39 regulations, and availability of grant funds be hired to write an applicable grant
 40 application for the Village.

41
 42 Sunstrom noted that he personally does not want to see a fuel dock installed in
 43 Sister Bay and would also like to see specific revenues vs. expenses data from
 44 other marinas which have fuel docks. Clove responded that a spreadsheet
 45 containing projected fuel dock cash flows for the Sister Bay Marina was
 46 presented to the Committee members in the past and will forward that
 47 document to Sunstrom.

Minutes of the December 8, 2015 Meeting of the Marina Committee

1 *A motion was made by Duffy, seconded by Sunstrom that the Village Administrator and the*
2 *Marina Manager shall do further research regarding the availability of grant funds for a fuel*
3 *dock, and then obtain two quotes for the writing of an applicable grant application from*
4 *consultants who are familiar with fuel docks and the related regulations, and present that*
5 *information to the Marina Committee ASAP. Motion carried – All ayes.*

6
7 **Item No. 7. Consider a motion to discuss matters to be placed on a future agenda or**
8 **referred to a committee, official or employee:**

9 It was the consensus that the following issues shall be addressed at a future Marina
10 Committee Meeting(s):

- 11 • **Update on the availability of grant funds for a fuel dock.**
- 12 • **Discussion regarding repair and resurfacing of “A” Dock, and discussion**
13 **regarding the possibility of obtaining grant funds for those repairs.**
- 14 • **Discussion regarding painting of the Boathouse.**

15
16 **Adjournment:**

17 *A motion was made by Duffy, seconded by Hallett that the meeting of the Marina Committee*
18 *be adjourned at 6:01 P.M.*

19
20 *The next meeting of the Marina Committee was scheduled for January 12, 2016 at 4:00 P.M.*
21 *The Marina Fest Committee will be meeting on that same date at 6:00 P.M.*

22
23 Respectfully submitted,

24 

25 Janal Suppanz,
26 Administrative Assistant

1 paid for is repair/replacement of docks. Krauel will contact the representative of Petroleum
 2 Equipment who was dealing with the former Marina Manager to see if he is aware of any grants
 3 which are available for fuel dock systems and report her findings to the Committee ASAP.
 4

5 *It was the consensus that at this time no grant applications shall be submitted for a fuel dock,*
 6 *but long-term planning shall continue for such an appurtenance. Alternative repairs for "A*
 7 *Dock" such as wood or composite coverings shall also be investigated. At some point in the*
 8 *future the Marina Committee will make a presentation to the members of the Finance*
 9 *Committee regarding the possibility of establishing a CIP for Marina projects.*

10
 11 **Item No. 3. Discussion regarding painting of the Boathouse; Consider a motion for action if**
 12 **appropriate:**

13 Clove stated that he believes the exterior of the Boathouse is in need of painting, and the
 14 Committee members agreed.
 15

16 *A motion was made by Duffy, seconded by Clove that the exterior of the Boathouse shall be*
 17 *painted in 2016, and prior to the time that the painting is done the "For Rent" sign which is*
 18 *posted on that building shall be removed and placed in storage. Motion carried – All ayes.*
 19

20 An estimate for painting of the Boathouse which was received from Adam Johnson was
 21 included in the meeting packets and Clove presented an estimate he had received from Bogdan
 22 Savenko of Peninsula Painters. There was some question as to whether or not caulking, priming,
 23 scraping and power washing were included in both estimates, and Krauel was asked to contact
 24 Johnson and Savenko to request clarification of the services which will be provided. This
 25 agenda item will be re-addressed at the next meeting of the Marina Committee.
 26

27 **Item No. 4. Discussion regarding the placement of a mural on the Boathouse; Consider**
 28 **referral to the appropriate Committee, Commission, Board or official(s):**

29 Samples of potential murals which were prepared by Ram Rohas were included in the meeting
 30 packets and the Committee members jointly reviewed them.
 31

32 The Committee members indicated that they are very impressed with the work Rohas did on the
 33 mural in Baileys Harbor, but do not believe any of the proposed murals which were reviewed
 34 at this meeting were what they originally envisioned for display in Sister Bay. They also
 35 expressed concerns about what would happen with the mural if building alterations are made
 36 at some point in the future.
 37

38 *A motion was made by Sunstrom, seconded by Duffy that the Marina Committee's concerns*
 39 *about placement of a mural on the Boathouse shall be referred to the Parks Committee. Motion*
 40 *carried – All ayes.*
 41

42 **Item No. 5. Discussion on the Marina marketing piece progression; Consider a motion for**
 43 **action if appropriate:**

44 **Item No. 6. Review of the Marina Manager's Report:**

45 **Item No. 7. Scheduled February Topics: Innovation and Marketing; Consider a**
 46 **motion for action if necessary:**

47 A draft of a tri-fold Marina marketing piece was included in the meeting packets and the
 48 Committee members jointly reviewed that document. It was the consensus that in addition to
 49 the events listed on the marketing piece a cook-out/get-together shall be conducted at the
 50 Marina sometime during Memorial Day weekend. A few grammatical revisions were suggested

1 for the marketing piece and Krauel took note of all of them. She will see that the marketing
 2 piece is revised in accord with the Committee members' directives and e-mail the revised draft
 3 to them ASAP.

4
 5 Krauel's Marina Manager's Report was included in the meeting packets, and the Committee
 6 members also jointly reviewed that document. Seasonal slip invoices will be mailed out by
 7 Friday, February 12, 2016 and a new filing system has also been created for the seasonal slip
 8 holder documentation. The suggestion was made that slip holders be given the option to
 9 receive their invoices digitally, and it was the consensus that this would be a good idea. There
 10 are still ten seasonal slips available and Krauel is working on filling them. Scribble software
 11 training was delayed because Krauel has not had Quick Books training yet. Work is also
 12 ongoing on switching the credit card processor to X Charge. Several people have expressed
 13 interest in working at the Marina during 2016, and one interview has already been conducted.
 14 The Marina is currently in "good shape" with the freeze-over and the bubblers are doing their
 15 job, but the breakwall has been barricaded for safety reasons. If at all possible Krauel would like
 16 to make the Marina website mobile-friendly and would like to re-host it.

17
 18 *A motion was made by Sunstrom, seconded by Duffy that prior to the 2016 boating season up
 19 to \$2,500 may be spent on redesigning and making the Sister Bay Marina's website mobile-
 20 friendly. Motion carried – All ayes.*

21
 22 **Item No. 8. Consider a motion to convene into executive session pursuant to Wis.
 23 Stats. §19.85(1)(c) to discuss personnel and employee benefits:**

24 **Item No. 9. Consider a motion to reconvene into open session:**

25 **Item No. 10. Consider a motion to take action if required:**

26 None of these agenda items were addressed.

27
 28 **Item No. 11. Consider a motion to discuss matters to be placed on a future agenda or
 29 referred to a committee, official or employee:**

30 The next meeting of the Marina Committee is scheduled for Tuesday, March 8, 2016 at
 31 4:00 P.M.

32
 33 It was the consensus that the following issues shall be addressed at that meeting:

- 34 • **Discussion regarding painting of the Boathouse; Consider a motion for action if**
 35 **appropriate;**
- 36 • **Discussion regarding the Boathouse Mural Project;**
- 37 • **Discussion on the Marina marketing piece progression; Consider a motion for action if**
 38 **appropriate;**
- 39 • **Discussion regarding website revisions.**

40
 41 **Adjournment:**

42 *A motion was made by Sunstrom, seconded by Duffy that the meeting of the Marina
 43 Committee be adjourned at 5:40 P.M.*

44
 45 Respectfully submitted,

46 

47 Janal Suppanz, Assistant Administrator

1 **MARINA FEST COMMITTEE MEETING MINUTES**
2 **TUESDAY, JANUARY 12, 2016**
3 **SISTER BAY ADVANCEMENT ASSOCIATION COORDINATOR'S OFFICE**
4 **10668 N. BAY SHORE DRIVE**
5 **(APPROVAL PENDING)**

6
7 *The January 12, 2016 meeting of the Marina Fest Committee was called to order by*
8 *Chairperson Pat Duffy at 6:00 P.M.*
9

10 **Present:** Chairperson Duffy and Committee member John Clove

11
12 **Excused:** Sue Lundquist

13
14 **Staff Members:** Zeke Jackson, Village Administrator, Steve Mann, Facilities Manager,
15 Nicole Krauel, Marina Manager, and Janal Suppanz, Assistant Administrator.

16
17 **Others:** Ron Kane, Rob Zoschke, Deb Duren, Chris Hecht, Stacey Bell, Gary Chaudoir,
18 Ralph Blankenburg, Fred Johnson, John Ludwigsen, John Skogsbakken, and Mike Scoville.

19
20 **Approval of the Agenda:**

21 *A motion was made by Clove, seconded by Duffy, that the Agenda for the January 12,*
22 *2016 meeting of the Marina Fest Committee be approved as presented. Motion carried –*
23 *All ayes.*
24

25 **Comments and correspondence:**

26 Duffy asked if anyone wished to comment regarding a non-agenda item. No one
27 responded.
28

29 **Business Items:**

30 **Item No. 1. Review of Marina Fest Financials from 2015:**

31 Financial reports were included in the meeting packets, and the Committee members
32 jointly reviewed that documentation. During the review process Jackson pointed out that
33 revenues as well as expenses for Marina Fest were greater in 2015, but that can be
34 attributed to the fact that Marina Fest was conducted over a two day period as opposed to
35 one. Marina Fest has been conducted for over twenty years, and expenses incurred as a
36 result of conducting that festival have always exceeded income. Because of budgetary
37 constraints the Marina Fest Committee must make a concerted effort to see that this does
38 not happen in the future.
39

40 **Item No. 2. Review of Marina Fest Business Impact Survey from 2015:**

41 A copy of the 2015 Marina Fest Economic Impact Survey which had been distributed to
42 local business owners, as well as survey data tabulation sheets were included in the
43 meeting packets and the Committee members jointly reviewed that documentation.
44

45 **Item No. 3. Review of Marina Fest operations from 2015:**

46 Jackson asked that each of the representatives from the non-profit organizations which
47 participated in Marina Fest provide input on their feelings about Marina Fest operations for
48 2015.

1 Duffy noted that he believes there were more people at Marina Fest, 2015 but it might
2 have been helpful if some of the vendors were located by the bouncy houses.

3
4 Chris Hecht indicated that the members of the Fire Department liked the expanded
5 location for Marina Fest very much and thought it worked quite well. If the members of the
6 Fire Department have their choice tokens will never be utilized again at Marina Fest as the
7 procedure was problematic and was not convenient for festival attendees or volunteers.
8 Hecht agrees that more vendor locations would be preferred, and noted that from the Fire
9 Department's perspective the second day of Marina Fest was a "flop" as sales were down
10 considerably. There were a lot of people who came to watch the lumberjack show on
11 Sunday, but they left as soon as the show was over. If the decision is made to just go with a
12 one day event the Fire Department would be willing to pay for an additional band. In the
13 future it would be helpful if some sort of walking path could be created in the vendor area.
14 It would also help if beer, soda and like product offerings are situated in the same location.
15 Hecht noted that the members of the Fire Department believe the "exclusivity clause" for
16 food and beverage sales by non-profit organizations which is contained in the Marina Fest
17 By-Laws should continue to be honored.

