WATERFRONT OVERSIGHT COMMITTEE MEETING AGENDA

Wednesday, June 11, 2014 at 3:30 PM

Village Hall, Upper Floor

10693 N. Bay Shore Dr.

For additional information check: www.sisterbaywi.gov

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

Call Meeting to Order
Roll Call

1	Dave Lienau		4	John Clove	
2	Donna Scattergood			SBAA Representative(Vacant)	
3	Shane Solomon			*Finance Director – Juliana Neuman*	
	Citizen Member (Vacant)			*Administrator – Zeke Jackson*	

Approval of the Agenda
Approval of minutes as attached
Comments and Correspondence
Discussion Items

1. Review of Waterfront/Parks Master Plan; Discussion on update.
2. A. Consider a motion to discuss moving the Visitor's Center; future of the Post Office Building or other structures.
   B. Consider a motion to discuss Bathroom and Shower facilities in Waterfront Park.
3. Consider a motion to hear and discuss a presentation from Dimension IV on renovations to the Village Hall, act if necessary.
4. Matters to be place on a future agenda or referred to a Committee, Official or Employee

Adjournment

Public Notice

Questions regarding the nature of the agenda items or more detail on the agenda items listed above scheduled to be considered by the governmental body listed above can be directed to Village Administrator Zeke Jackson, 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, P.O.B. 769, Sister Bay, WI 54234. Copies of reports and other supporting documentation are available for review at the Village Administration Building during operating hours. (8 a.m. – 4 p.m. weekdays).

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

□ Administration Building □ Library □ Post Office

_____ / _____
Name Date

WATERFRONT OVERSIGHT COMMITTEE MEETING MINUTES
TUESDAY, FEBRUARY 11, 2014
SISTER BAY VILLAGE HALL – 10693 N. BAY SHORE DRIVE
(APPROVAL PENDING)

The February 11, 2014 meeting of the Waterfront Oversight Committee was called to order by Committee Chair Dave Lienau at 5:10 P.M.

Present: Committee Chair Dave Lienau and members John Clove, Donna Scattergood and Shane Solomon.

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

Others: Laddie Chapman

Approval of the agenda:
A motion was made by Scattergood, seconded by Solomon that the agenda for the February 11, 2014 meeting of the Waterfront Oversight Committee be approved as presented. Motion carried – All ayes.

Comments, correspondence and concerns from the public:
Lienau noted that no one was in the audience.

Business Items:
Item No. 1. Review of the Waterfront/Parks Master Plan and discussion on an update:
Lienau stated that the Waterfront Oversight Committee has been charged with creating a one to five year plan for improvements to be made in the Village. (Work will be done on the Beach Project, the Pavilion Project, the Utilities Reconstruction Project, moving of the Visitor Center, and upgrades to the restrooms and bathroom facilities.) A copy of the Waterfront Master Plan for the Village of Sister Bay was included in the meeting packets and the Committee members jointly reviewed that document. Jackson noted that he and Bob Kufrin participated in a conference call with representatives of JJR this morning and it appears that the Beach Project will cost more than had originally been anticipated as some issues have arisen with removal of a pier. If the project is re-bid it would cost approximately $1,500,000. Discussion took place regarding this issue and the Committee members indicated that they believe alternate measures could be taken.

At 5:31 P.M. a brief recess was taken and the Committee reconvened at 5:42 P.M.

Item No. 2. Discussion regarding future parking:
As the beach project is implemented parking issues will arise. It was the consensus that as it becomes necessary additional parking spaces shall be created as close to the downtown and waterfront areas as possible.

Item No. 3. Discussion regarding relocation of the Visitor Center:
Item No. 4. Discussion regarding bathroom and shower facilities in Waterfront Park:
The suggestion was made that the new Visitor Center be constructed somewhere near the

existing Waterfront Park restrooms as significant cost savings could be realized, and it was the consensus that this is good idea.

Item No. 5. Discussion regarding renovations to the Village Hall:
Jackson noted that $44,000 has been appropriated for installation of a new HVAC system at the Village Hall and asked how Village officials would like him to proceed. It was the consensus that no action should be taken on the HVAC project until such time as a final decision has been made regarding the future of the Village Hall. It is possible that RBF grant funding could be pursued.

Item No. 6. Discussion regarding matters to be placed on a future agenda or referred to a committee, official or employee:
No suggestions were made for items to be placed on a future agenda or referred to a committee, official or employee.

Adjournment:
At 5:59 P.M. a motion was made by Solomon, seconded by Clove to adjourn the meeting of the Waterfront Oversight Committee. Motion carried – All ayes.

Respectfully submitted,

Janal Suppanz,
Administrative Assistant

4

APRIL 2014

VILLAGE OF SISTER BAY

COMPREHENSIVE OUTDOOR RECREATION PLAN 2014 - 2018

PREPARED BY:

SMITHGROUP JJR

MADISON, WI

ORDINANCE 227-042514

AN ORDINANCE TO ADOPT A COMPREHENSIVE OUTDOOR RECREATION PLAN PURSUANT TO CHAPTER NR50, WISCONSIN ADMINISTRATIVE CODE, 5 YEAR PLAN FROM 2014

WHEREAS, the Wisconsin Administrative Code Chapter NR 50 requires the Village to adopt a Comprehensive Outdoor Recreation Plan (CORP) approved by the Wisconsin Department of Natural Resources in order to participate in outdoor recreation grant programs; and,

WHEREAS, On March 11, 2014 the Village Board of the Village of Sister Bay approved a contract with JJR, LLC of Madison Wisconsin to prepare a Comprehensive Outdoor Recreation Plan for the Village of Sister Bay under the guidelines for the Development of Local Comprehensive Outdoor Recreation Plans published by the Wisconsin Department of Natural Resources; and,

WHEREAS, on April 25, 2014 The Village of Sister Bay Parks, Properties, and Streets Committee recommended to the Village Board in a joint public meeting that the Board adopt the Comprehensive Outdoor Recreation Plan by motion which passed by a majority vote of the entire membership of the Committee, which vote is recorded in the official minutes; and,

WHEREAS, the Village Board of the Village of Sister Bay, has carefully reviewed the recommendation of the Village Parks, Properties and Streets Committee, has given the matter due consideration, including Plan components relating to existing park and recreation facilities, outdoor recreation facility needs assessment, and recommended facilities improvements, and has determined that the Comprehensive Outdoor Recreation Plan will serve the general purposes of guiding acquisition and development of public outdoor park and recreation facilities within the Village of Sister Bay for a period of 5 years beginning in 2014.

NOW, THEREFORE, the Village Board of Trustees of the Village of Sister Bay, Door County, Wisconsin, does hereby ordain as follows:

Section 1. The Comprehensive Outdoor Recreation Plan recommended by the Village of Sister Bay Parks, Properties and Streets Committee to the Village of Sister Bay Village Board, attached hereto as Exhibit A, is hereby adopted.

Section 2. The Village Clerk is directed to file a copy of the attached Comprehensive Outdoor Recreation Plan for the Village of Sister Bay with the following entities:

a. Wisconsin Department of Natural Resources
b. Bay Lake Regional Plan Commission
c. Door County Planning Department
d. Town of Liberty Grove

Section 3. Ordinances in Conflict

All other ordinances in conflict herewith are hereby repealed.

Section 4-Effective Date

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

Section 5-Severability

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

Adopted this 25· day of April, 2014

I hereby certify that the foregoing resolution was duly adopted by the Village of Sister Bay at a legal meeting on the 25· day of April, 2014.

Dated this 25th day of April, 2014

Village of Sister Bay

By: _____
Village President

Attest: _____
Village Clerk

Entrance signage directs visitors to Waterfront Park

The public is welcome at the Sister Bay Marina

Swimmers relax on a hot summer day

VILLAGE BOARD

Dave Lienau, President
Pam Abshire
Scott Baker
John Clove
Pat Duffy
Donna Scattergood
Nora Zacek

PARKS, PROPERTIES, AND STREETS COMMITTEE

Dave Lienau, Chairperson
Scott Baker
John Clove
Sharon Doersching

VILLAGE STAFF

Zeke Jackson, Village Administrator
Steve Mann, Parks, Properties, and Streets Director
Steve Jacobson, Utility Manager
Janal Suppanz, Administrative Assistant
Juliana Neuman, Finance Director
Christy Sully, Clerk/Treasurer
Wendy Tatzel, Marina Manager

Where terms referred to in this plan are not defined, the Village adopts the terms, definitions, and standards that appear in the "Recreation, Park and Open Space Standards and Guidelines" published by the National Recreation and Park Association.

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Sister Bay is located on the western side of the Door County peninsula, on Green Bay of Lake Michigan

1.0 INTRODUCTION

The Village of Sister Bay completed a Comprehensive Outdoor Recreation Plan in 2008 to serve as a guide for planning the acquisition and improvement of park, open space, and outdoor recreation facilities. This document represents an update of the original document to plan for the five-year period of 2014 through 2018. Periodic master planning of the park system enables the Village to respond to the changing recreational needs of citizens and to opportunities that arise for park expansion or development.

This plan provides guidance for the maintenance and development of Sister Bay parks by:

- Inventorying current facilities,
- Summarizing previous park master planning efforts and community input,
- Offering recommendations for facility and programming improvements, and
- Exploring funding options to achieve these recommendations.

The State of Wisconsin requires communities to prepare and adopt a five-year park and outdoor recreation plan in order to maintain eligibility for State and Federal grants and loans. This plan follows the "Guidelines for the Development of Local Comprehensive Outdoor Recreation Plans" published by the Wisconsin Department of Natural Resources and is intended to meet WDNR criteria for a local park and outdoor recreation plan.

2.0 PARK AND OUTDOOR RECREATION PLANNING GOALS

Park and recreation facilities and programs are often some of the most visible of community services. They can be an indicator to residents and visitors alike of the overall quality of life within the community.

A cohesive, visible, and high-quality parks system offers opportunities for activities that bring neighbors together and form strong community pride. Parks encourage residents to lead a healthy lifestyle by providing places to bike, walk, run, swim, and play. Economic benefits can also be realized as parks and recreation facilities are often used for festivals, gatherings, and other events that bring tourists to shops, restaurants, and hotels.

Recognizing these important community services provided by the parks system, this Comprehensive Outdoor Recreation Plan establishes the following goals:

- To provide permanent open space throughout the Village for outdoor recreation and environmental protection.
- To provide sufficient, well-maintained park facilities for active and passive recreational use, serving all ages and interest groups.
- To serve residents of all abilities by encouraging the design of park facilities whenever practical to meet the requirements of the Americans with Disabilities Act (ADA).
- To provide safe and efficient pedestrian and bicycle access between residential neighborhoods, shops, parks, recreational sites, and other adjoining communities.
- To preserve the small-town character of the Village and encourage tourism in the community.

3.0 THE PLANNING PROCESS AND PAST PLANNING EFFORTS

This plan represents the first update to the Comprehensive Outdoor Recreation Plan completed in 2008. It is based on ongoing efforts dating back to 2001 establishing a vision and soliciting public input for planning the community's parks.

3.1 CORP PLANNING AND AMENDMENT PROCESS

Since the approval of the original CORP in spring 2008, there has been a series of discussions at Parks Committee and Village Board meetings regarding the acquisition and development of Waterfront Park, the sale of surplus park land, as well as other park matters. All meetings were posted and open to the public. This document represents a summary of projects since the CORP was initially completed, and future plans for the next five year planning period. This revision of the CORP will be approved by the Parks Committee and Village Board in an open meeting in April 2014.

3.2 SISTER BAY COMPREHENSIVE PLAN

Village residents and leaders participated in extensive master planning efforts with multiple public meetings and comment periods in 2001-2003 for the community's Comprehensive Plan. The following excerpt from the Comprehensive Plan describes policy recommendations for the Village's parks and recreational lands and recreational facilities, which are still valid.

Parks and Recreational Lands

Goal:

To ensure residents have safe recreational sites within the Village that provide a variety of activities to serve various age and interest groups in the community.

Objectives:

- Increase the number of good, well maintained recreational sites and trails within the Village, to include access to the waters of Green Bay.
- Acquire, develop and maintain future Village recreational sites to include a sports complex.
- Utilize identified environmental corridors for public parks and recreational use.

Policies:

- The Village should actively pursue the development of future recreational lands within the Village.
- Connect recreational areas with a trail system wherever possible.
- Use the Village's official mapping powers to preserve areas designated for future park and recreational uses.
- Consider access for the disabled, elderly, and very young when planning, designing, and constructing all new projects, including parking, trails, etc.
- Expand and enhance the public waterfront from Mill Road to the marina.

Suggested Programs:

- Establish a sub-committee to identify future recreational areas.
- Work with adjoining communities to design interconnecting trailways.
- Explore available resources to further enhance the quality of the Village's recreational systems.
- Recognize the potential of public and private donations for funding park system improvements.

Recreational Facilities

Goal:

To supply and maintain a park, recreational and open space system that provides a variety of safe, passive, and active opportunities for residents and visitors.

Objectives:

- Purchase properties adjacent to parks, water access points, and scenic vistas when they become available as long as these expansions fit the long-term growth plan and can be properly maintained.
- Professionally evaluate all parks, water access points, and scenic vistas to determine the best safe and proper use and development.
- Preserve, protect, and enhance all of Sister Bay's waterfront areas.

3.3 FACILITIES PLANNING EFFORTS

Building on the recommendations of the Comprehensive Plan, the Village further refined the vision for recreational opportunities through the acquisition of open space and the planning and design of additional facilities.

Beginning in 2003, Village residents and leadership planned and implemented the first phase of the Sports Complex. The intent of this facility was to consolidate the Village's competitive athletic fields in order to focus maintenance efforts and share elements such as parking. To date, the baseball field has been moved to the sports complex, and a dog park has been added. A sledding hill is planned as an addition to the sports complex, pending the beneficial reuse of fill material as a result of the Waterfront Park beach expansion and WisDOT reconstruction of STH 42.