18
19 Jackson agreed that token sales did not work at Marina Fest, and recommended that that
20 practice be discontinued. The younger demographic purchased tokens with credit cards
21 and didn't have problems utilizing them, but the older demographic had major problems
22 with the entire system and simply did not like it. Counting the tokens at the end of the
23 festival was also very time consuming.

24
25 Fred Johnson indicated that the Historical Society lost a number of sales because people
26 did not want to purchase tokens ahead of time. He also indicated that he believes there
27 should have been more signage displayed which directed festival attendees to the various
28 attractions as well as the food and beverage offerings.

29
30 John Skogsbakken indicated that the members of the Kiwanis actually liked the token
31 system as workers were not required to make change.

32
33 Clove indicated that he heard a number of people complaining that they were required to
34 buy a minimum number of tokens rather than the amount they needed for the food and
35 beverages they actually wanted to purchase.

36
37 *A motion was made by Clove, seconded by Duffy that token sales shall be discontinued at*
38 *Marina Fest. Motion carried – All ayes.*

39
40 Several of the non-profit representatives indicated that the location of electrical outlets and
41 the fact that cords were running all over the festival grounds was problematic and unsafe.
42 They also indicated that they heard complaints that "the coffee tasted funny". The likely
43 cause was the fact that the hydrant which was utilized as a water source had not been
44 flushed prior to Marina Fest.

45
46 John Ludwigsen indicated that the Lions didn't have any problems at Marina Fest, 2015.
47 He also pointed out that the Lions give all the money they make at the boat building tent
48 back to the Village. If they were asked to operate the tent on Sunday that could be
49 problematic as there simply aren't enough volunteers.

1 Rob Zoschke indicated that he has attended Marina Fest for many years. Everywhere he
 2 went locally on Labor Day weekend he ran into people who were complaining that they
 3 would not go back on the second day of the festival because they were so disgusted with
 4 the token system. Zoschke also indicated that he never encountered anything like the
 5 situation which was created by the bouncy houses. He took his daughters there and
 6 literally feared for their safety as there were some older kids utilizing the equipment who
 7 were behaving in a reckless manner. The people who were working at the bouncy houses
 8 didn't reprimand the older kids, so he eventually took matters into his own hands and told
 9 them to stop what they were doing.

10
 11 Clove indicated that he does not believe the activities Zoschke referred to are acceptable at
 12 all and would be happy to act as the "bouncer" at the bouncy houses in the future.

13
 14 Gary Chaudoir, who runs a booth for the Teen Center, indicated that they had a good year
 15 at Marina Fest, 2015. He believes it was a good idea to keep all the children's activities in
 16 one area. Unfortunately the glow stick sales did not go so well.

17
 18 Mike Scoville indicated that his students helped with the Library book sale, which went
 19 quite well. Unfortunately the movies in the park were not well attended. He also indicated
 20 that if there is a shortage of volunteers he would be willing to try to find kids to help at
 21 some of the non-profit booths during Marina Fest.

22
 23 Clove indicated that the members of the Marina Fest Committee are considering seeing
 24 that more family oriented activities are conducted at future Marina Fests. Krauel will be
 25 looking into bringing carnival rides to Marina Park. The Door County Maritime Museum
 26 had a record weekend at Marina Fest, and the second day of sales was a big help.

27
 28 Deb Duren indicated that she'd be happy to help with the 2016 Wooden Boat Show, but
 29 can't commit to running it again as Labor Day weekend is a very busy time for them at
 30 Yacht Works. Bill Hebel, who was "tremendous", also indicated that he would be willing
 31 to help. Duren definitely believes better informational signage should be erected on the
 32 Marina Fest grounds in the future as a number of people asked where they could get food.

33
 34 Clove and Jackson thanked Duren, Russ Forkert and Bill Hebel for all the work they did on
 35 the wooden boat show, and indicated that they will gratefully accept any help they are
 36 willing to provide in the future.

37
 38 **Item No. 4. Discussion on Marina Fest schedule and activities for 2016; Consider a**
 39 **motion for action if necessary:**

40 *Discussion took place regarding the Marina Fest schedule and activities for 2016, and it*
 41 *was the consensus that:*

- 42 • *Marina Fest, 2016 shall again be conducted over the course of two days. (The*
 43 *Saturday and Sunday of Labor Day weekend.)*
- 44 • *Food and beverage vendors shall be spread out throughout the festival grounds, but*
 45 *drink vendors should be situated in close proximity to food vendors.*
- 46 • *A carnival which can provide rides and games and supply a limited amount of food*
 47 *and drinks shall be booked to operate on both days of Marina Fest.*
- 48 • *A fireworks show will only be conducted on Saturday night, but the rain date shall*
 49 *be scheduled for Sunday night. Jackson will ask Fuzzy Sunstrom to contact*

- 1 *Spielbauer's ASAP.*
 2 • *The lumberjack show will not be booked for 2016.*
 3 • *Movies in the Park will be conducted on the Sunday evening of Labor Day*
 4 *weekend.*

5
 6 *Discussion took place regarding how many and what types of tents should be rented for*
 7 *Marina Fest, and the suggestion was made that the Village consider purchasing its own*
 8 *tent(s). A referral will be made to the Parks Committee.*

9
 10 **Item No. 5. Discussion on organization and duty assignments for 2016; Consider a**
 11 **motion for action if necessary:**

12 A Marina Fest Duty and Supply Checklist was included in the meeting packets and Jackson
 13 requested that the Committee members think about the tasks they would like to volunteer
 14 for and be prepared to complete the sheet at the next Marina Fest meeting.

15
 16 **Item No. 8. Discussion regarding matters to be placed on a future agenda or referred to a**
 17 **committee, official or employee:**

18 *The next meeting of the Marina Fest Committee will be conducted at 6:00 P.M. on*
 19 *Tuesday, March 8, 2016. One of the items to be addressed at that meeting will be*
 20 *"Discussion on organization and duty assignments for 2016; Consider a motion for action*
 21 *if necessary".*

22
 23 **Adjournment:**
 24 *A motion was made by Clove, seconded by Duffy to adjourn the meeting of the Marina*
 25 *Fest Committee at 7:49 P.M. Motion carried – All ayes.*

26
 27 Respectfully submitted,



28
 29 Janal Suppanz,
 30 Assistant Administrator

1 **MINUTES FOR THE JOINT MEETING OF THE PLAN COMMISSION &**
2 **THE ECONOMIC DEVELOPMENT COMMITTEE**
3 **TUESDAY, JANUARY 26, 2016**
4 **Sister Bay Village Hall – 10693 N. Bay Shore Drive**
5 **UNAPPROVED VERSION**
6

7 The January 26, 2016 joint meeting of the Plan Commission and the Economic Development
8 Committee was called to order by Plan Commission Chair and Economic Development
9 Committee member Dave Lienau at 5:31 P.M.

10
11 **Present:** Plan Commission Chair and Economic Development Committee member Lienau, Plan
12 Commission members Scott Baker, Nate Bell, Don Howard and Marge Grutzmacher, Economic
13 Development Committee Chair Larry Gajda, and Economic Development Committee members
14 Dan Mortier and Denise Bhirdo.

15
16 **Excused:** Plan Commission member Eric Lundquist, and Economic Development Committee
17 member Mike Flood.

18
19 **Absent:** Economic Development Committee member Jimmy Grasse.

20
21 **Others:** Ron Kane, Greg Casperson, Bill Becker, Keith Garot, Steve Thomas, Al Gokey, Jennie
22 Bexel, Stan Wilson, Nicki Scharrig, Michele Notz, Rob Zoschke, John Sawyer, Tim Erskine and
23 two other individuals.

24
25 **Staff Members:** Village Administrator Zeke Jackson and Assistant Administrator Janal Suppanz

26
27 **Comments, correspondence and concerns from the public:**

28 Lienau noted that no new correspondence had been received, and then asked if anyone wished
29 to comment regarding a non-agenda item.

30
31 Rob Zoschke asked that the Economic Development Committee look into the possibility of
32 providing free WiFi services throughout the Village.

33
34 Denise Bhirdo indicated that she would like to comment on a Plan Commission agenda item,
35 and Lienau responded that she would be allowed to do that when the item was addressed
36 during the meeting.

37
38 **Approval of the agenda:**

39 *A motion was made by Gajda, seconded by Howard that the Agenda for the January 26, 2016*
40 *joint meeting of the Plan Commission and the Economic Development Committee be approved*
41 *as presented. Motion carried – All ayes.*

42
43 **Approval of minutes as published:**

44 **As to the minutes for the December 15, 2015 joint meeting of the Plan Commission and the**
45 **Economic Development Committee:**

46 *A motion was made by Bhirdo, seconded by Gajda that the minutes for the December 15,*
47 *2015 joint meeting of the Plan Commission and the Economic Development Committee be*
48 *approved as presented. Motion carried – All ayes.*
49

1 **As to the minutes for the January 12, 2016 meeting of the Economic Development**
2 **Committee:**

3 *A motion was made by Bhirdo, seconded by Gajda that the minutes for the January 12, 2016*
4 *meeting of the Economic Development Committee be approved as presented. Motion carried –*
5 *All ayes.*

6
7 **Business Items:**

8 **1. Review of architectural and site plan proposals for a new development on “the Braun**
9 **Property”; consider a motion to make a recommendation to the Village Board concerning**
10 **approval:**

11 The members of the Economic Development Committee have met a number of times to discuss
12 potential development on the property which is commonly referred to as “the Braun Property”.
13 At some of those meetings the members of the Plan Commission as well as several citizens
14 were present, and eventually Steve Thomas was asked to prepare the site plan which was
15 presented this evening. That plan allows for mixed uses and contains the following elements:

- 16 • *The property is squared off;*
- 17 • *The Bowl’s parking lot is attached to the new parking lot;*
- 18 • *There is a large structure on the back corner of the property;*
- 19 • *Only one or two story buildings are depicted in the frontage area;*
- 20 • *There is public space with walking paths and public art areas on the property;*
- 21 • *The main entrance to the development is at the corner of Mill Road and N. Bay Shore*
22 *Drive;*
- 23 • *A visitor information booth/kiosk is situated along N. Bay Shore Drive;*
- 24 • *There is a pathway within the development which allows access to the Library gardens;*
25 *and,*
- 26 • *There is an access road on the south side of the property abutting the Bowl property.*

27
28 Thomas was present and explained the various portions of the plan. The average retail shop
29 within the proposed development will be 1,000 to 1,200 square feet in size.

30
31 Bhirdo indicated that she believes Thomas incorporated all the committee members’ ideas into
32 the site plan very well, but is concerned about the large amount of green space that is depicted
33 on the plan. She also believes a Condominium Owner’s Association should be created so that
34 the Village will not be responsible for upkeep of the green space, and does not believe 1,000 to
35 1,200 square feet is a sufficient amount of space to operate a retail establishment out of. Gajda
36 agreed.

37
38 Grutzmacher noted that if one of the buildings on Mill Road were to be eliminated a driveway
39 could be created in that area, and, therefore, more buildings could be constructed within the
40 proposed development.

41
42 *A motion was made by Gajda, seconded by Bhirdo that the Plan Commission recommends that*
43 *the site plan which was presented by Steve Thomas at this meeting be approved on the*
44 *condition that some of the buildings along Mill Road and N. Bay Shore Drive be expanded to*
45 *allow for retail space of 1,400 to 1,500 square feet, thus shrinking the amount of green space*
46 *within the proposed development. Motion carried – All ayes.*

1 **2. Adjournment of the joint meeting of the Plan Commission and the Economic Development**
 2 **Committee and excusal of the members of the Economic Development Committee:**

3 *At 6:02 P.M. a motion was made by Bhirdo, seconded by Mortier that the joint meeting of the*
 4 *Plan Commission and the Economic Development Committee be adjourned. Motion carried –*
 5 *All ayes. At that point the members of the Economic Development Committee were excused. A*
 6 *brief recess was then taken and the Plan Commission members reconvened at 6:13 P.M.*

7
 8 **3. Public Hearing on a CSM for Parcel No. 181-00-08312812M, which property is located on**
 9 **Canterbury Lane, but bears an address of 10560 Applewood Road and is commonly referred**
 10 **to as “The Canterbury Extension”; discussion regarding a proposed CSM; and consider a**
 11 **motion to recommend approval to the Village Board:**

12 *At 6:14 P.M. Lienau called the public hearing on a request for a CSM for Parcel No. 181-00-*
 13 *08312812M, which property is located on Canterbury Lane and is commonly referred to as*
 14 *“The Canterbury Extension” to order.*

15
 16 As a condition of development the Village required Scandia Village (SCAND) to include a
 17 public road in their expansion plans. A CSM, which is the mechanism for accepting that road,
 18 was included in the meeting packets.

19
 20 Lienau asked if anyone wished to comment regarding the proposed CSM.

21
 22 Michele Notz, the Administrator of Scandia Village, indicated that she wanted to publicly thank
 23 Village officials for seeing that the streets within Scandia Village are plowed. She also asked if
 24 the Village has any plans for creation of an additional road which would allow for alternate
 25 ingress and egress points to and from Scandia Village.

26
 27 Lienau responded that there is no exact time table for installation of an additional road in that
 28 area, but the Village does intend to see that such a road is created at some point in the future.

29
 30 *At 6:39 P.M. Lienau asked if anyone else wished to comment, and when no one responded he*
 31 *declared that the public hearing was officially closed.*

32
 33 *A motion was made by Grutzmacher, seconded by Baker that the Plan Commission*
 34 *recommends that the CSM for Parcel No. 181-00-08312812M, which property is located on*
 35 *Canterbury Lane, but bears an address of 10560 Applewood Road and is commonly referred to*
 36 *as “The Canterbury Extension”, be approved as presented. Motion carried – All ayes.*

37
 38 **Item No. 4. Discussion regarding an amended Development Agreement for the Good**
 39 **Samaritan Society, d/b/a SCAND; consider a motion for action if necessary:**

40 A draft of an amended Development Agreement for the Good Samaritan Society, (d/b/a
 41 SCAND), was included in the meeting packets and the Commission members jointly reviewed
 42 that document. Complaints were received about light pollution from Light #7, which is at the
 43 corner of the Canterbury Extension, and, therefore, the management of SCAND was asked to
 44 install a shroud and a dimmer on that light. That has helped considerably. The amended
 45 Development Agreement indicates that the Good Samaritan Society will have no obligation to
 46 install the six street lights which are shown on Exhibit A, and also addresses the issues with
 47 Light #7.

48
 49 Denise Bhirdo agreed that the shrouding and installation of a dimmer on Light #7 has helped,
 50 but pointed out that Light #10 also shines into her residence, which is problematic. Bhirdo

1 asked that this problem also be addressed in the amended Development Agreement as the
2 Village's light pollution regulations are being violated.

3
4 Michele Notz stated that she is concerned that light pollution is occurring, but expressed
5 concerns about the cost of the additional work, and the suggestion was made that the Village
6 bear the burden of paying for the additional shrouding and installation of a dimmer on Light
7 #10.

8
9 *A motion was made by Grutzmacher, seconded by Howard that the Plan Commission*
10 *recommends that the Development Agreement for the Good Samaritan Society, d/b/a SCAND,*
11 *which was reviewed at this meeting be approved as presented but amended in such fashion*
12 *that it states that the management of SCAND will be required to see that a dimmer and a*
13 *shroud are installed on Light #10, but the Village will actually absorb the cost of those*
14 *alterations, which shall not exceed \$2,500.00. Motion carried – All ayes.*

15
16 **Item No. 6. Discussion on a proposal for wayfinding signage for Scandia Village; consider a**
17 **motion for action if necessary:**

18 Michele Notz and Nikki Scharrig of SCAND presented a Wayfinding Signage Plan for that
19 facility and the Commission members jointly reviewed it. Since the work has been done on the
20 SCAND Expansion Project people are having a hard time finding their way around the SCAND
21 campus.

22
23 *A motion was made by Lienau, seconded by Howard that the Wayfinding Signage Plan for*
24 *Scandia Village which was reviewed at this meeting is approved on the condition that all*
25 *setback requirements must be met when signage is placed and site triangles are not blocked.*
26 *Further, the Highway 57 monument sign must be substantially renovated by May 31, 2016.*
27 *Motion carried – All ayes.*

28
29 **Item No. 7. Public Hearing on a proposed CSM for Parcel No. 181-21-0305, which has been**
30 **assigned an address of 10641 N. Bay Shore Drive and is commonly referred to as “Husby’s”,**
31 **and an adjacent piece of property - Parcel No. 181-21-0303A which has been assigned an**
32 **address of 10647 N. Bay Shore Drive:**

33 At 6:55 P.M. Lienau called the public hearing on a proposed CSM for Parcel No. 181-21-0305,
34 which has been assigned an address of 10641 N. Bay Shore Drive and is commonly referred to
35 as “Husby’s”, and an adjacent piece of property - Parcel No. 181-21-0303A, which has been
36 assigned an address of 10647 N. Bay Shore Drive to order.

37
38 John Sawyer, one of the owners of Husby's, intends to purchase the property at 10647 N. Bay
39 Shore Drive, and a proposed CSM which combines that parcel with the Husby's property was
40 included in the meeting packets.

41
42 *At 6:59 P.M. Lienau asked if anyone wished to comment regarding the proposed CSM, and*
43 *when no one responded he declared that the Public Hearing was officially closed.*

44
45 *A motion was made by Howard, seconded by Grutzmacher that the Plan Commission*
46 *recommends that the CSM for Parcel No. 181-21-0305, which has been assigned an address of*
47 *10641 N. Bay Shore Drive and is commonly referred to as “Husby’s”, and Parcel No. 181-21-*
48 *0303A, which has been assigned an address of 10647 N. Bay Shore Drive, be approved as*
49 *presented. Motion carried – All ayes.*

50

1 At 7:00 P.M. a brief recess was taken and the Commission reconvened at 7:02 P.M.

2
3 **Item No. 5. Public Hearing on proposed CSM's for Parcel No. 181-42-30001 and Parcel No.**
4 **181-42-40001, which property has been assigned an address of 10604 STH 57 and is**
5 **commonly referred to as the "Harbor View Development", and an associated Planned Use**
6 **Development (PUD) Agreement; discussion on the Harbor View property; consider a motion**
7 **to recommend approval to the Village Board:**

8 *At 7:03 P.M. Lienau called the public hearing on two proposed CSM's for Parcel No. 181-42-*
9 *30001 and Parcel No. 181-42-40001, which property has been assigned an address of 10604*
10 *STH 57 and is commonly referred to as the "Harbor View Development", and an associated*
11 *Planned Use Development (PUD) Agreement to order.*

12
13 Two proposed CSM's for Parcel No. 181-42-30001 and Parcel No. 181-42-4001 as well as an
14 associated Planned Use Development (PUD) Agreement were included in the meeting packets
15 and the Commission members jointly reviewed those documents. The street which is depicted
16 on the CSM's will be private.

17
18 *Lienau asked if anyone wished to comment regarding the CSM's or the PUD.*

19
20 Al Gokey pointed out that some trees have already been removed from the property in
21 question, and he intends to leave removal of any further trees up to the discretion of the
22 persons who actually buy lots within his development.

23
24 *At 7:13 P.M. Lienau asked if anyone else wished to comment, and when no one responded he*
25 *declared that the public hearing was officially closed.*

26
27 *A motion was made by Baker, seconded by Howard that the Plan Commission recommends*
28 *that the CSM's for Parcel No. 181-42-30001 and Parcel No. 181-42-40001, which property has*
29 *been assigned an address of 10604 STH 57 and is commonly referred to as the "Harbor View*
30 *Development", be approved as presented. Motion carried – All ayes.*

31
32 *A motion was made by Baker, seconded by Grutzmacher that the Plan Commission*
33 *recommends that the Planned Use Development Agreement for the Harbor View Development*
34 *which was reviewed at this meeting be approved as presented. Motion carried – All ayes.*

35
36 **Item No. 8. Review of a proposed sign for the Sister Bay Bays to be erected at the Sports**
37 **Complex; consider a motion for action if appropriate:**

38 An artist's rendering of a proposed sign for the Sister Bay Bays was included in the meeting
39 packets and the Commission members jointly reviewed that document. The Bays would like to
40 erect that sign at the Sports Complex. If the Plan Commission approves of the sign a referral will
41 have to be made to the Parks Committee.

42
43 *A motion was made by Grutzmacher, seconded by Baker that the Plan Commission approves*
44 *of the proposed signage for the Sister Bay Bays which was reviewed at this meeting and*
45 *recommends that the Parks Committee likewise approve it. Motion carried – All ayes.*

46
47 **Item No. 9. Review of required parking for "Roots B & B" located on Maple Drive; consider a**
48 **motion for action if appropriate:**

49 Collin Doherty will be purchasing the Inn on Maple and will be naming his new business
50 "Roots B & B". The Zoning Code does allow for parking regulations to be waived or modified

1 in the downtown area, and since parking is very limited in the area surrounding the Inn on
 2 Maple, Doherty is proposing that his customers be allowed to utilize the parking spaces on
 3 Maple Drive from its intersection with N. Bay Shore Drive to the intersection with Mill Road.

4
 5 *A motion was made by Howard, seconded by Bell that the Plan Commission waives the parking*
 6 *requirements for "Roots B & B", which is located at 2378 Maple Drive, on the condition that*
 7 *the owners of that business must see that parking stripes are painted on Maple Drive from its*
 8 *intersection with N. Bay Shore Drive to the intersection with Mill Road. Motion carried – All*
 9 *eyes.*

10
 11 **Item No. 10. Review of a proposed amendment to the Stony Ridge Development Project;**
 12 **consider a motion for action if necessary:**

13 The cost estimates for the Stony Ridge Development Expansion Project came in much higher
 14 than anticipated, and, therefore, an amended Development Agreement and a proposed site
 15 plan were drafted. Basically the original expansion plan will be scaled back a bit and phasing
 16 will be done. The revised documents were included in the meeting packets, and the
 17 Commission members jointly reviewed all of them.