Similarly, the Village has re-evaluated public access along the waterfront following completion of the Waterfront District Master Plan in February 2008. To expand Waterfront Park, the Village acquired and demolished the Helms Four Season Resort in 2007 and the Johnson Retail Shops in 2010 to expand Waterfront Park. These two park development projects have completed a 1,936 linear foot stretch of publicly-accessible shoreline. Future improvements will expand the beach and provide universal access to the shoreline and swimming pier.

The Village is also working on plans to improve a number of facilities in Waterfront Park. A Concert Pavilion will be constructed beginning in April 2014. The Village Hall will be redesigned to include a deck and reception venue, and the Village is exploring the possibility of relocating the post office services to reuse that structure as a Visitor's Center. An open-air market is also planned for the west portion of the park on Wednesday evenings and Thursday mornings.

The Village is in the process of selling Schoolhouse and Baseball Parks, as recommended by the original CORP document. The Village has also transferred the Corner of the Past historical site to the Sister Bay Historical Society, which is now responsible for its operations.

4.0 DESCRIPTION OF THE PLANNING AREA

The Village of Sister Bay is located in northern Door County at the intersection of State Highways 42 and 57, approximately 30 miles northeast of Sturgeon Bay and 75 miles northeast of Green Bay. The Village occupies 2.6 square miles, and is bordered by the Town of Liberty Grove and the Village of Ephraim.

4.1 DEMOGRAPHICS AND SOCIAL FACTORS

Population

The population of Sister Bay has historically increased at a slow but steady pace with the exception of the years between 1960 and 1970 and the years between 2005 and 2010. The latter population decline is most likely tied to the real estate crisis that occurred during these years. The population is projected to begin growing steadily again in 2015, although at a slower rate than was seen in previous decades. Population projections through 2030 show the increase remaining steady at 3 to 4 percent.

Residents are moving into the Village, many from out of state. In 2010, only 39 percent of Village residents were living in the same house they had lived in 5 years earlier. This compares to 57 percent of Wisconsinites who lived in the same home in both 1995 and 2000. Almost 40 percent of Sister Bay's residents moved into the Village from outside Door County between 1995 and 2000.

The Village's population is racially homogeneous. In 2010, 98 percent of residents were white, 1 percent were African American, and 0.3 percent of residents were

The Waterfront Park swim pier is a popular summer destination.

Native American or Alaskan Native. The most-reported ancestries were German (30%), Swedish (12%), Other (7%), Irish (7%), English (6%), and Norwegian (4%).

Sister Bay has a decidedly female face. In 2010, 57 percent of residents were female. In the subset of residents over 65 years old, 65 percent of residents were female.

The Village has a relatively high number of residents who rent their homes. In 2010, 42 percent of Sister Bay residents rented their homes, compared to 23 percent of Door County residents and 33 percent of Wisconsin residents.

Age

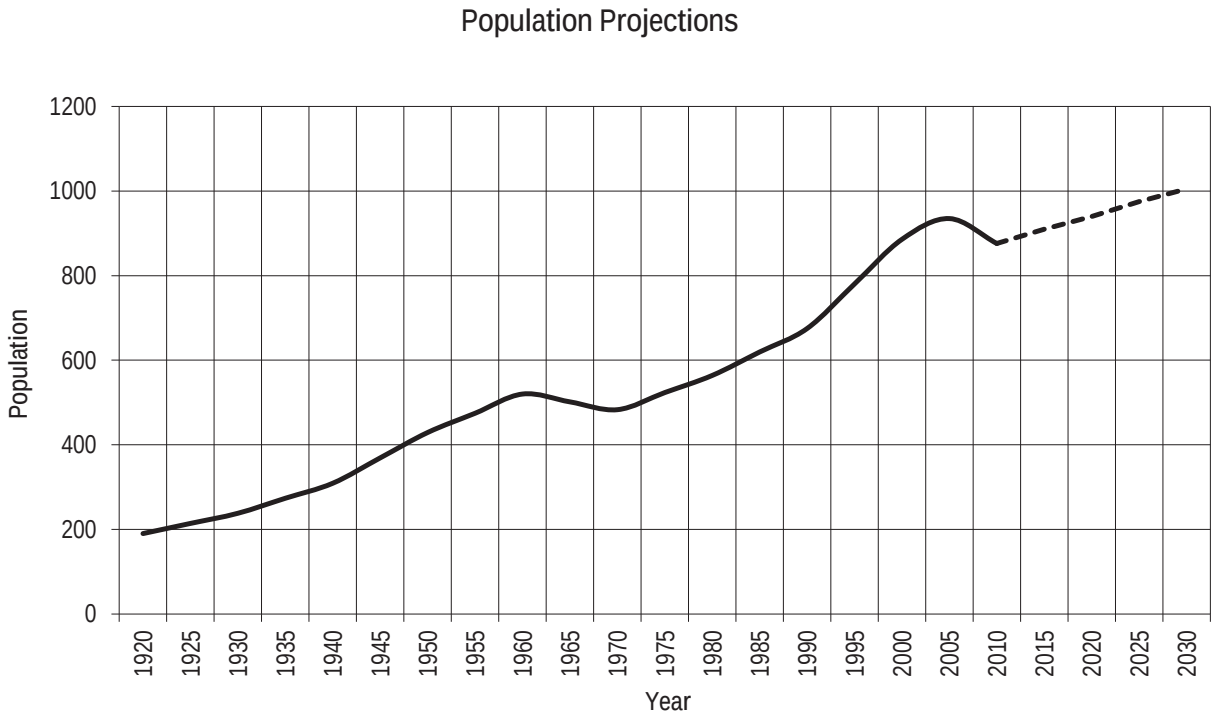
The 2010 United States Census showed that many Sister Bay residents are elderly. In 2010, 46 percent of Sister Bay residents were over 65 years old, an d the median age was 62.7 years old. Sister Bay residents are significantly older than average Wisconsin municipalities, even among other Door County communities. The percentage of residents older than 65 years old in 2010 increases as one focuses on Sister Bay:

- United States: 13 percent
- Wisconsin: 13.7 percent
- Door County: 22.5 percent
- Sister Bay: 46 percent

A comparison between the 2000 and 2010 censuses shows that Sister Bay's age distribution has remained fairly stable. Although the median age is still much older than the rest of the state, this suggests that the strong trend toward a growing elderly population over previous decades has begun to level out. However, this stabilization is likely due to the decline in overall population growth over the last ten years. Population projections predict that Sister Bay's total population will begin to grow steadily again over the next decade. If the demographic trends from previous decades are any indicator, the increase in population is likely to lead to an increase in the percentage of residents over 65.

These population figures suggest future needs for the Sister Bay park system. If the residents that are under 15 years old are added to the senior group, over half (55%) of the population of Sister Bay is either elderly (over 65 years old) or very young (under 15 years old). These groups often do not have access to personal vehicles and rely on non-vehicular paths. Sister Bay has a greater need for multi-use paths than other communities.

Should the population continue to age and shift according to trends throughout recent decades, the need for new child-oriented park and community facilities will decline and the need for new senior-oriented facilities will increase.



Population trends for the Village of Sister Bay. Sources: Years 1920-2010: US Census Data. Years 2015-2030: Estimate based on data from Wisconsin Department of Administration.

	2000		2010	
	Number	Percent	Number	Percent
Under 5 years	18	2%	22	3%
5 to 9 years	20	2%	25	3%
10 to 14 years	29	3%	28	3%
15 to 19 years	39	4%	28	3%
20 to 24 years	24	3%	15	2%
25 to 34 years	51	6%	70	8%
35 to 44 years	68	8%	61	7%
45 to 54 years	110	12%	72	8%
55 to 59 years	72	8%	71	8%
60 to 64 years	46	5%	79	9%
65 to 74 years	142	16%	123	14%
75 to 84 years	151	17%	143	16%
85 years and over	116	13%	139	16%

Age Group	Population Number Increase or Decrease, 2000-2010	Population % Increase or Decrease, 2000-2010
9 years and under	+9	+24%
10 to 19 years	-5	-18%
20 to 44 years	+3	+2%
45 to 64 years	-4	-3%
65 years and over	-4	-1%

Changes in Sister Bay's population by age group. Source: U.S. Census Bureau 2000, 2010.

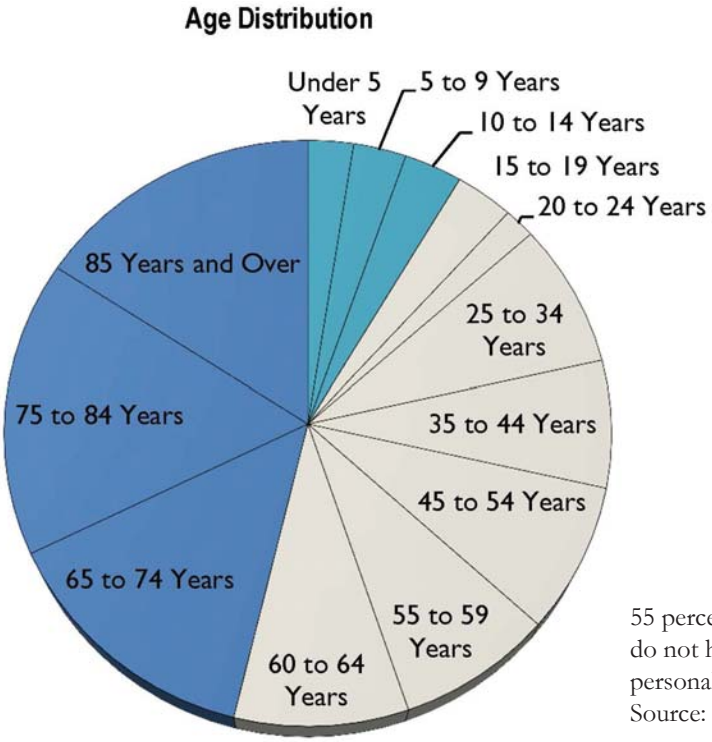
With an aging population, more park and community facilities should be designed to accommodate disabilities. Census projections for 2012 estimate that 29 percent of Sister Bay civilian residents over 65 years old were disabled, compared to only 7 percent of those between 18 and 64 years old, and 0 percent of those between 5 and 20 years old.

Employment

Sister Bay has a significant number of retirees. According to 2012 estimates, 49 percent of Sister Bay residents over 16 years old were not in the labor force. The other 51 percent were in the labor force, either employed or unemployed. Comparatively, only 37 percent of Door County residents were not in the labor force.

Many of those that are employed work in the tourism industry. According to 2012 projections, 28 percent of employed Sister Bay residents worked in the arts/entertainment/recreation/accommodations/food service category, and 22 percent worked in retail.

Given the significant role of tourism in the local economy, the open space system should provide parks and facilities that encourage and support tourism as well as use by local residents.



55 percent of Sister Bay residents likely do not have independent access to personal vehicles.
Source: U.S. Census Bureau, 2010

4.2 PHYSICAL CHARACTERISTICS AND NATURAL RESOURCES

The physiography and topography of the Village is characteristic of the rocky terrain of the Door County coastline. Sister Bay is located on the western side of the peninsula, on Green Bay of Lake Michigan.

The area's climate is controlled by the close proximity to Lake Michigan, which moderates daily extremes in temperature. Spring warming trends are delayed by the cool water of the lake, summers are generally mild, and the lake's residual warmth hinders early frost in fall. Ice typically covers the bay by mid-January and breaks up in early April. The annual average precipitation is 28.92 inches, with 3.60 falling in June, the wettest month.

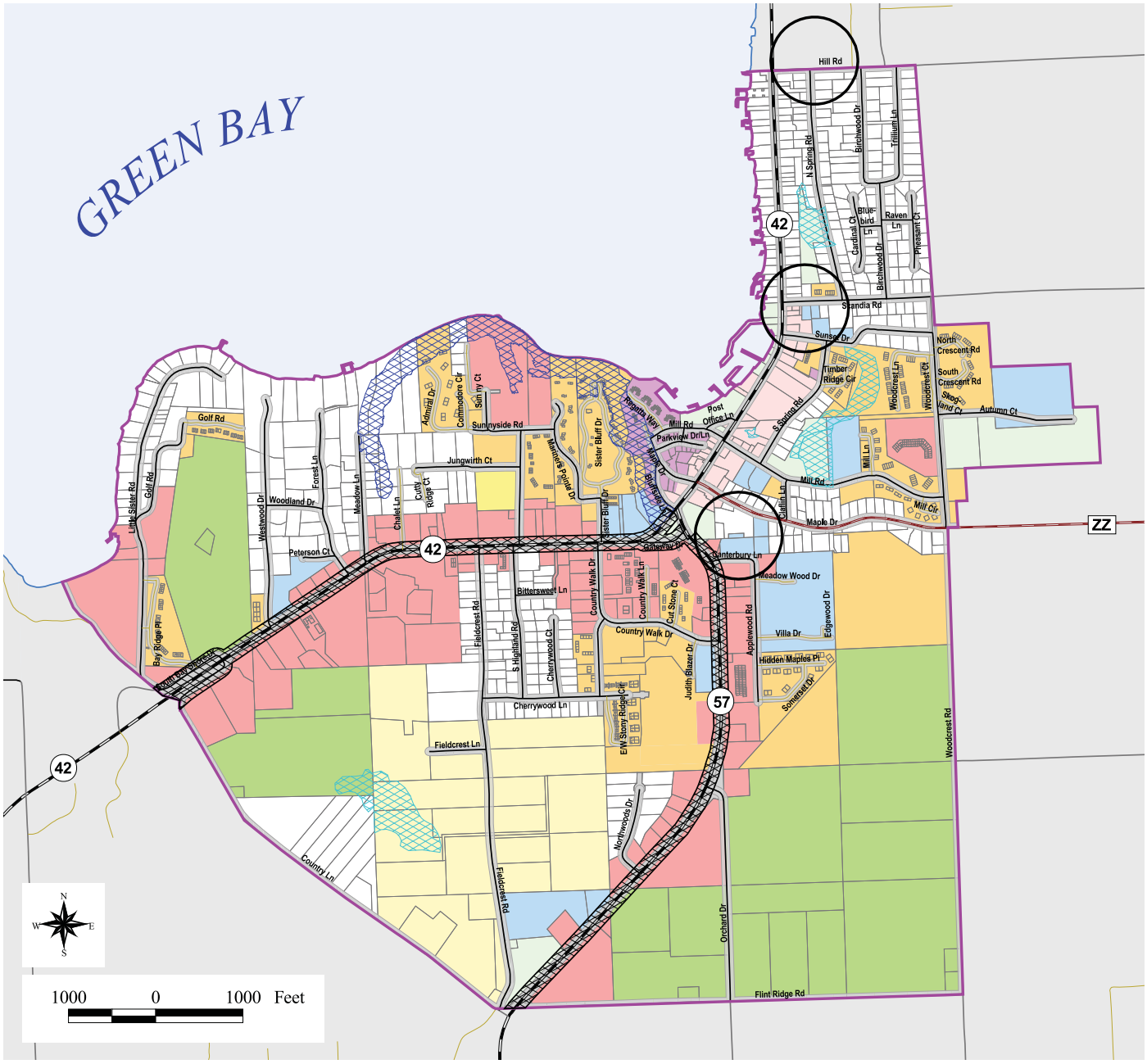
Topographical relief ranges from 580 feet to 720 feet (NGVD29). Silurian dolomite forms the upper layer of bedrock within the region, and is close to the surface or exposed in outcroppings throughout the Village. This rock formation also provides the primary groundwater aquifer.