18
 19 *A motion was made by Baker, seconded by Howard that the Plan Commission recommends*
 20 *that the proposed amendments to the plans and the Development Agreement for the Stony*
 21 *Ridge Expansion Project which were reviewed at this meeting be approved as presented.*
 22 *Motion carried – All eyes.*

23
 24 **Item No. 11. Review of a Development Plan for Parcel No. 181-21-0201A and associated**
 25 **documents which were submitted by Allen Gokey for the "Old Helm's Cottage Lot" which is**
 26 **owned by the Village of Sister Bay; consider a motion to recommend approval to the Village**
 27 **Board:**

28 Al Gokey would like to construct a commercial/residential building on the "Old Helm's
 29 Cottage Lot". A proposed Development Agreement, a Collateral Pledge Agreement, and related
 30 documents were included in the meeting packets, and the Commission members jointly
 31 reviewed all of that documentation. There will be a contingency that the Village will convey
 32 the property to Gokey subject to secured construction of restrooms with a value of \$125,000 to
 33 be dedicated to the public, or a cash settlement. Gokey and his architect, Steve Thomas, also
 34 presented building, site and landscaping plans, and during the review process Jackson pointed
 35 out that a rain garden is depicted on those plans.

36
 37 Jackson noted that the Zoning Code does allow for height limitations, and the Plan Commission
 38 will have to make a determination as to whether Gokey's proposed building satisfies those
 39 requirements. He also noted that the building will be located in a transition district, so different
 40 architectural styles could be allowed.

41
 42 Grutzmacher indicated that she just saw the previously mentioned plans this evening and is
 43 somewhat "overwhelmed". She also would like to see color and material samples. Therefore,
 44 she doesn't feel comfortable making a decision regarding whether the plans are acceptable at
 45 this time. Several of the Commission members concurred, and it was the consensus that this
 46 matter shall be re-addressed at the February Plan Commission Meeting.

47
 48 **Item No. 12. Report by the Zoning Administrator regarding development activities; various**
 49 **enforcement actions and issuance of Sign and Zoning Permits:**

50 Jackson gave the following oral report:

- 1 • The owners of Eagle Mechanical will be moving into Voight's Auto Shop and they
2 recently submitted a Sign Permit Application. The proposed signage is compliant, and,
3 therefore, a Sign Permit has been issued.
4

5 **Item No. 13. Matters to be placed on a future agenda or referred to a committee,**
6 **official or employee:**

7 *A motion was made by Grutzmacher, seconded by Howard that Agenda Item No. 11 – Review*
8 *of a Development Plan for Parcel No. 181-21-0201A and associated documents which were*
9 *submitted by Allen Gokey for the "Old Helm's Cottage Lot" which is owned by the Village of*
10 *Sister Bay; consider a motion to recommend approval to the Village Board, shall be tabled until*
11 *the February meeting of the Plan Commission. Motion carried – All ayes.*
12

13 **Adjournment:**

14 *A motion was made by Grutzmacher, seconded by Howard to adjourn the meeting of the Plan*
15 *Commission at 8:49 P.M. Motion carried – All ayes.*
16

17 Respectfully submitted,

18 

19 Janal Suppanz,
20 Assistant Administrator

1 **MINUTES FOR THE SPECIAL MEETING OF THE SBAA BOARD OF DIRECTORS**
2 **TUESDAY, DECEMBER 8, 2015**
3 **SISTER BAY ADVANCEMENT ASSOCIATION COORDINATOR'S OFFICE**
4 **10668 N. BAY SHORE DRIVE**
5

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

9 **Present:** Drew Bickford, Ron Kane, Casey St. Henry, Denise Bhirdo, Windy Bittorf, James
10 Larsen and Nora Zacek. Nancy Grube arrived at 8:06 A.M.

11
12 **Excused:** Heidi Hitzeman, Tanya Crowell, and Larry Gadja.

13
14 **Staff Members:** Paige Funkhouser, SBAA Coordinator.
15

16 **Business Items:**

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

18 *A motion was made by Kane, seconded by Bittorf, that the Agenda for the December 8, 2015*
19 *special meeting of the SBAA Board of Directors be approved as presented. Motion carried – All*
20 *eyes.*
21

22 **Item No. 2. Discussion regarding the 2016 budget for the SBAA:**

23 A draft of the SBAA's budget for 2016 as well as monthly financial reports were included in the
24 meeting packets and the Board members jointly reviewed that documentation. During the
25 review process Kane asked if it would be possible for Bittorf to include a column which shows
26 the amount which was actually budgeted on any financial reports which are presented to the
27 Board members in the future. Bickford noted that at first glance the budget does not appear to
28 be balanced, but the additional funding of \$25,000 from the Village has not been included as
29 a revenue in the 2016 budget yet. The proposed budget does include funding for an Assistant
30 Event Coordinator. Bhirdo noted that unless the Village's proposal is accepted she does not see
31 any way that funding can be provided for such a position. The suggestion was made that if
32 funding does become an issue the members of the SBAA should be asked if any of them would
33 be willing to provide some volunteer services at the SBAA office with tasks such as data entry,
34 organization and filing during the off-season. Another option would be to offer a college
35 student an internship.
36

37 *Lengthy discussion took place regarding the proposed budget for 2016, and it was eventually*
38 *the consensus that the amount which has been budgeted for Fall Fest advertising should be*
39 *reduced to \$2,000.00. It was also the consensus that the amount which has been budgeted for*
40 *advertising for the Festival of the Arts should be reduced to \$2,500.00, and that the amount*
41 *which has been budgeted for web site revisions should be reduced to \$2,500.00. Further, the*
42 *wages for an Assistant Event Coordinator will be reduced to \$5,000.00. Funkhouser cautioned*
43 *that next year's festivals and special events should have the feel of a "grand re-opening", and*
44 *that fact will have to be taken into consideration when any advertising is done for those events.*
45

46 Discussion then took place regarding the Village's funding offer. Bittorf noted that if bigger acts
47 are booked it will be necessary to hire a trained sound technician, so that is an additional cost
48 factor which must be taken into consideration.

1 It was eventually the consensus that the Village's funding offer should be accepted, but that a
 2 counter-proposal should be made concerning Movies In The Park, and therefore, money was
 3 budgeted to cover the costs of putting on three larger concerts, the hiring of a sound
 4 technician, and miscellaneous expenses which will be incurred in the course of conducting
 5 special events. The Board members noted that there are some local groups such as the
 6 Peninsula Symphonic Band and the Birch Creek Ambassadors who have expressed interest in
 7 performing in the park for free, and they also could be considered as additional entertainment
 8 sources for smaller concerts. If such acts are booked, the SBAA could pick up their pavilion
 9 use fees as a good-will gesture.

10
 11 *A motion was made by Bhirdo, seconded by Bickford that the SBAA Board of Directors would*
 12 *like to accept the Village's funding offer, but is making a counter-proposal that in addition to*
 13 *continuing the weekly Concerts In The Park series, they will see that a minimum of three large*
 14 *concerts are conducted in the Village in 2016. The extra funds which are provided by the*
 15 *Village in 2016 will be used to cover the costs of booking bigger name bands, the hiring of a*
 16 *sound person and extra employees to work at the concerts, and any other related expenses.*
 17 *Motion carried – All ayes.*

18
 19 Bickford noted that the Village had also asked if the SBAA would be willing to take over
 20 Movies In The Park, and the Board members noted that due to labor and time constraints it
 21 would be difficult for the SBAA to display movies on a regular basis because it is a very labor
 22 intensive task to put up and take down the Village's large portable screen. If a permanent
 23 screen were to be bought and installed in the pavilion that might be another story.

24
 25 *A motion was made by Bhirdo, seconded by Bickford that due to labor and time constraints*
 26 *the SBAA is not willing to accept the Village's proposal about taking over Movies In The Park.*
 27 *However, if Village officials ever decide to purchase and install a permanent movie screen in*
 28 *the Performance Pavilion, the Village's proposal will be reconsidered. Motion carried – All*
 29 *ayes.*

30
 31 *A motion was made by Bhirdo, seconded by Larsen that the 2016 budget for the SBAA is*
 32 *approved as amended at this meeting. Motion carried – All ayes.*

33
 34 **Item No. 3. Discussion regarding Board member participation – festivals, events, committees,**
 35 **etc.:**

36 Funkhouser presented a list of all the events which are sponsored by the SBAA, and the Board
 37 members volunteered to chair/serve on the following committees:

38
 39 PARK ENTERTAINMENT COMMITTEE – St. Henry, Zacek, & Bittorf

40 (Bittorf will be the Chair)

41 MARKETING COMMITTEE – Bhirdo

42 PADDLEFEST/BEACH PARTY COMMITTEE – Crowell, St. Henry & Bhirdo

43 (Crowell will be the Chair)

44 GOAT PARADE COMMITTEE – Larsen

45 EGG HUNT COMMITTEE – Bhirdo

46 FESTIVAL OF THE ARTS COMMITTEE - Kane & Grube

47 (Kane will be the Chair)

48 FALL FEST COMMITTEE – Larsen, Funkhouser & St. Henry

49 (Larsen will be the Chair)

- 1 CAPTURE THE SPIRIT COMMITTEE – Zacek & Grube
2 (Zacek will be the Chair)
3 PERSONNEL COMMITTEE – Bickford, Kane & Gajda
4 (Bickford will be the Chair)
5 FINANCE COMMITTEE – Bickford, Kane, Bittorf & Grube
6 (Bickford will be the Chair)
7

8 Funkhouser noted that Darrell Bittorf has volunteered to serve as a citizen member on the Park
9 Entertainment Committee. She has also talked with Jennie Bexel, Mike Termini and Kit Bootz
10 about the possibility of serving as citizen members on the Marketing Committee.
11

12 It was the consensus that one member of each of the previously mentioned committees shall
13 prepare a written report or minutes after each of their meetings and provide them to the SBAA
14 Coordinator for inclusion in the appropriate SBAA Board of Directors meeting packets.
15

16 **Adjournment:**

17 *A motion was made by Bhirdo, seconded by Zacek to adjourn the meeting of the SBAA Board*
18 *of Directors at 9:33 A.M. Motion carried – All ayes.*
19

20 Respectfully submitted,



21
22 Janal Suppanz, Secretary

1 **SBAA BOARD OF DIRECTORS MEETING MINUTES**
2 **THURSDAY, JANUARY 7, 2016**
3 **SISTER BAY ADVANCEMENT ASSOCIATION COORDINATOR'S OFFICE**
4 **10668 N. BAY SHORE DRIVE**

5
6 *The January 7, 2016 meeting of the Sister Bay Advancement Association Board of Directors*
7 *was called to order by President Drew Bickford at 8:05 A.M.*

8
9 **Present:** Drew Bickford, Ron Kane, Nora Zacek, Larry Gajda, Windy Bittorf, and Denise
10 Bhirdo. Heidi Hitzeman arrived at 8:09 A.M. and Casey St. Henry arrived at 8:10 A.M.

11
12 **Excused:** Nancy Grube and Tanya Crowell

13
14 **Absent:** James Larsen

15
16 **Staff Members:** Paige Funkhouser, SBAA Coordinator, and Janal Suppanz, Secretary.