Precipitation runoff for the majority of the Village drains into Green Bay. Several wetland areas are identified in the Village's Comprehensive Plan, and provide natural filtration of pollutants from runoff before it reaches the lake. These wetlands also recharge groundwater, store flood water, and provide valuable habitat for many plants and animals.

4.3 VILLAGE ZONING

The Village's current zoning is shown on the facing page. The Village's downtown business district is located along North Bay Shore Drive (STH 42) adjacent to Green Bay. Newer commercial development has occurred along the primary arterials entering the Village. In addition to single family development, the residential housing mix for the Village includes a high percentage of condominiums, many of which serve summer residents and tourists. Village zoning also provides protection for several natural resources, including bluff protection, wellhead protection, and wetland overlay districts.

Approximately half of employed residents have jobs related to tourism.



Zoning Districts

- (CS-1) Countryside
- (R-1) Single-Family Residence
- (R-2) Multiple-Family Residence
- (R-3) Large Lot Residence
- (R-4) Small Lot Residence
- (B-1) General Business
- (B-2) Downtown Business Transition
- (B-3) Downtown Business
- (I-1) Institutional
- (P-1) Park/Recreation

Overlay Districts

- (W-1) Wetland Overlay
- (PUD) Planned Unit Development Overlay
- (HL) Highway Landscape Overlay
- (BP) Bluff Protection Overlay
- (WHP) Wellhead Protection Overlay
- (RO-1) Restaurant Overlay

Village of Sister Bay Zoning Map, updated October 2012

5.0 INVENTORY OF EXISTING PARK AND RECREATION FACILITIES

Sister Bay's park and recreation system currently provides seven publicly-owned parks and natural areas, totaling approximately 53 acres. Other facilities include multiuse bike/pedestrian paths, snowmobile trails, and privately-owned recreational land. The figure below illustrates the locations of existing facilities.

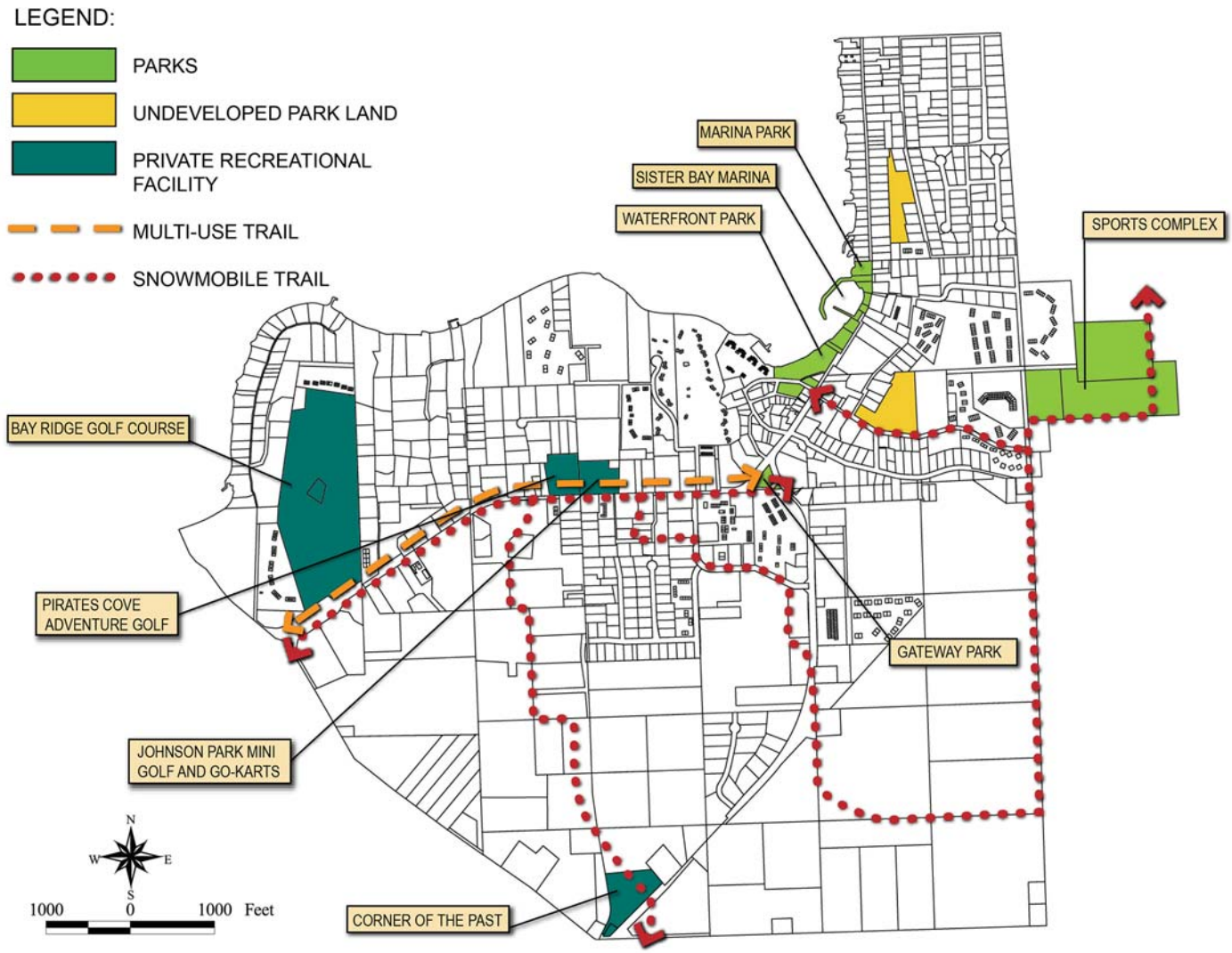
Sister Bay has a variety of park sizes and functions. This section provides an inventory of existing parks, using the classification system of the National Recreation and Park Association. It should be noted that Sister Bay does not have any parks classified as "Neighborhood Parks." Due to the relatively small size of the Village, the larger "Community Parks" fulfill this role.

5.1 COMMUNITY PARKS

A community park is a large recreation facility. Typically, community parks include playground equipment, athletic fields or other open playfields, and picnic facilities.

- Service area: 1 to 2-mile radius
- Desirable size: 10 to 20 acres (community parks with adjacent natural areas may be significantly larger)

Sister Bay's community park is the Sports Complex.



Locations of existing park and recreation facilities

Sister Bay Sports Complex - 30.9 acres

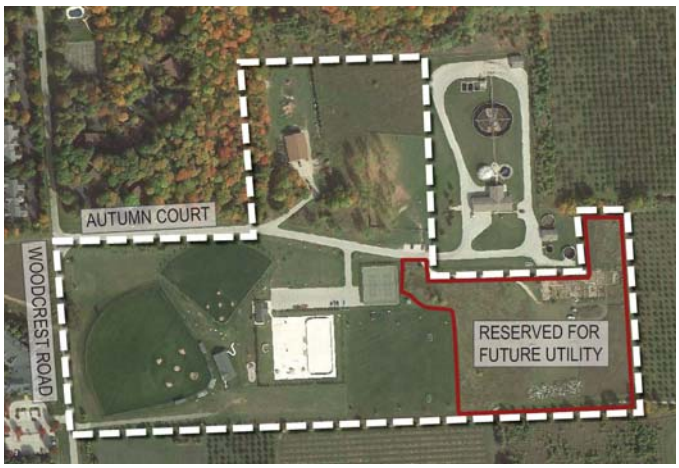
The Sports Complex is a relatively new community park. Although the current park is 30.9 acres, 6.2 acres adjacent to the wastewater treatment plant is reserved for future utility needs. The park is home to the Little League baseball and T-ball programs, the DC United Soccer program, and the TKH hockey, broomball, and ice skating events. Due to their recent construction, all facilities at this complex are in good condition. Access to the site is provided off of Autumn Court and Woodcrest Road.

Although owned and operated by the Village, the Sports Complex also draws from a wider area including adjacent towns. The NRPA defines a regional park as a facility owned and operated by a county, state, or regional park district to serve several local government jurisdictions; however, because athletic events at the Sports Complex draw from throughout northern Door County, the site also serves as a regional park for this area.

Facilities:

- Louis Michael Hanson Memorial Little League baseball diamond
- Baseball Field and concession pavilion, home of the Sister Bay Bays
- Teresa K. Hilander ice skating rink
- Park building, with restrooms, concession, storage, and indoor warming area
- Grass volleyball court
- Two tennis courts
- One full-sized soccer field and three micro-fields
- Basketball Court
- Skate Park
- Dog Park
- Playground
- 52-stall asphalt parking lot
- Parks maintenance building
- Long-term marina trailer storage area

Accessibility Assessment: The park is fully accessible, including four designated accessible parking stalls.



Aerial view of the Sister Bay Sports Complex

Ice rink provides both competitive and free skate areas

Sports Complex concession pavilion and baseball diamond

The ice rink provides an area for a skate park during summer

5.2 SPECIAL-PURPOSE PARKS

Special-purpose parks are publicly-owned recreation and open space facilities that are designed to serve a specific purpose, which may include a public plaza, memorial, swimming area, or other discreet recreational use. The special-purpose designation also includes cultural parks, which feature historic structures or serve as interpretive facilities for tourists and residents. Sister Bay's special-purpose parks are described below.

Waterfront Park - 6.9 acres

Several special-purpose parks located adjacent to the waterfront in downtown Sister Bay have been linked together by property acquisitions in recent years to form Waterfront Park. Together with the Sister Bay Marina and Marina Park, the park provides 1,936 linear feet of contiguous public shoreline access on Lake Michigan, which is the largest expanse of public shoreline of the Northern Door County communities. The figure on this page shows the spatial relationships between Waterfront Park, Highway 42, and Sister Bay Marina.

Waterfront Park features a swimming beach and pier, which are popular destinations for residents and visitors in all seasons. The park is accessed off Bay Shore Drive and Mill Road, and is used for many events such as Concerts in the Park and annual festivals. No dogs are allowed in order to maintain beach water quality. A Veteran's monument is located near the road intersection at the park's southeast corner.

Facilities:

- Swim beach and pier
- Gazebo
- Fire ring
- Lawn/festival grounds
- Grass volleyball court
- Picnic tables and grills
- Playground
- Village Hall Community Center, which provides restrooms, large indoor gathering space, kitchen, and Teen Center
- Post Office
- Parking lots
- Paved walking paths
- Universally-accessible restroom facility

The planned addition of a concert pavilion, sand volleyball court, and the expansion of swimming and paddle launch areas on the beach in 2014-2015 will provide additional recreational opportunities for residents and tourists. Additional stormwater treatment and the relocation of outfalls away from the beach swimming area will help to improve water quality.

Accessibility Assessment: The facilities at Beach Park are moderately accessible for persons with disabilities. Reserved parking is provided, and hard surface walks allow for access into the park. However, prominent park features such as the playground, gazebo, and swim pier are not connected to the path system. The playground is not universally accessible, and also does not include appropriate equipment for young children (ages 2 to 5). Proposed enhancements to be constructed in 2014-2015 will provide universal access to the swim pier from the Highway 42 business district as well as the parking area behind the existing post office.

Waterfront Park, Sister Bay Marina, and Marina Park

The Waterfront Park swim pier, beach, and gazebo as viewed from the pier.

Sister Bay Marina and Marina Park - 1.5 acres (Land-based Facilities)

The Sister Bay Marina and Marina Park are a public boating facility and adjacent special-purpose park located just north of Waterfront Park along Bay Shore Drive. The marina was completely rebuilt in 1993 to add new breakwalls, additional slips, and the current harbormaster's building. The purchase of the Johnson retail shops expanded the public marina in 2010, and dockage improvements along the former Casperson property were completed in 2011. Commercial sight-seeing cruises and boat rentals operate out of the marina, including both sail and powerboat options.

Facilities:

- Harbormaster's Building, which provides restrooms, showers, laundry, and office space
- Public marina, with seasonal rental slips, transient slips, and commercial slips. Slip facilities include electricity, water, and wireless internet access. Fuel is available 3/4-mile north of the marina at Yacht Works, a private business.
- Boat launch
- Sanitary pump-out station
- Bicycle rentals
- Lawn/picnic area
- Paved walking paths
- Dog-walking area
- Marina parking is provided at a nearby public lot on Scandia Road, with long-term trailer storage adjacent to the Sister Bay Sports Complex on Autumn Court.

Accessibility Assessment: The marina, launch ramp and land-based facilities meet accessibility requirements.

Sister Bay Marina and Harbormaster's Building

Commercial sight-seeing cruises sail from the marina

Concert in Waterfront Park; Photo Credit: Len Villano

Gateway Park - 1.2 acres

Gateway Park is a special-purpose park located at the intersection of STH 42 and STH 57 that is currently home to the Village's Visitor Center. The building used as the tourist information center is a historic log schoolhouse that was moved to the site. A small kiosk provides information when the center is closed.

Facilities:

- Tourist information center
- Small restroom facility
- Asphalt parking lot
- Outdoor tourist kiosk

Accessibility Assessment: Although the outdoor tourist kiosk is fully accessible, the tourist information center includes a step to get into the front door and the restroom is not designed to meet current ADA codes.

Gateway Park will be redeveloped into a scenic overlook as part of the Wisconsin Department of Transportation's future expansion project along Highways 42 and 57. The park will provide views of the downtown business district, and the Visitor Center function will be relocated, likely to a location near Waterfront Park.

Tourist information center in Gateway Park

5.3 UNDEVELOPED OPEN SPACE

The Village owns two sites of undeveloped open space, as described below.

Mill Road Parcel - 7.3 acres

This heavily-wooded greenway is accessed directly off Mill Road. The site is known to contain wetland areas, and provides value for stormwater filtration and storage. No trails are provided through the site.

Mill Road Parcel

North Spring Road Parcel - 4.9 acres

This greenway parcel was donated to the Village by the developer of adjacent lots, and contains wetlands that serve a vital stormwater role for the community. The site can be accessed by the frontage along North Spring Road, but no trails are currently provided within the property.

North Spring Road Parcel

5.4 TRAILS

The Village currently has a limited trail system, shown in the figure on page 8. An off-street, multi-use trail parallels STH 42 on its south side between Country Lane and Gateway Park. An bike lane connecting to this trail is planned for 2015 as part of the Wisconsin Department of Transportation's improvements to Highway 42 / Bay Shore Drive through the Village's central business district.

A segment of the Door County snowmobile trail system passes through the Village along public streets, the multi-use trail, and off-street access points. Within the Village, the snowmobile trail is approximately 4.25 miles in length and connects the Corner of the Past to the Sports Complex. A spur along Mill Road provides access to downtown.

Accessibility Assessment: The multi-use trail along STH 42 is ADA compliant.

Multi-use trail along Highway 42

5.5 RECREATIONAL FACILITIES NOT OPERATED BY THE VILLAGE

Bay Ridge Golf Course

Bay Ridge Golf Course is a privately-owned and operated 9-hole golf course established in 1966. The course is open to the public and is accessed off STH 42. A golf shop on site serves lunch, snacks, and beverages.

Pirate's Cove Mini Golf

This commercial facility offers putting practice among a pirate-theme landscape. It is located on the north side of STH 42 and adjacent to Johnson Park Mini Golf and Go-Karts.

Johnson Park Mini Golf and Go-Karts

This commercial facility offers 18 holes of putting practice, go-karts, batting cages, and an arcade. It is located on the north side of STH 42 at Highland Road.

Corner of the Past Historical Farm

The Corner of the Past is a historical farm site where the Old Anderson House Museum and other historic architectural remnants of Northern Door County have been collected, renovated, and preserved. Located at the southern edge of the Village on STH 57 and Fieldcrest Road, this facility is home to many artifacts including a post and beam barn, two log cabins, and a 100-year old saw mill. The Old Anderson House dates back to 1875, and now serves as a local history museum. The Village recently donated the park to the Sister Bay Historical Society, and that entity is now responsible for its operations.

Old Anderson House Museum at Corner of the Past

Historic barn and outbuilding structures at Corner of the Past

6.0 OUTDOOR RECREATION FACILITY NEEDS ASSESSMENT

By using different and complementary methods, recreational planners make recommendations for the quantity and types of parks that are needed for a community. Sister Bay's open space needs are influenced by the voiced needs of residents, the number and sizes of parks, and location of those parks.

6.1 PUBLIC INPUT

To be effective, a CORP must be grounded on the direct input of Village residents, staff, elected officials, and other stakeholders. This update continues the recommendations of the original CORP, which was based on significant public outreach conducted during three related planning projects.

Sister Bay Comprehensive Plan

In the preparation of the 2003 Sister Bay Comprehensive Plan, the Bay-Lake Regional Planning Commission conducted a survey and a nominal group process.

The August/September 2001 Village survey had a response rate of 39 percent. Three questions dealt with recreational facilities.

- Respondents felt strongly that the existing recreational facilities were adequate (74 percent), while 19 percent felt they were not and 7 percent had No Opinion.
- Most respondents commented that bike paths, more beach and waterfront areas, and swimming pools are needed within the Village.
- The Waterfront was identified as the best area for additional recreational development.

Participants tour the Village during the Waterfront Master Plan

Forty-five residents and members of the Village Plan Commission and Village Board participated in the June 2001 nominal group process. The following recreational desires were voiced and voted as top group concerns:

- Keep use of the waterfront public and limit the size of buildings on waterfront.
- Plan for continued development of the waterfront.
- Maintain/enhance the Village's natural beauty.

Sports Complex Master Plan

In 2005, the Village hired a consultant to create a master plan for the Sports Complex. Kickoff meetings for the project were held in September, which included a public listening session attended by approximately 20 citizens. The public expressed interest in a new adult baseball diamond, full-size and micro soccer fields, paved ice rink, dog park, expanded playground, and skate park with a bowl and street course plaza. A master plan was developed to include these elements, presented in a public meeting in July 2006 for comment, and approved in August 2006. Public meetings were again held in August 2007 and February 2008 to update the master plan. Based on these meetings, improvements were completed in Spring 2010 to implement the plan.

Waterfront District Master Plan

In 2007, the Village was presented with the opportunity to purchase the Helms Four Season Resort next to Beach and Hendrickson Parks. This acquisition met many of the community's stated goals to expand and improve public access to the waterfront. In an open public meeting, the Village Board approved an offer to purchase the property in May 2007, and hired a consultant to assist with a master planning effort that comprehensively studied the waterfront area and links to downtown. This community-based process gathered opinions from residents, business owners, tourists, and Village staff, and generated the Waterfront District Master Plan that will guide the evolution of downtown Sister Bay for years to come.

The Citizens Waterfront District Advisory Committee oversaw the planning process. All meetings throughout the process were open for public comment, and presentations and graphics were posted online for review. Citizens were encouraged to submit additional comments by e-mail, phone, and mail.

Community Parks		Special-purpose Parks		Undeveloped Open Space	
	Acres		Acres		Acres
Sports Complex	30.9	Waterfront Park	6.9	Mill Road Parcel	7.3
		Marina Park and Sister Bay Marina	1.5	North Spring Road Parcel	4.9
		Gateway Park	1.2		
Totals:	**30.9**		**9.6**		**12.2**

Current Village-owned park acreages by category

Kickoff meetings were held in August 2007, during which over 140 citizens and Village committee members shared goals and ideas for the master plan. Based on these ideas and an analysis of the natural and cultural characteristics of the study area, the consultant presented two alternative concept plans at a public meeting in September. Desired components of the alternatives were combined in a single draft consensus plan, which was presented for public review prior to the Helms property closing date in November. The draft consensus plan was forwarded to the Parks Committee by the Advisory Committee in December 2007, and was unanimously approved with minor revisions by the Village Board in February 2008.

The overwhelming majority of the comments received during the planning process supported the Village's initiative to acquire the Helms property and expand the beach. Concern was expressed that the Village owned more park land than necessary to meet citizens' needs; however, participants agreed that the Village should purchase the waterfront land and explore options to sell other underutilized parcels. Properties that were proposed for sale included Baseball and Schoolhouse Parks, which are currently in the process of changing ownership.

Since the approval of the 2008-2012 CORP, the Village Board has continued to implement the community's recommendations to expand public access to the shoreline in Waterfront Park. The Johnson Retail Shops property was purchased in 2010, completing the public ownership of the waterfront. The Board sought public comment before that purchase, and continued to seek input at meetings regarding the beach expansion, the concert pavilion redevelopment, and other parks matters. The community continues to be supportive of the parks system, and the improvements made thus far have proven to be very popular among residents and tourists alike.

6.2 NUMBER AND SIZE STANDARDS

The National Recreation and Park Association (NRPA) has established standards that serve as a general guide for the amount of recreational land based on population. The NRPA recommends the following acreages of parkland per 1,00 0 community residents:

- Mini-Parks 0.5 acres
- Neighborhood Parks 2.0 acres
- Community Parks 8.0 acres
- Total 10.5 acres / 1,000 residents

Sister Bay currently does not have any mini-parks or neighborhood parks within its system. These parks are typically smaller open spaces or playgrounds that serve a concentrated or limited population, or a specific group such as tots or senior citizens. Since these parks are intended to serve their immediate surroundings, they can be replaced by service areas of community parks.

In a 2012 estimate, Sister Bay had a population of 901 residents. Considering those parks that focus only on the needs of village residents (as opposed to those shared with tourists):

- Community Parks 30.9 acres
- Total 30.9 acres/901 residents
- Standardized Total 34.3 acres/1,000 residents

Sister Bay has over three times the acreage of resident-serving park space as recommended by NRPA standards. When considering the 9.6 acres of special-purpose parks which serve both residents and visitors, the 12.2 acres of undeveloped open space, and population projections, Sister Bay will continue to provide a sufficient amount and variety of park areas for years to come.

6.3 SPATIAL DISTRIBUTION STANDARDS

A large amount of park acreage is not effective unless it is distributed throughout a community and accessible to residents. Neighborhood parks should be within walking and biking distance, and community parks within easy driving distance.

A park's service area is its zone of influence, and is determined by the average distance users are willing to travel to reach the facility. Although expressed in terms of service mile radius, features such as arterial roads, rivers, or other disruptions to normal travel may influence the extent of the service area. NRPA standards recommend that neighborhood parks serve residents within 1/2-mile of the park and that community parks serve residents within a 1 to 2-mile radius. As community parks also serve as the neighborhood park to their immediate surroundings, they also receive a 1/2-mile radius service area under this designation. Sister Bay's current community and special-purpose parks are illustrated in the accompanying figure.

For the analysis, Waterfront Park and the Sports Complex have been assigned the smaller 1-mile radius possible for community park service areas because of the large percentage of senior citizens and young residents in the Village. Neighborhood service areas are also shown for these parks.

As the figure illustrates, the majority of the Village is adequately served by the community parks. The area not covered by the 1-mile service areas is generally large-lot residential or rural in nature. These areas do fall within a 2-mile service radius, which is considered sufficient given the land use pattern. Therefore, the locations of community parks are acceptable to serve the Village.

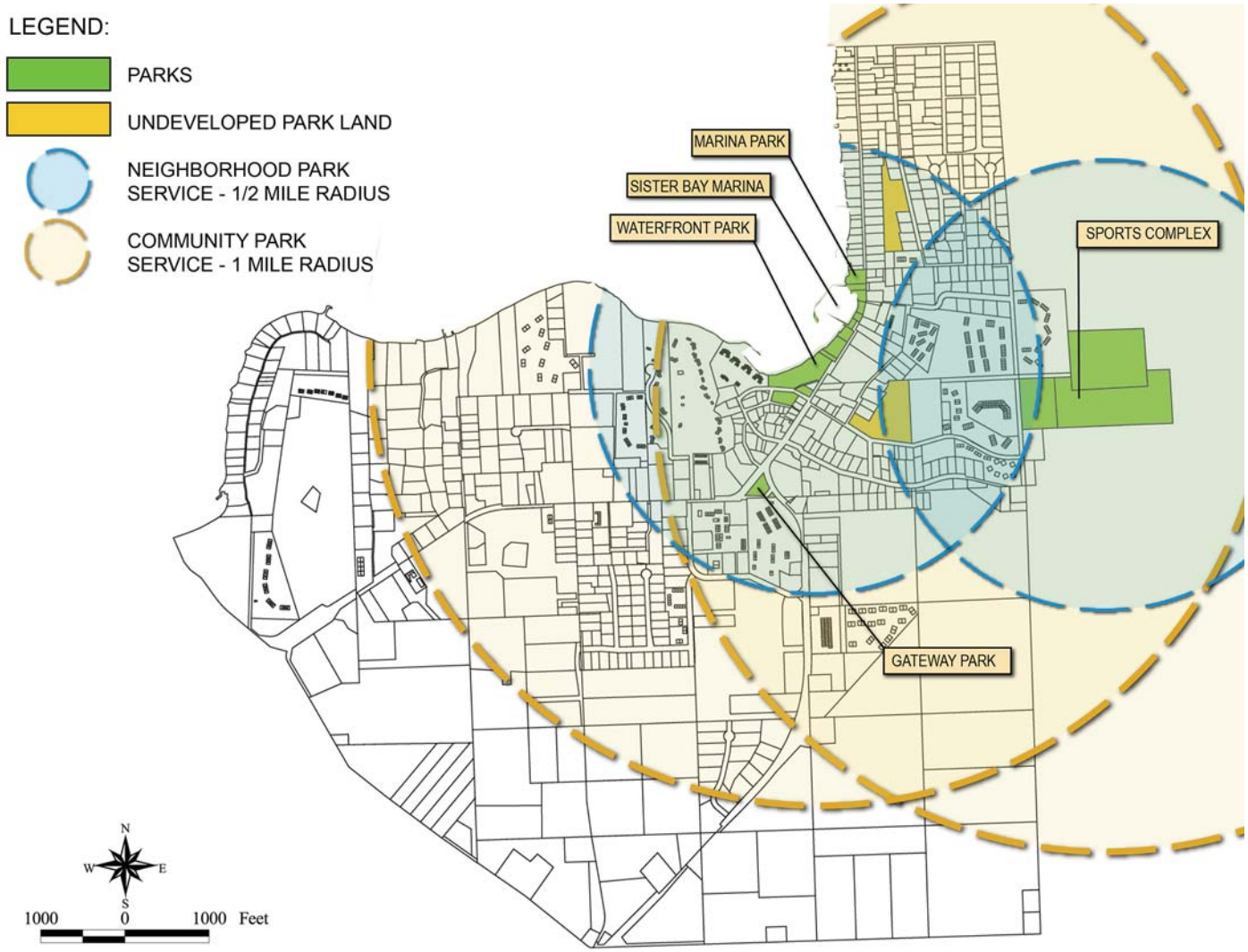
Neighborhood park service areas currently do not cover the majority of the Village. However, if the transfer of former Baseball Park to private ownership is completed, the Village may consider requiring a small play area to be incorporated into future residential development plans for this parcel to provide a local facility. Also, future development of trails in the North Spring Road Parcel would provide a park within walking distance of the residential neighborhood at the Village's northern boundary.