17
18 **Business Items:**

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

20 *A motion was made by Zacek, seconded by Kane, that the Agenda for the January 7, 2016*
21 *meeting of the SBAA Board of Directors be approved as presented. Motion carried – All*
22 *eyes.*

23
24 **Item No. 2. Approval of minutes:**

25 *A motion was made by Kane, seconded by Zacek, that the Minutes for the December 3,*
26 *2015 meeting of the SBAA Board of Directors be approved as presented. Motion carried*
27 *with Bhirdo abstaining.*

28
29 **Item No. 3. Financial Report:**

30 Financial reports were included in the meeting packets, and the Board members jointly
31 reviewed that documentation.

32
33 *A motion was made by Kane, seconded by Zacek that the financial reports which were*
34 *reviewed at this meeting be approved as presented. Motion carried – All eyes.*

35
36 **Item No. 4. Coordinator's Report:**

37 Funkhouser's Coordinator's Report as well as a Year-In-Review Report were included in
38 the meeting packets, and the Board members jointly reviewed those documents. Several
39 business owners have asked if they could receive new "OPEN" flags, as those which were
40 distributed by the Village a few years ago are becoming quite ragged. Funkhouser did
41 some research and discovered that good quality multi-colored "OPEN" flags will cost
42 approximately \$25.00 each. No funds have been budgeted for such a purchase.

43
44 *It was the consensus that it would be preferable for all the members of the SBAA to display*
45 *the same color and style of "OPEN" flags, and, to that end, Funkhouser will see that proofs*
46 *of "OPEN" flags which contain the colors utilized on the Village's logo are created. Once a*
47 *proof has been approved by the SBAA Board of Directors it will be e-mailed to all the*
48 *SBAA members along with a price sheet, and pre-paid orders will be taken. The new*

1 “OPEN” flags will be distributed ASAP.

2

3 **Item No. 5. Committee Reports:**

4 The Film Fest Committee met in December. The Committee will be meeting again
5 tomorrow at 5:15 P.M.

6

7 **New Business:**

8 **Item No. 6. Stout Career Fair:**

9 *Funkhouser plans on attending the Stout Career Fair. To date three businesses have*
10 *indicated that they would like to participate in that career fair. Fox Valley Tech will also be*
11 *hosting a Culinary/Hospitality Career Fair. It was the consensus that Funkhouser shall plan*
12 *on attending both events on behalf of the SBAA.*

13

14 **Item No. 7. Governor’s Conference on Tourism:**

15 The Governor’s Conference on Tourism will be conducted in Wisconsin Dells from March
16 13th through the 16th. Funkhouser and Bickford will be attending that event on behalf of
17 the SBAA.

18

19 **Item No. 8. Village/SBAA Agreement update:**

20 The Operating Agreement between the Village and the SBAA has expired. Village officials
21 have indicated that they would like to see a draft of a proposed Operating Agreement
22 which includes a section concerning the SBAA Board of Directors’ decision regarding the
23 Village’s new funding offer. Bhirdo volunteered to draft that document. She will see that a
24 draft is provided to Funkhouser by Tuesday, January 12th, and that document will be e-
25 mailed to all the Board members, who will review the agreement and let Funkhouser know
26 whether or not they approve of it by Friday, January 15th.

27

28 **Item No. 9. Discussion regarding Festivals and Events:**

29 **A. Door County Short Film Fest 2016**

30 The Door County Short Film Fest will be conducted on February 12 and 13, 2016
31 and work is ongoing on preparing for that event. Over 200 hours of film
32 submissions have been received and the Film Fest Committee members are
33 reviewing all of them.

34

35 **B. Ice Out**

36 To date the weather has not been cold enough for ice to form on the bay. Because
37 of the weather conditions it may be difficult to conduct the Ice Out Contest. It was
38 the consensus that for now a “wait and see” approach shall be taken with respect
39 to the Ice Out Contest.

40

41 **C. Paddlefest 2016**

42 A Paddlefest Committee Meeting will be conducted at 8:00 A.M. on January 13th.

43

44 **Old Business:**

45 **Item No. 10. Bay Shore Drive Update:**

46 **Item No. 11. Waterfront Park Development Update:**

47 Funkhouser and Bickford indicated that they didn’t have anything further to report on
48 either of these issues.

49

1 *The next meeting of the SBAA Board of Directors will be conducted at 8:00 A.M. on*
2 *Thursday, February 4, 2016.*

3

4 **Adjournment:**

5 *A motion was made by Kane, seconded by Bickford to adjourn the meeting of the SBAA*
6 *Board of Directors at 8:45 A.M. Motion carried – All ayes.*

7

8 Respectfully submitted,

9 

10

Janal Suppanz, Secretary

1 DOOR COUNTY TOURISM ZONE
2 EXECUTIVE COMMITTEE
3 Minutes of November 19th, 2015
4 Village of Egg Harbor, Bertschinger Center, 7860 STH 42
5

6 **ACTION ITEMS:**

7 **Weddig moved and Nelson seconded to approve the agenda.** Motion carried.

8 **Nelson moved and Starr seconded to approve the October 15thth, 2015 Full Commission minutes**
9 **as submitted.** Motion carried

10 **Nelson moved and LeClair seconded to approve Kerber Rose Reports, Payables, and Receipts to**
11 **Date.** Motion carried.

12 **Nelson moved to recommend approval of the budget to the Full Commission and Starr**
13 **seconded.**

14 **Nelson withdrew his original motion to approve the. Starr withdrew is second.** Motion carried.

15 **Starr moved and Van Lieshout seconded to convene into Closed Session pursuant to Wisconsin**
16 **State Statutes, Section 19.85(1)(a)(f) or (g) to confer with legal counsel for the government body**
17 **who is rendering oral or written advice concerning strategy to be adopted by the body with**
18 **respect to litigation in which it is or likely to become involved to wit: enforcement actions**
19 **against lodging providers who have failed to obtain lodging permits and to timely remit**
20 **monthly room tax report and tax payments.** Motion carried.

21 **Starr moved and Weddig seconded to reconvene into Open Session.** Motion carried.

22 **Van Lieshout moved and Weddig seconded that Roberts should proceed with advising Attorney**
23 **Vande Castle to proceed as directed in Closed Session.** Motion carried.

24 **Starr moved and Van Lieshout seconded to adjourn.** Motion carried.

25 **Committee Members Present by Roll Call:** Josh Van Lieshout, Bryan Nelson, Elizabeth LeClair,
26 **Bill Weddig, Dick Skare, Bob Starr and Fred Anderson.**

27 **Also in Attendance:** Kim Roberts/**Administrative Assistant**

28 **Absent:** Dave Holtz.

29 **Call to Order**

30 Skare called the meeting to order at 9:07 a.m.

31 **Approval of the Agenda**

32 **Weddig moved and Nelson seconded to approve the agenda.** Motion carried.

33 **Approval of the Meeting Minutes from October 15th, 2015**

34 **Nelson moved and Starr seconded to approve the October 15thth, 2015 Full Commission minutes**
35 **as submitted.** Motion carried

36 **Report by the Door County Visitor Bureau on Marketing Efforts and Quarterly Report**

37 Money Penny reported that the website looked good on the frontend, but the backend end was
38 hard coded which resulted in a severed relationship with the agency responsible for creating the
39 backend of the website. He went on to say that the new agency is working to make the code
40 dynamic so that changes can be made by the DCVB. Money Penny felt that the new group would
41 have the code corrected by Christmas and there already has been a rebound in the statistics,
42 although sluggish.

43 Money Penny said that the DCVB board approved the 2016 budget and strategic plan; he noted that
44 the plan would be presented at the DCTZC December meeting. He went on to say that the agency
45 folks came up for the DCVB presentation and asked if the DCTZC would like the agency folks to

1 be present as well. The consensus was that the DCVB presentation was enough. He asked Roberts
2 to mail the strategic plan, budget and comparison sheet that explains the new direction for the
3 strategic plan.

4 **Report from the Administrative Assistant on current activities and issues associated with**
5 **permitting new members.**

6 Roberts reported that she sent out fifty (50) no report letter for the month of August and as of
7 November 12th, 2015 two (2) properties remained to report. She went on to say that she had just
8 completed September no reports and had sent out thirty four (34) on November 11, 2015.

9 Roberts said that the total outstanding due as of November 12th, 2015 was two thousand two
10 hundred forty four dollars and seventy two cents (\$2,244.72) from six (6) permit holders. She noted
11 that of the total, only one thousand fifty two dollars and ninety seven cents (\$1,052.97) was late
12 fees, penalties or unpaid tax. The remaining one thousand one hundred ninety one dollars and
13 seventy five cents (\$1,191.75) was legal fees due by a permit holder. She went on to say that as of
14 November 17th, 2015 six hundred fifty two and ninety eight cents (\$652.98) remained to be
15 collected aside from the legal fees.

16 Roberts reported that she had permitted nine (9) properties since October reporting; four (4) of
17 which were permitted through compliance channels.

18 Roberts advised the Committee that the Airbnb letter went to the municipalities on October 19th, 2015.
19 She went on to say that the Town of Forestville had already reported back that the letter was approved
20 by the Town board and would be mailed to Airbnb on December 1st, 2015. Roberts said that she had
21 included information about Airbnb in the packet to keep everyone up to date with the results from the
22 City of San Francisco lawsuit. She added that the result of the lawsuit was a document that Airbnb has
23 posted called the "Community Compact". Roberts noted that there were three (3) commitments made
24 by Airbnb in the "Community Compact" in which the company will be taking with specific actions to
25 help ensure home sharing continues to make communities stronger. They include: Treat every city
26 personally and help ensure our community pays its fair share of hotel and tourist taxes, build an open
27 and transparent community and promote responsible home sharing to make cities stronger.

28 Moneyppenny felt Airbnb is living on borrowed time to do health and safety issues.

29 Roberts agreed and said there was a suit in Texas that involved health requirements and safety; a
30 gentleman died on a tree swing and the property was not insured for rentals.

31 Nelson added that traditional lodging businesses have added rooms to Airbnb simply for the
32 advertising and promotion aspect for their properties. Roberts agreed that she has already seen quite a
33 bit of this to date.

34 Skare noted that he had distributed a Time article that demonstrated that Airbnb is building an army
35 and are likely to continue to be a powerhouse.

36 Roberts went on to report that she had meet with Andropolis and Beller from Tweak and was awaiting
37 a final proposal to be presented at the December meeting for marketing in 2016.

38 Vertex Inc., Roberts said, had contacted local municipalities and the DCTZC office. Roberts said that
39 she was able to take over for the municipalities and provide everything that the company needed for
40 their software. She went on to say that Vertex, Inc. creates tax software solutions for Expedia and
41 Airbnb to name a few. Roberts noted that Expedia was in the process of buying Homeaway which is
42 part of VRBO and felt that the establishment of our ordinance and tax rate information in the Vertex
43 software should aid with compliance.

44 Roberts pointed out that she had included a proposed 2016 meeting schedule. She went on to say that
45 she tried to alternate locations between Northern Door and points south. She added that all that was
46 needed at this point was to decide where to meet for the Executive Committee meetings. All agreed
47 the City of Sturgeon Bay would be an appropriate meeting location. Roberts noted that she was aware

- 1 that it had been some time since a meeting was held on Washington Island. However, attendance is
2 difficult during season when there are enough ferry times to get everyone back and forth without
3 making the meeting a longer ordeal. Van Lieshout asked Roberts to make an effort to spend time on
4 the Island in 2016; to meet with property owners, innkeepers and work on compliance.
- 5 Roberts noted that property tax insert information went out to all the municipalities so that a notice
6 could be included in property tax bills. She went on to discuss the remaining pending items for the
7 2016 budget.
- 8 Roberts went on to report that she had sent on the BLIS contract legal opinion that we had been
9 waiting on from Attorney Vande Castle. The consensus from Vande Castle was that the agreement for
10 the upgrades needed to be tightened up and the percentage of ownership needed to be specified.
- 11 Van Lieshout felt that the contract needed to be more specific.
- 12 Nelson felt that the relationship is there with Swain and all that was need was a discussion with him
13 about making the contract more detailed and what the relationship is with ownership.
- 14 Starr asked how we ownership would work.
- 15 Van Lieshout said we haven't gotten that specific. All agreed it is time to do this.
- 16 Starr felt that the appropriate language could be constructed by Vande Castle. He suggested sitting
17 down with Swain and figuring out ownership and then consulting with Vande Castle to determine
18 some questions if any that he needed answered to construct an agreement for the improvements and
19 ownership so that all would feel protected. Starr felt it needed to be tightened up and made to work
20 for both sides. He stressed that all should be in a position so that there are no conflicts down the road.
- 21 Van Lieshout said that he did not want to bulldoze Swain. He felt that it was a simple conversation.
- 22 Anderson asked if perhaps Swain may have this sort of specific language from other contract work.
- 23 Weddig asked if there were any liabilities to the DCTZC in regards to programming if some sort of
24 issue arose. He also felt that there should be an outline of what happens with the income, should there
25 be any from the sales of the program. He stressed that first the investment should be recouped and
26 long term maintenance had to be factored in.
- 27 Starr stressed that we could negotiate a lower percentage of ownership in order to be held harmless for
28 BLIS assumption of liabilities. He went on to ask if as a governmental non-profit such as the DCTZC
29 make money from the sale of the program. He felt that this was something that Vande Castle should
30 answer for the Commission.
- 31 Van Lieshout felt that it wouldn't be an issue, but that he would check on it.
- 32 Weddig asked how sales would be monitored, if modifications were needed down the road. Who pays
33 for them and what would be the liabilities if the system had issues or was hacked, he asked.
- 34 Nelson felt that a resolution would be made down the road. It would have to be drafted so that once
35 development costs are recouped; income would go to a specific marketing fund. He stressed that
36 would be way down the road. He went on to say that he felt a friendlier approach with Swain would
37 be advisable and that there would be a couple of points to work out with the attorney.
- 38 Weddig stressed that we don't want to dissuade Swain's interest or relationship in hammering out the
39 details.
- 40 Starr commented that the relationship is established and a good one, we just need a contract.
- 41 **Discussion of Current Comparable Occupancy Numbers**
- 42 Van Lieshout reported that Seiler felt the increase was due to Bassmasters.
- 43 Anderson felt that October would be good.

- 1 Starr asked where Sturgeon Bay was at last year in September to compare the impact of
2 Bassmasters.
- 3 Roberts stated that the City of Sturgeon Bay for 2014 was at \$70,287 and for 2015 \$77,545. She went
4 on to say that the City of Sturgeon Bay was up 4.16% for the year.
- 5 Money Penny said the impact was felt up and down the peninsula from Bassmasters, but the
6 weather played a nice roll in the increase.
- 7 Van Lieshout asked if the hotels in Sturgeon Bay were undervalued.
- 8 Money Penny said they aren't undervalued, but in looking at the larger hotels in Sturgeon Bay
9 there is more dealing in room rates due to weddings and conferences. Up north, it is straight room
10 sales.
- 11 Le Clair acknowledged that Airbnb is trying to help hosts set rates.
- 12 Roberts agreed and said this is new on the site.
- 13 Weddig said he was happy to see Washington Island picking up and that it is generally a good
14 sign that visitors are willing to spend the money to get up there.
- 15 **Nelson moved and LeClair seconded to approve Kerber Rose Reports, Payables, and Receipts to**
16 **Date.** Motion carried.
- 17 **Report from Commissioners on Feedback from Local Boards on Recent Issues**
- 18 Skare noted that the Town of Gibraltar had approved the Airbnb letter and he believed that it had
19 been sent out.
- 20 Anderson spoke about the newly regenerated Door County Innkeepers group which held a
21 meeting in mid September and an important message came out of that meeting. He said that
22 lodging businesses are dying for employees. He asked if there was any way to form a group to
23 further explore the housing problem. He stressed that there has to be some way to work together
24 to solve the problem.
- 25 Starr asked if the employee issue was a lack of housing issue.
- 26 Anderson said the easy answer was yes because it gives us a place to start and get a conversation
27 going on the town and city level.
- 28 Starr asked if Economic Development was involved.
- 29 Van Lieshout said that Anderson might be delighted with Economic Development in some of the
30 things are that happening in Egg Harbor and in the City of Sturgeon Bay.
- 31 Skare said the Town of Gibraltar was approached by Economic Development with a group that
32 does these sorts of projects to develop housing, but he felt that this needed to be a county wide
33 approach and you would still have the transportation issue. He felt that an employee campus
34 would not solve the problem.
- 35 Anderson said that this issue would be instrumental in continued growth and development. He
36 went on to say it was not thought about when room tax was implemented. But currently the
37 county does not have enough staff to sustain the success.
- 38 Money Penny said that there were roadblocks that he has encountered in working on this over the
39 last year. He discussed his experience on working on the issue. He said that in working with
40 developers they always want to be able to rent the units out during the winter after the employees
41 have left. Money Penny said that he had strong feelings about that creation of competition for
42 winter income for those who stay open; he felt that it would be unfair. It created a stalemate with
43 developers.

1 A month ago Moneypenny called Secretary of Tourism Klett. He asked her if in her travels she
2 had heard this reoccurring theme throughout the state or if it was just happening in pockets. The
3 discussion resulted in a cabinet meeting in which it revealed that this is a big problem and critical
4 to the state. Georgia Maxwell of the Department of Workforce Development (DWF) called
5 Moneypenny to be sure the DWD had exhausted all of their options.

6 The Governor and Secretary Newsome have formed a statewide committee on employee shortage
7 in the State of Wisconsin. Moneypenny was asked to sit on the committee to represent tourism
8 and how the shortage affects tourism. He added that he would be participating and would report
9 back as things develop.

10 Moneypenny said he had a conversation with Stillman about the Innkeepers meeting. Even those
11 who had places to provide housing couldn't find employees. Moneypenny said they would be
12 working on a program to attend colleges and recruit college students to come to Door County and
13 work for the summer. They will take a list of those who are looking for help that have housing and
14 a list that has those looking for help without housing with the goal of lessening the pressure.

15 Starr said that it sounds like there are two (2) problems: finding people and finding a place to stay.

16 Skare felt that immigration might factor into the issue and that perhaps an increase in the quota for
17 work visas would help.

18 Moneypenny said that there are currently two hundred fifty (250) J1 visas in Door County.

19 Nelson said that there was an advantage to immigrants in that they can stay into fall.

20 Le Clair asked about unemployment and what the rate was in Door County.

21 Starr asked what Le Clair was asking and answered that the unemployment rate depends on the
22 season.

23 Le Clair said that there are people in jail that need employment; but then you get undesirables.

24 Skare said that immigration will be critical because millennials don't want to do the labor.

25 Anderson said that he was glad to hear that the currents are moving and that if there was any way
26 to offer assistance he was glad to do so.

27 Moneypenny said that he hopes that the committee will result in some solutions and hopes to form
28 a local committee to implement some of what might come from the State committee. He added that
29 it is a tough situation.

30 Skare reminded everyone that this is not a new problem. In the past it's been a one prong problem,
31 but now you have a lack of employees and housing.

32 Starr said that it used to be just a housing shortage, but now its housing and a lack of employees.
33 He added that transportation had to be part of the discussion.

34 **WI ACT 55 Education Materials**

35 Roberts said that she is watching for information on how ACT 55 will change the reporting
36 requirements and had included some bulletins. Van Lieshout said he has been asked who will be
37 doing the reporting. Roberts said it is just starting to become clear what will be required.

38 Moneypenny said that The Wisconsin Association of Convention & Visitors Bureaus (**WACVB**)
39 went to the WDOR and sat and talked with them about the filing. There are three hundred fifty
40 five (355) checks that would have to be reported to the Department of Revenue, requiring a report
41 to the WDOR on how the many was spent. A check over a thousand (\$1,000) dollars has to be
42 reported the WDOR.

43 Roberts said that it appears that both the DCTZC and the DCVB would have to report the checks
44 over one thousand (\$1,000) to the WDOR.

1 Money Penny said the reports haven't been created by the WDOR, but knows that 2016 will have to
2 be reported in 2017. All checks will be tracked beginning January 1, 2016.

3 Weddig asked if the combined audits for the DCVB and the DCTZC would be sufficient.

4 Roberts said the WDOR will provide an electronic form.

5 Starr said that they will have their own reports so we will need to sit back and wait for them.

6 Money Penny felt that Pugal had not thought through some of the changes in regards to a
7 destination like ours with nineteen (19) communities in a zone such as ours. There should have
8 been clarifying language for a zone like the DCTZC.

9 **2016 Budget Discussion**

10 Roberts advised that Lensert had updated the budget to 3% as determined at the October meeting.
11 Nelson didn't feel the need to go line item by line item.

12 Nelson moved to approve the budget and Starr seconded to recommend approval of the budget to
13 the Full Commission.

14 Van Lieshout advised the Committee that not all the details have been settled for the Committee to
15 make a recommendation to the Full Commission.

16 Nelson withdrew his original motion. Starr withdrew is second.

17 All agreed to not act, settle the final points of the budget and let the Full Commission vote on the
18 budget in December.

19 Nelson agreed and said that Roberts will go full time but the details need to be nailed down.

20 Weddig asked if the projected net income would cover the expansion of the position.

21 Nelson replied yes. There is the additional assumption that more time for Roberts results in more
22 compliance and revenue.

23 **Starr moved and Van Lieshout seconded to convene into Closed Session pursuant to Wisconsin
24 State Statutes, Section 19.85(1)(a)(f) or (g) to confer with legal counsel for the government body
25 who is rendering oral or written advice concerning strategy to be adopted by the body with
26 respect to litigation in which it is or likely to become involved to wit: enforcement actions
27 against lodging providers who have failed to obtain lodging permits and to timely remit
28 monthly room tax report and tax payments.** Motion passed carried.

29 **Starr moved and Weddig seconded to reconvene into Open Session.** Motion carried.

30 **Van Lieshout moved and Weddig seconded that Roberts should proceed with advising Attorney
31 Vande Castle to proceed as directed in Closed Session.** Motion carried.

32 **Starr moved and Van Lieshout seconded to adjourn.** Motion carried.