6.4 STATE COMPREHENSIVE OUTDOOR RECREATIONAL PLAN

Wisconsin prepares a statewide Comprehensive Outdoor Recreation Plan, which assesses recreational facilities and demand throughout the state. By comparing regional demand, regional supply, local park and recreation plans, and public comment data with recreational and population forecasts, the State CORP (2011-2016) sets several broad goals for parks in Wisconsin:

- Assess, understand, and adapt to growing recreation tourism demands and preferences.
- Improve integration of outdoor recreation interests and needs in land use and other relevant planning efforts.
- Continue to provide and enhance public access to Wisconsin recreational lands and waters.
- Conserve rural landscapes and forests through partnerships and incentives.
- Address funding challenges associated with managing Wisconsin outdoor recreation resources.
- Promote outdoor recreation as a means of improving public health among Wisconsinites.
- Establish great urban parks and community green spaces.

As discussed in the next sections, Sister Bay continues to support many of these goals with improvements to the park system, including renovations to support tourism demands, seeking Stewardship funds to effectively finance park acquisition and development, enhancement of public access to the Lake Michigan shoreline, and promotion of healthy outdoor activities with new athletic facilities.



Service areas of existing Village parks

7.0 RECOMMENDED FACILITIES AND IMPROVEMENTS

During the next five years, the Village plans to focus primarily on the continuation of development for Waterfront Park. All planned capital improvement projects are summarized in the table on page 23. To implement these improvements, the Village will pursue various state and federal grants and other sources of funding.

7.1 CAPITAL IMPROVEMENTS

Sports Complex

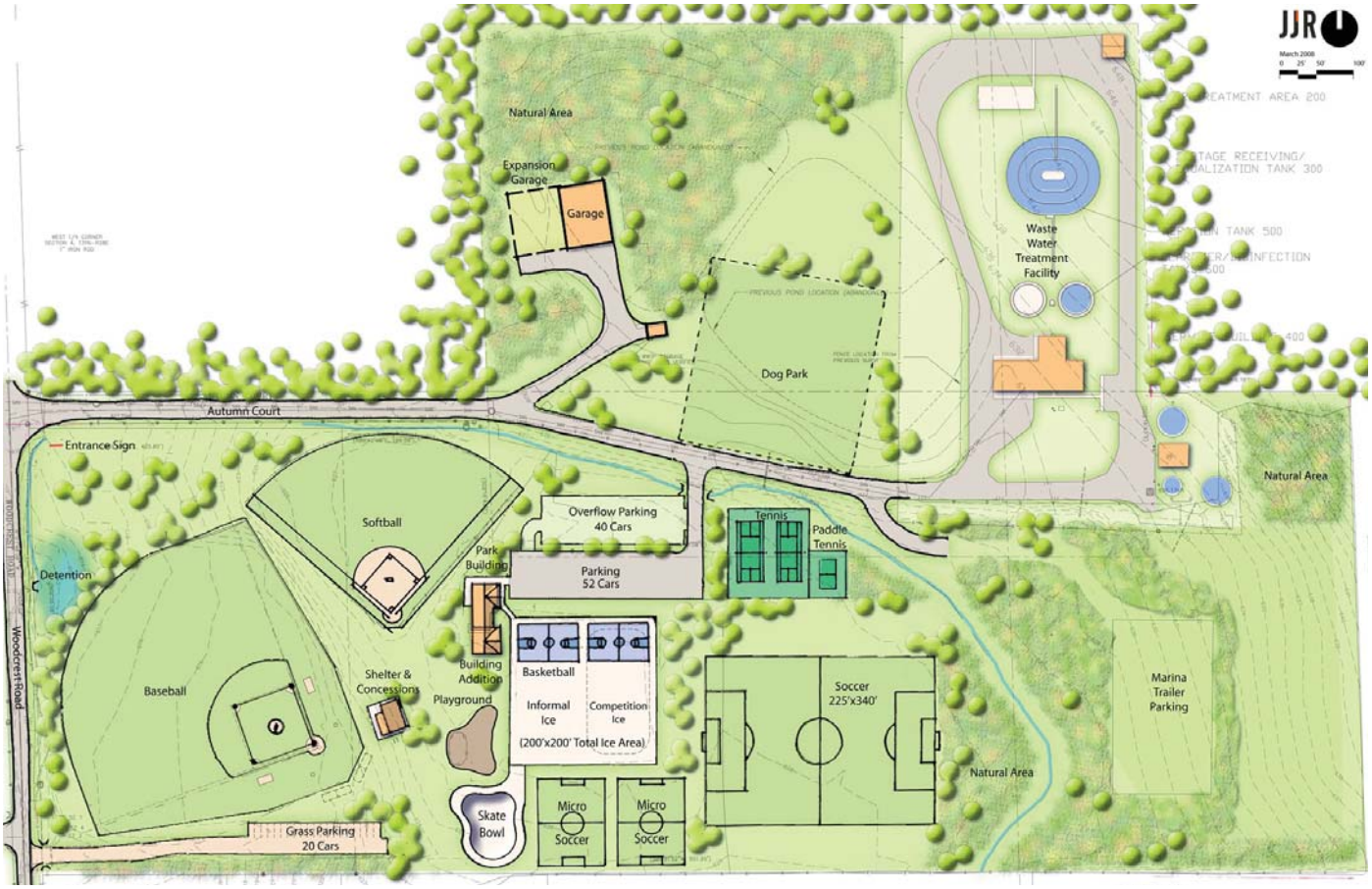
The Sports Complex Master Plan was approved in 2006 and amended in Spring 2008 to reflect modifications to facility layout during recent construction plan development. Significant construction projects were completed in 2009 and 2010 which implemented the proposed master plan improvements. The only currently planned improvement is the addition of a sledding hill, which would be completed through disposal of surplus soil from the beach and Bay Shore Drive projects.

Waterfront District Master Plan

Approved in February 2008, the Waterfront District Master Plan created a long range vision for Sister Bay's waterfront and downtown over the next 20 years, shown by the diagram on the facing page. Driven by the purchase of the Helms Four Season Resort property, the master plan made sweeping recommendations to create a public park along the shoreline which would then drive reinvestment and revitalization of the downtown central business district.

The implementation in recent years of many elements of the master plan has provided the continuous Waterfront Park along the lakefront for walking, swimming, kayaking, canoing, sailing, shore fishing, day-use picnicking, wildlife observation, outdoor concerts, cross-country skiing, and biking.

The following capital improvement projects planned for 2014 through 2015 will improve recreational opportunities



Sports Complex Master Plan, March 2008

Waterfront District Master Plan, February 2008

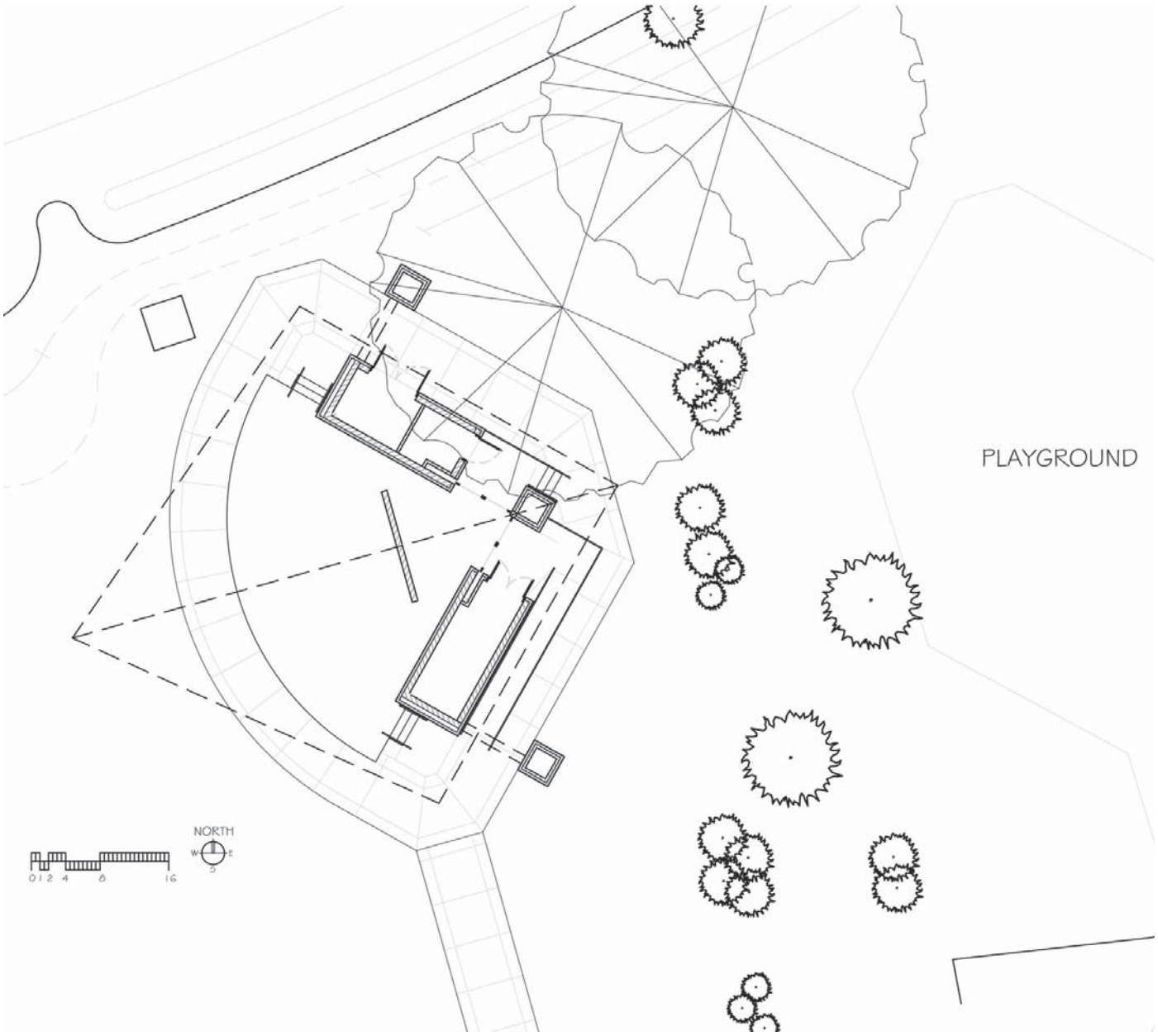
and the quality of facilities within the park:

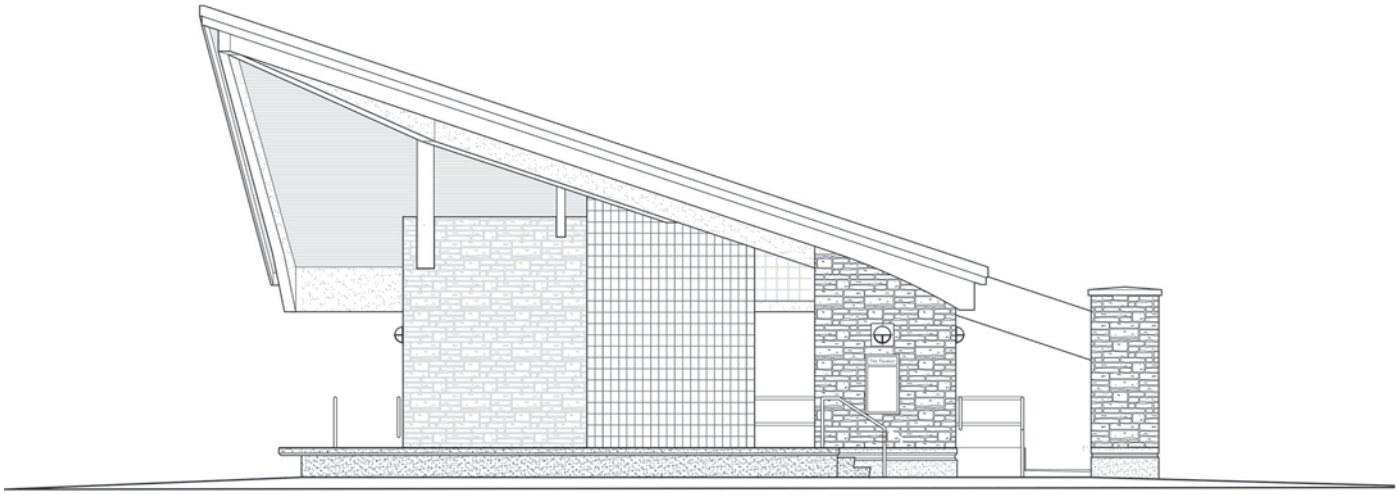
- Demolition of the remaining timber crib and steel sheetpile pier structures along the shoreline of the former Helms Resort property.
- Expansion of the beach, with areas for swimming, sand volleyball, a kayak launch, and a sailing school. This includes construction of a coastal structure between the park and the Sister Bay Yacht Club to discourage sand migration.
- Relocation of storm sewer outfalls away from the swim area.
- Creation of an accessible sidewalk connections from Bay Shore Drive to the swim pier.
- Construction of a new concert performance pavilion.
- Facilitation of an open air market to be held at the west end of the park on Wednesday evenings and Thursday mornings.