33

34 Respectfully submitted,

35

36 Kim Roberts

37 Administrative Assistant

1 DOOR COUNTY TOURISM ZONE
2 COMMISSION and EXECUTIVE COMMITTEE MEETING
3 Minutes of December 17th, 2015 9:06 a.m.
4 Town of Jacksonport, 3365 CTH V

5 **ACTION ITEMS:**

6 Tice moved and Zacek seconded to approve the agenda. Motion carried.

7 Starr moved and LeClair seconded to approve the minutes of November 19th, 2015 as amended. Motion
8 carried.

9 Dannhausen moved and Larson seconded to approve reports and payables plus receipts. Motion carried.

10 Starr moved and Nelson seconded to approve the 2016 budget. Motion carried.

11 Nelson moved and Weddig seconded to approve the Kerber Rose Engagement letter. Motion carried.

12 Consider motion to convene into Closed Session pursuant to Wisconsin State Statutes, Section 19.85(1)(a)(f)
13 or (g) to confer with legal counsel for the governmental body who is rendering oral or written advice
14 concerning strategy to be adopted by the body with respect to litigation in which it is or likely to become
15 involved; to wit: enforcement actions against lodging providers who have failed to obtain lodging permits and
16 to timely remit monthly room tax report and tax payments. Anderson moved to convene into Closed Session
17 as per statutes named; Ward seconded. Motion carried.

18 Larson moved to reconvene into Open Session; Ward seconded. Motion carried.

19 Weddig moved and Le Clair seconded that Roberts take action and proceed as directed regarding delinquent
20 properties and pursue action as advised. Motion carried.

21 Tice moved to adjourn; Dannhausen seconded. Motion carried.

22 **Committee Members Present by Roll Call:** Mary Boston, Dave Holtz, Bryan Nelson, Fred Anderson, Josh Van
23 Lieshout, Jeff Larson, Myles Dannhausen, Bill Weddig, Dick Skare, Elizabeth Le Clair, Cathy Ward, Chuck Tice, Nora
24 Zacek, Bob Starr, Pam Seiler and Linda Elmore.

25 **Excused:** Nancy Robillard

26 **Absent:** Mike Johnson, Keith Krist, Tom Olsen, Zeke Jackson and Deb Jeanquart.

27 **Also in Attendance:** Michelle Rasmussen/DCVB, Jon Jarosh/DCVB, Jack Money Penny/DCVB, Kim
28 Roberts/Administrative Assistant DCTZC, and Dianne Lensert/Kerber Rose.

29 **Call to Order**

30 Chair Van Lieshout called the meeting to order at 9:06 AM.

31 **Approval of the Agenda**

32 Tice moved and Zacek seconded to approve the agenda. Motion carried.

33 **Approval of the Minutes of November 19th, 2015**

34 Starr moved and LeClair seconded to approve the Minutes of November 19th, 2015 as amended. Motion
35 carried.

36 **Door County Visitor Bureau presentation of 2016 Strategic Plan**

37 Money Penny began the presentation with a review of the 2015 highlights: The brand promise “water centric”, replacement
38 of the ad agency, executed a researched based strategic plan, the tag line “see yourself in our light”, e-newsletter opt-in
39 highest to date and a new online experience.

40 Money Penny moved on to the goals for 2016: Increase room tax collections by three percent (3%), increase traveler
41 decisions, continue to educate and provide tools for a positive customer experience and to continue to strengthen their
42 partnership with the DCTZC.

43 Economic impact of tourism, according to Money Penny, had an \$18.5 billion impact on the state’s economy in 2014, up
44 \$1 billion or 5.5% from \$17.5 billion in 2013. He added that there was 1.4 billion in state and local revenue and \$1 billion
45 in federal taxes generated by the tourism economy in Wisconsin. Direct visitor spending in Door County totaled \$313.4
46 million in 2014, an increase of \$14.6 million (4.89%) from the \$298.8 million visitors spent in 2013. Tourism had a \$401
47 million impact on Door County’s economy in 2014, up \$19.3 million (5.06%) from \$381.7 million in 2013. This total

1 included both direct and indirect tourism spending. The tourism industry supported a total of three thousand twenty nine
2 (3,029) jobs in Door County last year and increase over 1.44% over 2013. Tourism in Door County generated \$34
3 million in state and local taxes in 2014, which an increase of \$1.5 million (4.65%) over 2013. Door County ranked eighth
4 (8th) out of seventy two (72) counties in 2014, generating 2.74% of all visitor spending in Wisconsin. Money Penny shared
5 that Door County was up 21.9% in direct spending since 2009. He explained that 2009 is used as a benchmark year.

6 Money Penny moved on to explain the consumer journey: Awareness, consideration, choice, experience and loyalty. He
7 explained that the consumer decision journey must be appreciated to understand the different levels of consumer
8 engagement. He added that the information that was provided to consumers helped them make informed decisions. The
9 primary target demographic was described as women aged 35-54 that have a household income of seventy thousand
10 dollars (\$70,000) or more, look to travel for two (2) to five (5) days and live within a two (2) to five (5) hour driving
11 distance. This demographic is looking for a unique experience and price was not a top consideration. The secondary
12 target demographic, Money Penny said, was the 18-34 age group: younger families or groups, a household income of sixty
13 thousand dollars (\$60,000) or more, live within a five hour drive, are looking for a unique experience, price does influence
14 decisions, look to travel for one (1) to three (3) days and travel within six (6) weeks of making plans. Money Penny
15 addressed other subsets such as LGBT, Silent Sports/Active, and Foodies.

16 Skare asked if there were statistics on how many of the travelers are part of each subset.

17 Money Penny said no but that they know that these are separate groups that need additional information beyond the larger
18 market.

19 Skare asked if the state tourism department kept track of the subset.

20 Money Penny said no, he didn't think so; it comes from what is clicked on and talked about on social media.

21 Money Penny said on page 13 it addressed the change in vernacular regarding foodies. He went on to say that when the
22 boomlets are the next generation of travelers; they will be the first generation that will not have lived without a tablet,
23 iPhone, etc. He said when they start traveling they will have to think differently about how to position Door County.

24 Dannhausen asked why heritage tourism wasn't mentioned as a subset.

25 Rasmussen said it was a direction that was highlighted, but what has been outlined in the plan were the most searched
26 items on the website.

27 Rasmussen said we don't have a hard product to sell, but each year they have to work harder at branding. She went on to
28 say that they attend a BL workshop to clarify and solidify that the voice supports the brand. It looks at the brand from the
29 inside out by creating a personality or person for the brand. So for Door County, they created Julia, and her voice
30 supports the brand of Door County. They drilled it down to everything that she would like to do so they knew how to
31 target their demographic. Relaxation and rejuvenation were among the top messages in the creation for Julia, the persona
32 of Door County. Rasmussen said that they also created the voices for other competing markets.

33 Rasmussen moved on to reviewing the Door County brand promise which has been used for three (3) years: Those who
34 visit Door County will find a breathtakingly scenic, water-centric landscape that is perfectly conducive to their pursuit of
35 relaxation and rejuvenation. She added that the tagline was defined by a level of relaxation that is more than just restful
36 with a component of leisure that is best described as confidence. The tagline has been defined for the campaign as: Live
37 life well.

38 Rasmussen discussed the 2016 media plan in that it focuses on delivering awareness, traffic and ultimately overnight
39 stays. The strategy involved tools such as the zip code program that was created by BLIS.

40 Money Penny discussed the partnership with BLIS, BLIS customers and the DCVB to create a program that looks at zip
41 codes. Then it went deeper when the reservation was made and actualized. Which gave them travel patterns and the
42 ability to feed the information into a mapping program. The ad agency is thrilled to have this level of general information.
43 The prime thought is that they won't know specifics but generalities. Fifty percent (50%) of the reservations were made
44 within three (3) months of travel.

45 Dannhausen asked if the information was public.

46 Money Penny said if the info could be put in the newsletter via a hotlink.

47 Rasmussen said New York, Kansas City, Minnesota and Florida popped up on the heat map.

48 Rasmussen continued with the media plan and time spent on devices. This is the first year that tablet and mobile use has
49 surpassed television. She went on to say that people are doing multiple things at once and by doing so can be in more

1 locations at once. Additionally, Rasmussen said, the plan included branching into video online streaming services such as
2 YouTube and Amazon with digital media. Digital media will include a multilayered online campaign to reach each target
3 audience during different phases of travel planning. Key elements include: Mobile and desktop, banners, video and social
4 ads. Rasmussen added that the media tactics would also include video, digital outdoor and print. She noted that print is
5 down due to the amount people do online, but that the insert in Midwest Living continues to be a part of the plan in 2016.

6 Jarosh began to speak about public relations. He noted that since the national media marketing program began, earned
7 media coverage has brought over one thousand five hundred (1,500) travel articles about Door County, 1.2 billion
8 impressions and \$14.3 million in ad value (ROI of \$9 for every \$1 spent).

9 For 2016 Jarosh said that there were seven (7) press trips scheduled. The DCVB will conduct season specific PR
10 campaigns to reach short lead media in the Midwest and particularly within a (5) five hour drive of Door County. These
11 campaigns will highlight the spring, fall and summer seasons, with an emphasis on the cherry industry, fall harvest
12 festivals and fall color. The tactics used in the efforts may include fact sheets highlighting different attractions during
13 winter, spring, summer and fall. Digital media releases will be distributed via email and wire distribution services to
14 regional and national print, and broadcast TV and radio and electronic online media outlets. Digital and printed press kits
15 are to include: B-roll, high resolution photography, fact sheets, press releases, and food samples (for specific target
16 journalists). Jarosh went on to talk about additional media outreach tools such as one-on-one meetings with journalists in
17 core target markets and individual press trip solicitation with key national and regional media and coordination of those
18 trips. Jarosh talked specifically about the success of public relations in 2015: twenty nine (29) newspaper articles, 3.8
19 million people reached and three hundred twenty six thousand dollars (\$326,000) in ad value.

20 2016 initiatives, Jarosh said, include additional media outreach to build brand awareness with travel writers with Midwest
21 Travel Association (MTWA) and the Society of American Travel Writers (SATW) by participating in meetings and
22 conventions and through other available outreach opportunities. He added that he would be working with marketing on a
23 new “live” video initiative and provides support/assistance to market with other new video initiatives. He foresaw the live
24 video being used via Periscope and Twitter. He also spoke about the image/ video library; the DCVB will manage and
25 continue to add to the DCVB’s digital asset management system. They will also provide access to travel journalists,
26 photo editors and online media outlets working on Door County articles/stories along with b-roll/video for reporters and
27 producers working on Door County – based episodes, TV news stories, movies, video episodes or online video projects.
28 For 2016, Capture Door County will continue to be managed by the DCVB with continued integration opportunities
29 within DoorCounty.com and other DCVB social media outlets. To date, there have been over twenty three thousand
30 (23,000) photos uploaded since the program commenced in 2013. Locally, Jarosh added, the DCVB will continue to
31 create and distribute bureau related news to local and regional print, broadcast and electronic media outlets that serve
32 Door County. Highlights for 2016 include: The organization will celebrate one hundred twenty five (125) years which
33 will be publicized in conjunction with National Tourism Week in May. He stressed that the DCVB is one of the oldest
34 Destination Marketing Organizations in the country. He ended with going over the 2016 goals for the public relations
35 department: Increase media marketing program impressions by five percent (5%) over the previous five year average,
36 host a minimum of seventy (70) travel journalists on a combination of group and individual press tours of Door County as
37 part of our media marketing program, report media market program ad value equivalency (AVE), report results of
38 regional media relations campaigns, send out a minimum of three themed media releases through PR web highlighting
39 2016 seasonal promotions, report number of photos uploaded and total votes cast through the “Capture Door County”
40 program and send out a minimum of twelve (12) press releases to local media outlets.

41 Rasmussen reviewed the 2016 social media objectives: Raise awareness of destination among key target segments,
42 stimulate growth of social communities on each platform, increase engagement across all social platforms, reinforce the
43 DCVB brand and Door County as a destination, and drive traffic to the DCVB website. She went on to discuss the tactics
44 that would be used to obtain the objectives: Community management, content development, monitoring, tracking and
45 reporting, and custom social contest: social app development.

46 Rasmussen went on to speak about DoorCounty.com; now that the site has been launched the 2016 goal is to assure that it
47 is performing at the best level possible. 2016 will bring about incremental improvements in coding and optimizations to
48 both the external users experience and internal management efficiencies. As the mobile and tablet traffic to
49 DoorCounty.com increase year over year, the importance of providing users with a fast loading and clearly navigable
50 experience is a top priority. 2016 goals include dynamically prioritized mobile content served to users that are on-
51 location; it is important that the information that users want most is an area that is the most easily accessible. The
52 “business finders”, “itinerary”, “favorite”, and “near me” are features of the on-location services.

53 Content curation, Rasmussen said, brings local voices, trusted sources and engaging experiences to the DoorCounty.com
54 site. Trail Genius mapping system provides a completely interactive virtual experience for users. Embedding these

1 immersive maps will provide an invaluable trail experience while keeping the user on DoorCounty.com. 2016 will bring
2 the exploration of a template that communities could use to build their own sites under Door County.com. Bloggers will
3 continue to bring their persona-based knowledge to Door County insiders who will continue to create compelling content
4 the increases the authenticity of social, e-newsletter and SEO strategies. E-newsletters will have a fresh template in 2016
5 and will feature videos, recipes, activities and seasonal events. Search engine marketing driving both organic and paid
6 traffic will continue to be a priority in 2016 with the following initiatives initial tactics, ongoing tactics and paid search.

7 Rasmussen moved on to group sales and marketing. She reviewed the tactics and goals for 2016 which included an
8 updated online presence through the group micro site, expanding industry relations by attending trade shows and being an
9 active member in key group travel organizations.

10 Money Penny began to speak about the 2016 Administrative plan which included plans for customer service, the Welcome
11 Center, and the CTA program and co-op opportunities for the lobby. Money Penny detailed goals for the administrative
12 side which are: Unification (keep county unified), financial (clean audit), leadership role (be at the table in the
13 development of county and state resources that will benefit tourism), crisis plan (keep the plan current and ensure there
14 are funds in the event of a crisis for marketing assistance), technology (best tools for best results), and professional
15 development (staying informed and engaged in the industry to carry out the DCVB mission).

16 Money Penny asked if there were any questions about the plan or the budget.

17 Weddig asked if there was a crisis plan in place for the construction of the roundabouts and the closure of the bridge and if
18 the plan included the printing of maps.

19 Money Penny said that they would look at the numbers of the last detour map for printing purposes, but that the
20 construction was not a crisis plan item.

21 Weddig asked if Google maps would update with the detour.

22 Money Penny felt that if you take a different way it would recalibrate the route.

23 Van Lieshout asked about the print buys and if there would be enough shelf life for the marketing. Would there be
24 enough residual benefit, he said.

25 Jarosh addressed Van Lieshout by answering that editorial has more shelf life than a print ad; people hold onto articles
26 about a place of interest as opposed to an ad.

27 Van Lieshout thanked the DCVB for setting a tourism crisis plan for the county.

28 Dannhausen asked if a power outage was dealt with in the crisis plan.

29 Rasmussen said that it is all dealt with in the plan; it should be up online or can be requested. She noted that the county
30 had it as well.

31 Money Penny said that he was proud of the work in 2015 and even through the rockiness of the website; people are still
32 finding us and spending money here. He thanked the group for doing their part in taking care of customers.

33 Anderson thanked the DCVB and noted that we have come a long way.

34 Seiler thanked the DCVB on behalf of the smaller local visitor centers and community visitor centers.

35 Money Penny agreed and reminded the group that eleven percent (11%) of what comes to the DCVB from room tax goes
36 to the SCEP fund.

37 **Report by the Door County Visitor Bureau on Marketing Efforts**

38 Rasmussen noted that the new year launches in a week and as we go forward the numbers are starting to rebound on the
39 website.

40 Jarosh shared that there was a nice article in the Chicago Tribune featuring "Wintering in Wisconsin". He added that the
41 November/December issue of AAA featured an article on the Jacksonport Polar Bear Swim which will be celebrating its
42 30th anniversary.

43 Nelson asked if there was any news from the Committee on workforce shortage

44 Money Penny said that there were concerns statewide over the lack of help. He went on to say that he will be representing
45 tourism on the statewide committee. The DCVB will be taking field trips to college job fairs in effort to recruit and
46 promote Door County as a great place to spend the summer working. He felt the issue could be a crisis within five (5)
47 years and felt that a local committee should be formed to continue to look at the issue. Money Penny also said that the
48 DCEC was looking for a developer for the creation of employee housing.

1 Ward replied that the money spent to get visitors here and to not have enough staff to take care of visitors is an issue. She
2 went on to say that workers are looking for year round employment for stability which impacts Door County with the
3 seasonal offering of employment.

4 Money Penny said there are jobs to hold people over through May such as Bayship.

5 Van Lieshout agreed and said there are manufacturing jobs as well.

6 Dannhausen said the issue is partly due to unemployment. He went on to say with the requirement to contact four (4)
7 employers per week, if you get employed you don't return to a seasonal job. We need to look at the structure of our
8 economy to allow people to work through winter; the free ride is gone.

9 Starr said historically the shortage of workers was due to a lack of housing, now it's both or just a lack of workers.

10 LeClair added that there are no kids needing to work.

11 Starr said if that is true, it's a bigger problem than housing. He added that he hoped LeClair was wrong.

12 Money Penny said as boomers retire there are more jobs to choose from and workers are not choosing service industry.

13 Larson said that there are less local kids working; he has a dorm for forty (40) and about seventeen (17) are international
14 students, six (6) are interns and only ten (10) are local employees.

15 Van Lieshout asked if we need to look at wages; the hourly rate of pay is a factor with college education comes more
16 experience.

17 Larson agreed but said that he also works on employee satisfaction strategies.

18 Skare recalled the days where there would be a large stack of applicants and it doesn't happen anymore, he said. There is
19 a lack of available help. Local kids want to work at the beach or the dock. Housing is essential as well, he said.

20 Dannhausen said that there are resources at hand to improve the quality of employees such as the CTA program so that
21 people want to come here.

22 Starr added that Larson is doing that to better work experience for employees.

23 Larson said that he is doing things he hasn't done previously to retain employees.

24 Dannhausen felt there has to be a strategy to improve employee experience.

25 **Report from Administrative Assistant on current activities, projects and issues associated with permitting**
26 **new members.**

27 Roberts reported that she sent out thirty four (34) no report letters for the report month of September on November 11th,
28 2015. She added that as of December 10th, 2015, fourteen (14) properties remain to report for September 2015. Roberts
29 went on to say that because the December meeting fell a bit later in month she was able to report on October. She said
30 that she sent out fifty (50) no report letters for the report month of October on December 16th, 2015.

31 The total outstanding due in unpaid taxes, fees and penalties is seven hundred sixty eight dollars and ninety three cents
32 (768.93) from eight (8) permit holders. Roberts added that as of December 16th, 2015 the updated due in late fees,
33 interest and penalties were six hundred fifty three dollars and forty six cents (\$653.46).

34 Roberts said that she had permitted four (4) new properties since the meeting in November. She added that she was
35 working on fourteen (14) unpermitted properties that are advertising online.

36 Roberts went on to say that all but five (5) municipalities have reported back that the Airbnb letter was mailed. She noted
37 that Village of Forestville, Town of Clay Banks, Village of Ephraim, Town of Nasewaupée and the City of Sturgeon Bay
38 had not yet confirmed participation in the effort to request that Airbnb list Door County among the areas where room tax
39 collection is required.

40 Roberts added that she had completed the 2016 schedule and had confirmations from each of the municipalities where the
41 meetings were to be held. She went on to say that she had completed the entry of the DCVB membership information into
42 the DCTZC Access database. Roberts also updated the Commission with the news that the Northhaven board in the Town
43 of Gibraltar had voted to limit transient rentals.

44 Skare said he had looked into the Northhaven board's decision and said it was mainly due to the environment the amount
45 of rentals had created.

46 Weddig asked about the residential dwelling issue that is being discussed at the state level.

1 Starr replied that the decisions should be made at the local level and felt that short term rentals allow people the flexibility
2 to pay their mortgage and stay in their home.

3 Money Penny stressed that it wouldn't take away the local authority to tax; he had it looked at.

4 **Discussion on Current Comparable Occupancy numbers**

5 Lensert noted that October was up 4.9% with fifty (50) still to report. Year to date, she said, is up 7.6%.

6 Money Penny noted that was a 33% increase over six (6) years.

7 Nelson added that more communities were closing in on the three hundred thousand (\$300,000) threshold.

8 **Consideration of approving reports and payables plus receipts**

9 **Dannhausen moved and Larson seconded to approve reports and payables plus receipts. Motion carried.**

10 **Report from Commissioners on feedback from local boards on recent issues.**

11 Zacek said that everyone was pleased the roads were open in the Village of Sister Bay.

12 **Approval of the 2016 Budget**

13 **Starr moved and Nelson seconded to approve the 2016 budget. Motion carried.**

14 Nelson noted that the budget shows growth and expands the role of Roberts to full time. Roberts's position has been re-
15 titled to Administrator which is a response to the demand that meets the needs of the Commission.

16 **Approval of Kerber Rose Engagement Letter**

17 **Nelson moved and Weddig seconded to approve the Kerber Rose Engagement letter. Motion carried.**

18 **Lensert noted that the financial statement report will look different going forward as the standards for which
19 it is compiled have changed. The prepared form will be simplified and the end result will be there won't be a
20 cover page on the report.**

21 **Consider motion to convene into Closed Session pursuant to Wisconsin State Statutes, Section 19.85(1)(a)(f)
22 or (g) to confer with legal counsel for the governmental body who is rendering oral or written advice
23 concerning strategy to be adopted by the body with respect to litigation in which it is or likely to become
24 involved; to wit: enforcement actions against lodging providers who have failed to obtain lodging permits and
25 to timely remit monthly room tax report and tax payments. Anderson moved to convene into Closed Session
26 as per statutes named; Ward seconded. Motion carried.**

27 **CLOSED SESSION**

28 **Consider a Motion to Reconvene into Open Session**

29 **Larson moved to reconvene into Open Session; Ward seconded. Motion carried.**

30 **Consider a motion to take action, if required.**

31 **Weddig moved and Le Clair seconded that Roberts take action and proceed with consulting Attorney Vande
32 Castle regarding delinquent properties and pursue action as advised. Motion carried.**

33 **Adjournment**

34 **Tice moved to adjourn; Dannhausen seconded. Motion carried.**

35
36 Respectfully submitted,
37

38
39 
40 Kim Roberts
Administrator