The graphics below and on the facing page show the current plans for the beach expansion, as well as the new concert performance pavilion. Project costs are summarized in the table on page 23.

Other projects currently planned for Waterfront Park include a potential change of use of the Post Office Building to a Visitor's Center and the renovation of the Village Hall to include a deck and reception venue. Upgrades to restroom facilities serving the beach and kitchen renovations would be included as part of the Village Hall project. The Village has committed $46,000 in the CIP to begin architectural planning for this project.

Waterfront Park Beach Expansion Project, April 2014





Plan and Elevation View of Proposed Concert Performance Pavilion, courtesy of Dimension IV Architects, Green Bay, WI, 2014

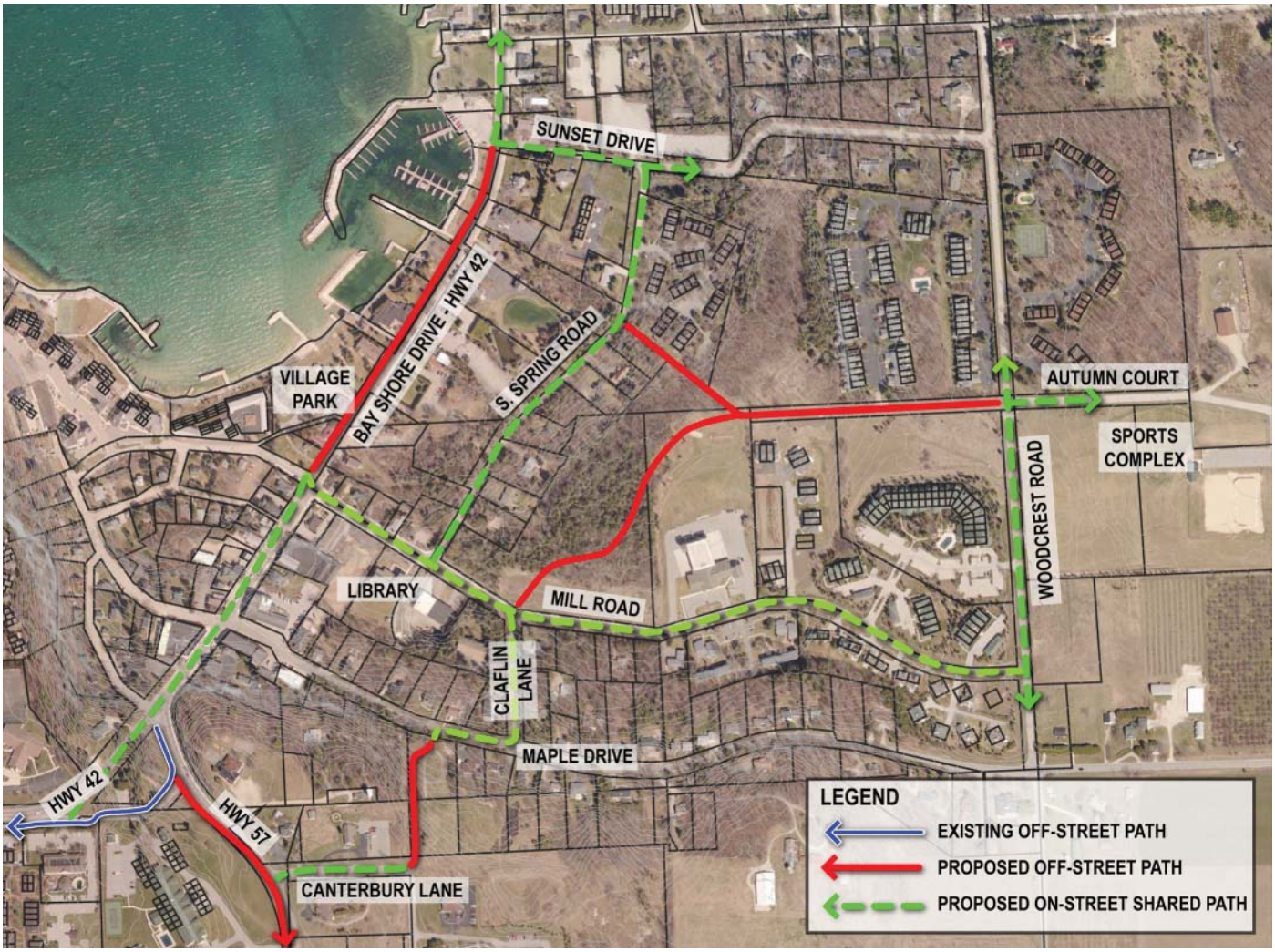
Bicycle Trail System Expansion

The 2008 Waterfront District Master Plan included recommendations on connecting the waterfront to other destinations in the Village through existing and proposed trails. The figure on this page shows proposed on-street and off-street connections between the existing multi-use trail, the lakefront, and the Sports Complex.

Working towards this plan, widened bike lanes along Bay Shore Drive will be constructed under the WisDOT project scheduled for 2015. Other trail connections and on-street signage will be provided as funding permits.

Recommendations for Other Facilities

Long-term goals for other facilities in the park system include trails and other improvements such as play equipment, playfields, and picnic facilities within the undeveloped Mill and Spring Road parcels. These improvements will help to fulfill the need for additional neighborhood parks, particularly on the west side of the Village.



Proposed multi-use trail system expansion, November 2007

Summary of Capital Improvement Projects, 2014 - 2018

PARK	PROJECT	2014	2015	2016	2017	2018
Sports Complex	Sledding Hill / Winter Park, created through disposal of fill from beach and WisDOT projects. No additional cost to Village.					
Waterfront Park	Concert Pavilion	$ 580,000				
	Beach Expansion	$1,250,000	$ 550,000			
	Renovations to Village Hall	$ 46,000		$ 300,000		
	Renovations to Post Office				$ 150,000	
Gateway Park	Park will be converted to a scenic overlook as part of the WisDOT reconstruction of Bay Shore Drive.					
Sister Bay Marina and Marina Park	No improvements planned					
Mill Road Parcel	No improvements planned					
North Spring Road Parcel	No improvements planned					

* WisDOT work associated with Bay Shore Drive reconstruction not included.

7.2 RECREATIONAL PROGRAMS

Village recreational programs are primarily run on a volunteer basis by organizations associated with various athletic programs. The Village dedicates partial time of a Parks Department employee as a recreation director, to facilitate the TKH skate park, coordinate the Teen Center, and operate the open air market. This role may expand in the future to encompass wider recreation opportunities within the park system, such as an enhanced 'Concert / Movie in the Park' series; event and wedding coordination for tent, table, chair and other rentals; and controlling rental and sale of beach-related merchandise.

The Door County YMCA is currently contracted to run a summer camp. The Village may explore providing this service with Parks Department employees in the future.

7.3 OPERATION AND MAINTENANCE

The park system is maintained by the Village's parks crew. The 2014 maintenance and operations budget directly associated with parks includes the following direct costs:

- Utilities:

Parks	$2,600
Sports Complex	$12,350
Maintenance Buildings	$14,000
Telephone, Sports Complex	$500
Bike Trail Lighting	$1,400
Subtotal	$30,850

- Maintenance:

Parks	$21,000
Sports Complex	$4,500
Dog Park	$2,000
Seasonal Decorations	$9,000
Lawn Maintenance	$7,750
Parks Buildings	$1,000
Picnic Tables & Benches	$2,500
Garbage Cans	$500
Bike Trail	$200
Equipment Rental	$200
Subtotal	$48,650

The Village needs to balance the increased maintenance demands of proposed capital improvements with their commitment to existing park facilities. As such, the Village recently committed to sell surplus park land in order to reduce maintenance requirements and free up funding for other improvements.

7.4 FUNDING

There are a number of potential funding sources available to help finance land acquisition and capital improvements of recreation facilities. Funding sources specific to the improvements planned for the park system are shown in the table beginning on page 26. The matrix provides basic information on grant programs, matching requirements, application cycles, and agency contacts. Specifics for the grant opportunities that have the highest likelihood to achieve funding for waterfront or trail system projects are discussed below.

It should also be noted that in addition to the grant programs listed, the Village could pursue a direct federal appropriation for implementing large projects. To be effective with this method of funding, the Village would need to make a concerted effort to actively lobby Senators and Congressmen to earmark funds in a federal appropriations bill.

Knowles-Nelson Stewardship Program

Through the Stewardship program, the WDNR provides up to 50% funding assistance for local land acquisition or facility development for nature-based outdoor recreation purposes. Under grant restrictions, the land must be kept in outdoor recreation permanently. Competition for acquisition and park development funds are by WDNR region, meaning that the Village will only compete against other projects in the Northeast Region for funding. The Village successfully applied for Stewardship funds for the acquisition of both the Helms and Johnson property additions to Waterfront Park, securing $551,197 and $1,496,023 from the grant's Urban Green Space Program, respectively.

Recent regulations in the reauthorization of the Stewardship program added language that acquisition grants must specifically provide for "hunting, trapping, fishing, hiking, cross country skiing, and other activities where the primary focus or purpose in the appreciation or enjoyment of nature." Because of this clause, projects must allow hunting and trapping activities unless specifically prohibited by local ordinance as they are within the Village limits of Sister Bay.

For facility development, the following components of the Waterfront District Master Plan would be available to receive funding:

- Construction of the beach.
- A beach changing facility or restroom improvements, so long as any new building is kept to a small-scale structure with limited indoor gathering areas (i.e. includes restrooms and changing areas, but not a community center). An attached covered outdoor picnic facility would be acceptable.
- Walks and picnic areas.
- Utilities and lighting.
- Interpretive signs.
- Landscaping.
- Land surveys, pre-engineering and project design activities.

Active sports recreation facilities are excluded from funding, which includes sand volleyball nets and playground equipment. Marina facilities are also not eligible.

Coastal Management Grant Program

The Wisconsin Coastal Management Program sponsors several different grants targeted at the management, protection, and restoration of Wisconsin's Great Lakes. The most applicable funding categories within this program for the Sister Bay waterfront are Coastal Land Acquisition and Public Access/Historic Preservation. Land acquisition grants may be explored in the future to help purchase additional property. Public Access/Historic Preservation grants fund low-cost construction projects such as parks, walkways, trails, piers, viewing decks, removal of pilings or outdated structures, historic building restorations, and public access facilities. Projects must include an educational or resource protection component. Funds cannot be used for dredging, marinas, or breakwater construction.

The Village pursued a WCMP grant in 2011 for the beach expansion. The project was not awarded a grant, and comments stated that it was a great project in a highly competitive year.

WCMP grants in 2013 for construction projects ranged in size from $4,400 to $90,000. Informational workshops are typically held in August or September to discuss potential projects, the application process, and funding priorities.

C.D. Besadny Conservation Grant

The C.D. Besadny Conservation Grants fund small-scale conservation projects, with a typical grant size of $100 to $1,000. Grants must be fully matched with local funds or volunteer labor and/or material donations. Potential projects that could apply for these funds are:

- Installation of natural vegetation features.

Planned beach improvements, Waterfront District Master Plan

- Construction of interpretive signs which discuss natural history, stormwater treatment, or local flora/fauna.
- Construction of trails on the utility easements linking the waterfront to the Sports Complex.

Boating Infrastructure Grant Program (BIG)

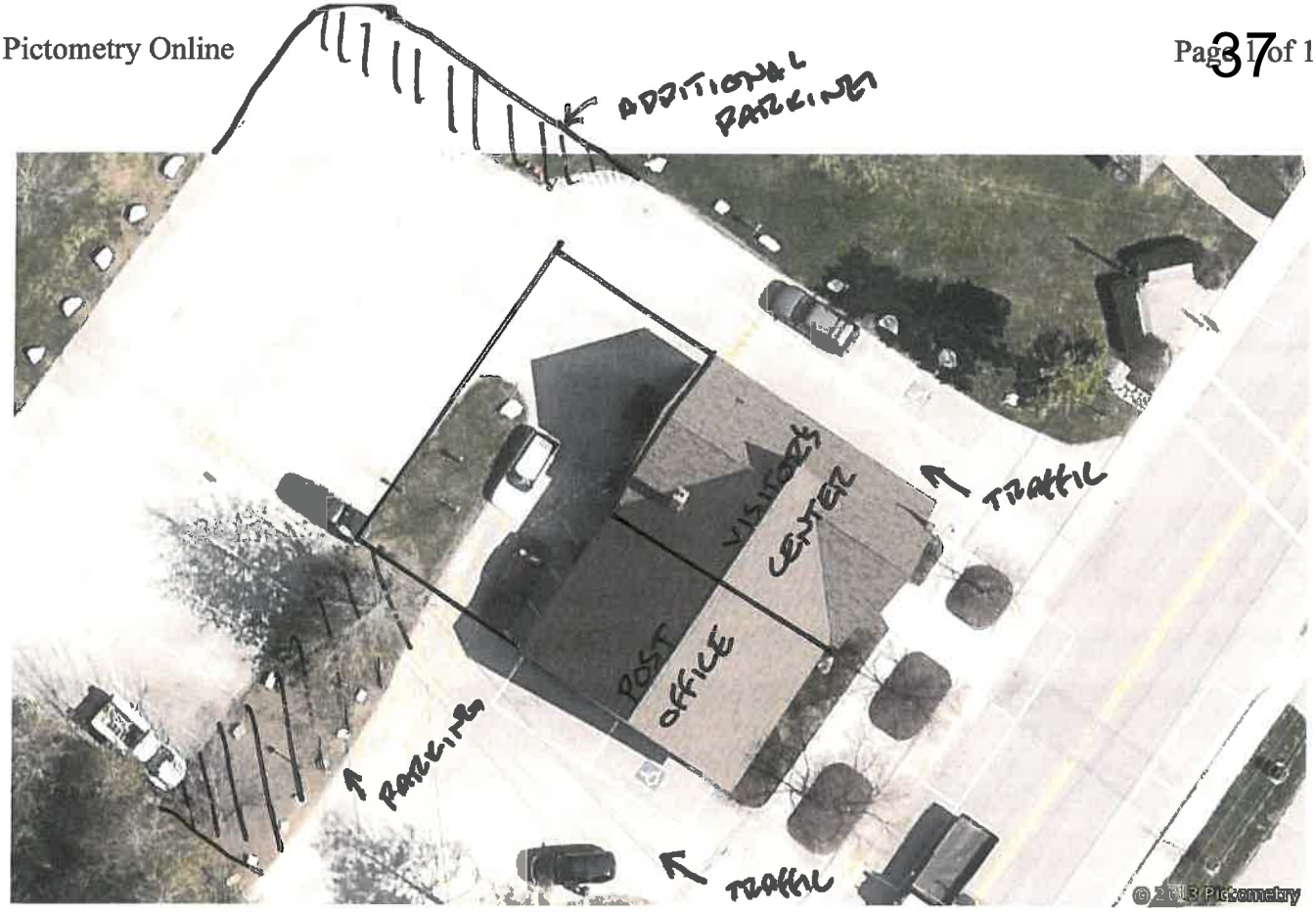
The BIG is a U.S. Fish and Wildlife Service program that provides up to a 75% match for transient recreational boating facilities, including slips, breakwaters, restrooms, utilities, and fueling stations. State agencies must apply to the USFWS for funding, which is given in both nationally competitive and non-competitive formats. Each state can apply for up to $100,000 in non-competitive (Tier 1) funds per year for eligible projects. After awarding the non-competitive funds, approximately $6-9 million remains to be distributed in a nationally competitive (Tier 2) application program. Grants under the Tier 2 program typically range from $30,000 to $1.5 million. There are no maximum or minimum limits set on project construction costs; however, all applications must go through the WDNR. Any future transient dockage improvements within the marina would be ideally suited to pursue funds through this program.

Transportation Alternatives Program

The Transportation Enhancement Program (TE), Safe Routes to School (SFTS), and Bicycle and Pedestrian Facilities Program (BPFP) are federal reimbursement programs administered through the Wisconsin Department of Transportation (WisDOT). These monies could be used to fund shared-use trails throughout the Village. Grants can also be used to fund design for future construction projects. Competition is high for these funds, and up to 80% of the cost of the project is covered. Infrastructure projects must cost at least $300,000, and non-infrastructure projects must cost at least $50,000 to be considered for funding. If awarded a grant, the Village would have to finance the entire project and then submit forms for reimbursement. Applications are due on a biannual basis.

Program Name	Administered By	Applies To	Matching Requirements	Application Cycle	Contact
Boating Infrastructure Grant Program (BIG)	U.S. Fish and Wildlife Service and Wisconsin Department of Natural Resources	Development of facilities for transient recreational boaters (26' length or greater), including slips, breakwaters, restrooms, utilities, fueling stations, and pumpout stations.	Up to 75% Federal Match	Yearly Next Application October 2014	Carol Bentzler WI Department of Natural Resources P.O. Box 7921 Madison, WI 53707-7921 (608) 266-5687 carol.bentzler@wisconsin.gov
C.D. Besadny Conservation Grant	Natural Resources Foundation of Wisconsin	Local conservation projects including kiosks and interpretive signs, installation of natural vegetation, trail construction, and other projects that benefit the public.	50% State 50% Local (cash or volunteer effort), Grants of $100 to $1,000	Yearly Next Application September 6, 2014	Natural Resources Foundation of Wisconsin PO Box 2317 Madison, WI 53701-2317 (866) 264-4096 http://www.wisconservation.org/
Coastal Management Grant Program	Wisconsin Department of Administration, WI Coastal Management Program (WCMP)	Coastal land acquisition, wetland protection, habitat restoration, nonpoint source pollution control, coastal resource and community planning, education, public access, and historic preservation.	50-60% match, depending on project size Grants in 2013 ranged from $4,400 to $90,000	Yearly Next Application for 2015-2016 Grants November 2014, pre-submittal workshops August-September 2014	Wisconsin Coastal Management Program PO Box 8944 Madison, WI 53708-8944 (608) 267-7982 coastal@wisconsin.gov
Knowles-Nelson Stewardship Program	Wisconsin Department of Natural Resources	Acquiring land for conservation and recreation purposes and developing and improving outdoor recreational facilities. Includes engineering design services, which may be incurred prior to grant award.	Up to 50% State Match	Yearly Next Application May 1, 2015	Chris Halbur WI Department of Natural Resources 2984 Shawano Avenue Green Bay, WI 54313-6727 (920) 662-5121 christine.halbur@wisconsin.gov
Land and Water Conservation Fund (LWCF)	Wisconsin Department of Natural Resources	Federal appropriation program that applies to the planning, acquiring, and developing of State and local recreation areas.	50% State 50% Local	Yearly Next Application May 1, 2015 (same application form as Stewardship)	Chris Halbur WI Department of Natural Resources 2984 Shawano Avenue Green Bay, WI 54313-6727 (920) 662-5121 christine.halbur@wisconsin.gov

Program Name	Administered By	Applies To	Matching Requirements	Application Cycle	Contact
Recreational Boating Facilities Program	Wisconsin Department of Natural Resources, WI Waterways Commission	Construction of water and land-based facilities for recreational power boat users (ramps, breakwaters, channel dreding, etc.). Also funds engineering costs for construction documents. Maintenance dredging and finger pier construction are not eligible.	Up to 50% State Match	Quarterly Rolling application process	Chris Halbur WI Department of Natural Resources 2984 Shawano Avenue Green Bay, WI 54313-6727 (920) 662-5121 christine.halbur@wisconsin.gov
Recreational Trails Act	Wisconsin Department of Natural Resources	Funded by Federal gas excise taxes to develop and maintain recreational trails and trail-related facilities.	20%-50% Local Match	Yearly Next Application May 1, 2015 (same application form as Stewardship)	Chris Halbur WI Department of Natural Resources PO Box 10448 Green Bay, WI 54307-0448 (920) 662-5121 halbuc@dnr.state.wi.us
Transportation Alternatives Program including Transportation Enhancements Program (TE), Safe Routes to School (SRTS), and Bicycle and Pedestrian Facilities Program (BPFP)	Wisconsin Department of Transportation	Providing facilities for pedestrians and bicycles and streetscaping / landscaping.	80% State 20% Local	Yearly Pre-Scoping Applications December 2014	Northeast Regional Coordinator Sandy Carpenter (920) 492-5681 sandra.carpenter@dot.wi.gov
Urban Forestry Assistance Grants	Wisconsin Department of Natural Resources	Urban forestry plans, inventories, public awareness programs or materials, and tree planting, maintenance or removal.	50% Local Match	Yearly Next Application October 2014	Tracy Salisbury 2984 Shawano Ave., P.O. Box 10448 Green Bay, WI 54307 (920) 662-5450 salist@dnr.state.wi.us
Urban Nonpoint Source Grant Program	Wisconsin Department of Natural Resources	Construction projects designed to control storm water discharge quality such as detention ponds, filtration, and infiltration practices.	Up to 50% State Match	Yearly Next Application April 2015	Erin Hanson 2984 Shawano Ave. Green Bay WI 54313-6727 (920) 662-5419 ErinE.Hanson@wisconsin.gov



Post office

Print Date: 06/10/2014
Image Date:05/01/2013
Level: Neighborhood

OPTION 1

CURRENT POST OPERATIONS +
VISITOR CENTER FRONTING ON BAY SHORE DR.

Post Office

Print Date: 06/10/2014
Image Date:05/01/2013
Level: Neighborhood

OPTION 2

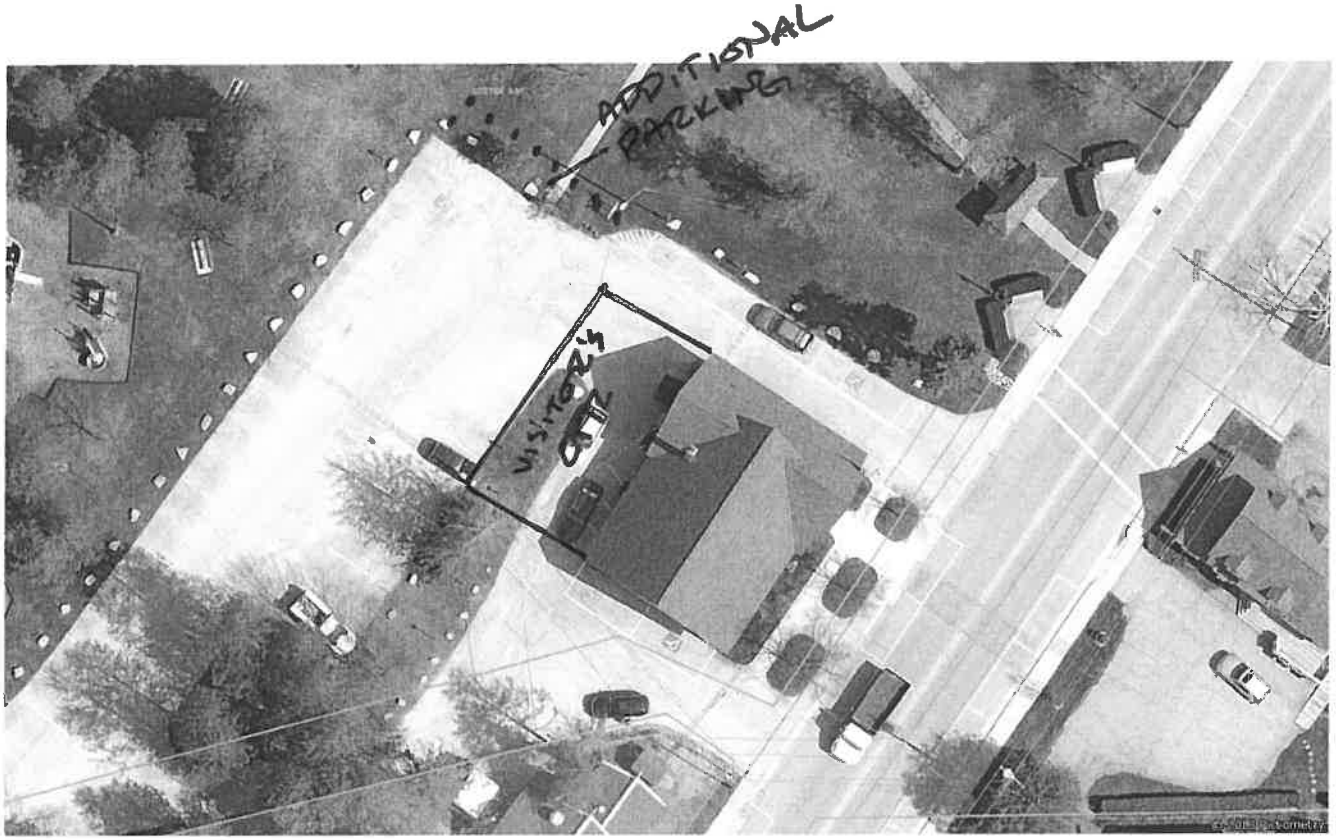
- LOSE ACCESS TO POST OFFICE DRIVEWAY
- POTENTIALLY SHIFT DRIVEWAY NORTH
- 30 x 45 VISITOR'S CENTER
- NO DISRUPTION TO POST OFFICE

Post Office

Print Date: 06/10/2014
Image Date:05/01/2013
Level: Neighborhood

OPTION 3

- ASK POST OFFICE TO CONSOLIDATE OPERATIONS REMOVING RURAL CARRIERS.
- TURN SOUTH END OF BUILDING INTO VISITOR'S CENTER



Post Office

Print Date: 06/10/2014
Image Date:05/01/2013
Level: Neighborhood

OPTION 4

- 30 x 60 BUILDING ON BACK
- WILL NEED TO ADD POST OFFICE LOADING DOCK ON SOUTH OF BUILDING

Post Office

Print Date: 06/10/2014
Image Date:05/01/2013
Level: Neighborhood

OPTION 5

- REMOVE ROOF & CREATE 2 STORY BUILDING WITH VISITOR'S CENTER ON 2ND FLOOR
- CANNOT EXCEED 35' IN HEIGHT.

UNITED STATES POSTAL SERVICE.

Exercise of Renewal Option

Facility Name/Location:

SISTER BAY- MAIN OFFICE (567630-001)
621 N BAY SHORE DR, SISTER BAY, WI 54234-9434

County : Door
Project No: J61218

To
VILLAGE OF SISTER BAY
P O BOX 769
SISTER BAY, WI 54234-0769

Certified Mail #
70053110000357096054

Issuing Office

62 Stratford Drive
Bloomingdale, IL 60117-7000

Date of Existing Lease: 05/19/1986

The existing Lease has no amendments.

Pursuant to the Lease covering this facility, the Postal Service hereby exercises its option to renew said Lease as follows:

Term: 5 Years From (Date): 03/01/2011 To (Date): 02/29/2016 Annual Rate: $ 16,200.00

In all other respects, the said Lease shall remain the same and is hereby confirmed.

Remarks

Thank you for providing space for postal operations.

Date 2/19/08

Name of Contracting Officer
Joyce Tillman

Signature Tillman

Renewalopt 01/2005

UNITED STATES POSTAL SERVICE

Exercise of Renewal Option

Facility Name/Location SISTER BAY - MAIN OFFICE
621 BAY SHORE DR SISTER BAY WI 54234-9998

County: Door
Project: J68833

TO
VILLAGE OF SISTER BAY
PO BOX 769
SISTER BAY WI 54234-0769

Issuing Office
Great Lakes FSO
62 Stratford Dr
Bloomingdale IL 60117-7000

Date of Existing Contract: 05/19/1986 9137 0739	Options available (Number and Years) 2 Option(s) covering 10 Years

Pursuant to the contract with you covering this facility, the Postal Service hereby exercises its option to renew said contract as follows:

Term: 5 years	From (Date): 03/01/2006	To (Date): 02/28/2011	Annual Rate: $14,700.00

There is/are 1 renewal option(s) remaining. In all other respects the said contract shall remain the same and is hereby confirmed.

Remarks
Thank you for providing us with this space.

Certified # 7001 1140 0003 9137 0739

Date	Name of Contracting Officer	Signature
04/01/2003	BRAD MEADOR	Brad Meador

RERENEWAL (Nov 97, v2.00, P)

☐ Postmaster ☐ RES ☐ District

UNITED STATES POSTAL SERVICE

Exercise of Renewal Option

Facility Name/Location SISTER BAY - MAIN OFFICE
621 BAY SHORE DR SISTER BAY WI 54234-9998

County: DOOR
Project: I85583

TO VILLAGE OF SISTER BAY
PO BOX 769
SISTER BAY WI 54234-0769

Certified Mail #: P244612197

Issuing Office
Kansas City FSO
6800 W 64TH ST STE 100
Overland Park KS 66202-4179

Date of Existing Contract: 05/19/1986

Options available (Number and Years)
3 Option(s) covering 15 Years

Pursuant to the contract with you covering this facility, the Postal Service hereby exercises its option to renew said contract as follows:

Term: 5 years	From (Date): 03/01/2001	To (Date): 02/28/2006	Annual Rate: $13,400.00

There is/are 2 renewal option(s) remaining. In all other respects the said contract shall remain the same and is hereby confirmed.

Remarks

THANK YOU FOR PROVIDING SPACE FOR POSTAL OPERATIONS. IN ORDER TO UPDATE OUR FILE, PLEASE COMPLETE AND RETURN THE ENCLOSED DESIGNATION OF EMERGENCY REPAIR PERSONNEL FORM, USING LOCAL BUSINESSES WHENEVER POSSIBLE.

Date	Name of Contracting Officer	Signature
03/10/1999	GAIL STOLLENWERK	Gail Stollenwerk

RERENEWAL (Nov 97, v2.00, P)

☐ Postmaster ☐ RES ☐ District

U.S. POSTAL SERVICE

AGREEMENT TO LEASE

MAIN OFFICE, STATION, BRANCH, ETC.	CITY, COUNTY, STATE AND ZIP CODE
Main Post Office	Sister Bay, Door County, Wisconsin 54234

1. The undersigned hereby agree(s), upon acceptance of this agreement by the Postal Service:
(a) To lease for postal purposes the premises described below from the first day of the month following acceptance by the Postal Service of the completed building and/or any contemplated improvements, additions, repairs or remodeling.
(b) That the basic term and consecutive and separate renewal options, together with the annual rental therefor, payable in equal monthly installments at the end of each calendar month shall be as follows:

BASIC LEASE TERM Ten (10) YEARS AT $ 10,677.00 PER ANNUM

RENEWAL OPTION TERM	NO. OF YEARS	AT PER ANNUM RENTAL	RENEWAL OPTION TERM	NO. OF YEARS	AT PER ANNUM RENTAL
FIRST	5	$ ~~12,000.00~~ 12,350	FOURTH	5	$ ~~15,072.00~~ 16,200
SECOND	5	$ ~~13,200.00~~ 13,400	FIFTH	D E	$ L E T E
THIRD	5	~~$ 14,520.00~~ 14,700	SIXTH	D E	$ L E T E

(c) That all other terms and conditions of the basic lease term shall remain the same during the renewal option terms unless stated otherwise herein. The Postal Service will give 30 days prior written notice of exercise of renewal options.

2. (a) The property to be leased is located at: *(Insert legal description including street address and number.)*

621 North Bay Shore Drive, Sister Bay, Wisconsin.

J L Van Ay 2/6/85

and which property will contain areas and spaces, improvements and appurtenances furnished and provided in accordance with Postal Service Drawing(s) No(s). _____

_____ which said drawings are made a part of this agreement by reference thereto.

2. (b) ~~The property to be leased is located at (Insert legal description including street address and number.)~~

upon which is or will be located a one story stone building known as Main Post Office and which property contains areas and spaces, improvements and appurtenances as shown on attached Drawing(s) No(s). see Paragraph 9 of this Agreement to Lease. dated _____, which said drawings are made a part of this agreement by references thereto, and/or described as:

AREA	DIMENSIONS	NET SQ. FT.	AREA	DIMENSIONS	NET SQ. FT.
FIRST FLOOR	30'5"x 38'3" +23'8"x40'5"	2132	DRIVEWAY (Joint Use)	15'x 70'	1050
SECOND FLOOR			PARKING & MANEUVERING	Irregular	2916
BASEMENT OR CELLAR			OTHER		
PLATFORM		80			

2. (c) The Postal Service shall have the exclusive use and occupancy of the spaces and areas heretofore described, except as follows:

Joint Use Driveway of 1,050 square feet (15' x 70')

3. The undersigned agrees in consideration of the aforesaid rental:

(a) To furnish and provide the premises in accordance with Form 7400-A, General Conditions to Form 7400, which said conditions are made a part of this agreement by reference thereto.

(b) That said building and/or said improvements, additions, repairs or remodeling shall be completed to the satisfaction of the Postal Service not later than 160 calendar days nor before 30 calendar days after acceptance of this agreement.

(c) To furnish and pay for the following:

Provide equipment for heat, electricity, plumbing and air conditioning.
USPS shall pay the recurring monthly utility charges for heat, electricity, air conditioning, water and sewerage service, snow and trash removal provided each is separately metered for Postal use ONLY.
Lessor shall pay all taxes.

DELETE (d) DELETE To maintain the premises and items furnished in this agreement in good repair and tenantable condition during the continuance of the lease.

(e) If this agreement is submitted in response to an advertisement confining all bids to a certain site on which the Postal Service holds an assignable option to purchase, to accept an assignment of the option and to exercise said option in accordance with its terms, within 30 days from the date the Postal Service assigns the option to the undersigned or prior to the expiration date of the option whichever is the sooner. The undersigned shall furnish the Postal Service a *photostatic or certified copy* of the conveyance immediately upon its delivery to the undersigned.

(f) If Performance and Labor and Material Payment Bonds are required, to submit such bonds within 20 days after acceptance of this agreement.

4. This agreement shall be binding and irrevocable on the part of the undersigned for a period of 60 days following the date specified for the opening of bids. If no such date has been specified, this agreement shall be binding and irrevocable on the part of the undersigned for a period of 90 days from the date of the agreement.

5. The undersigned further agree(s) that the following paragraphs, riders, drawings, specifications, forms and/or documents are added and are made a part of this agreement:

Paragraph 8, PS Form 7449-F, Maintenance Rider
Paragraph 9
Paragraph 10 and Paragraph 11.
PS Form 7400-A, Paragraph 26, Claims and Disputes (dated May 1983).

Signature page of this Agreement to Lease will be signed by all parties as indicated in Paragraph 2 of PS Form 7400-A, General Conditions, dated March 1982, revised Feb. 1984, attached hereto and made a part hereof.
PS Form 7400-A, dated March 1982, revised February 1984, is attached hereto and made a part hereof.

6. The undersigned acknowledges that the following paragraphs were deleted from this agreement prior to execution:

Paragraph 1(b) - 5th and 6th Renewal Options
Paragraph 2(b)
Paragraph 3(d)
PS Form 7400-A: Portions of Paragraph 4(c)(e) and (j)
Paragraph ~~4(j)~~ 4(h) in its entirety.
Paragraph 25 in its entirety.

7. The undersigned is legally qualified to execute a lease to the Postal Service, has read the "U.S. Postal Service Lease, Form 7449 and documents" incorporated therein by reference, and agree(s) to execute same without delay on request of the Postal Service, with the exception of the following paragraphs which are to be deleted before execution of the lease:

Paragraphs 10(a) and 10(b)
Paragraph 11(a), 11(b) and 11(c)
Paragraph 5(e) and 5(f)
PS Form 7400-A: Portions of Paragraph 4(c)(e) and (j)
Paragraph 4(j) in its entirety.
Paragraph 25 in its entirety.

Paragraph 8

MAINTENANCE RIDER

(a) The term "demised premises" as used in this section includes the premises themselves, the improvements and appurtenances to such premises, all equipment and fixtures furnished or to be furnished by the lessor under this lease, and all common or joint use areas that are part of this lease.

(b) The Postal Service shall be responsible for ordinary repairs to and maintenance of the demised premises except for those repairs that are specifically made the responsibility of the lessor in this lease. The Postal Service's responsibilities as stated herein shall be fulfilled at such time and in such manner as the Postal Service considers necessary to keep the demised premises in proper condition.

(c) The lessor shall be responsible for:

(1) repairs to all common or joint use areas that may be included as part of this lease agreement;

(2) all structural repairs to the demised premises: Structural repairs as used in this subsection shall be limited to the foundation, bearing walls, floors *(not including floor covering)*, column supports and all parts of the roof system *(including, but not limited to, roof covering, flashing and insulation);*

(3) repairs resulting from Acts of God or of a public enemy;

(4) repairs resulting from defects in building construction or installation of equipment, fixtures or appurtenances furnished by the lessor;

(5) repairs resulting from fire or other casualties unless such casualties were caused by the acts or negligence of employees or agents of the Postal Service;

(6) any ordinary repairs by the Postal Service which were made necessary by the failure of any element for which the lessor is responsible;

(d) When the need arises for repairs which are the responsibility of the lessor, the Postal Service shall *(except in emergencies)* give the lessor written notice of the needed repair and shall specify a reasonable deadline for completion of the work. A copy of such notice shall also be sent by certified or registered mail to Lessor's mortgagee and assignee of monies due or to become due pursuant to this lease. These names will have been furnished to the Postal Service by the lessor. If none of these parties *(lessor, mortgagee or assignee)* proceed with the work with such diligence so as to ensure completion within the time specified in the notice *(or any extension thereof granted at the sole discretion of the Postal Service)* or actually fails to complete the work within said time, the Postal Service shall have the right to perform the work, by contract or otherwise, and withhold the cost of such work from payments due under this lease. Alternatively, the Postal Service may at its sole discretion, cancel this lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

* All unexpired warranties, guarantees and service contracts for the demised premises covering but not limited to mechanical, heating, plumbing and electrical equipment, hardware, fixtures and installed finishing materials, will be forwarded to the Postal Service at the time the lessor signs the lease, and thereafter upon receipt of same when equipment, services or material are installed/provided at the demised premises. Said warranties, guarantees and service contracts are to be mailed to Field Real Estate & Buildings Office, P. O. Box 69069, St. Paul, MN 55169-0069.

*Rev. 7/84 FREBO, St. Paul

Agreement to Lease
Sister Bay, WI 54234

Paragraph 9. The lessor hereby agrees to perform the necessary tasks to accomplish the expansion and remodeling of the present post office all in accordance with Specifications, dated June 1, 1985, and drawings labeled "Remodeling and Enlargement of Existing United States Post Office in Sister Bay, Wisconsin dated June 10, 1985. Both specifications and drawings designed by M. J. Till, Design-Planning-Consultation, Highway 42, Ellison Bay, Wisconsin.

Paragraph 10. This agreement is based upon the low bid of Highview Builder, Myron Beard, Ellison Bay, Wisconsin. The Postal Service agrees to pay in a lump sum upon completion and acceptance of the building the amount of $67,179.00. Further, the Postal Service agrees to pay architect's fees in the amount of $3,200.00.

Paragraph 11. This Agreement to Lease and the subsequent lease (PS Form 7449) will cancel and supersede Lease Extension Agreement with an effective rental date of July 1, 1985, dated August 13, 1985, as per Paragraph 1(a) of this Agreement to Lease.

IN WITNESS HEREOF, I (we) have hereunto set my (our) hand(s) and seal(s) this day of 19

Village of Sister Bay
(Unincorporated Company, Firm, or Copartnership Name)

SEAL _____ (A _____ Corporation)
(Corporate Name) (State)

By J Curt Lundem
J. Curt Lundem
Its Village President
(Title)

By John J. Ostrom
Its Village Clerk
(Title)

511 Bay Shore Drive, Sister Bay, WI 54234
(Street, City, State & ZIP Code Address of Bidder) (Telephone No. of Bidder)

ACCEPTANCE BY THE POSTAL SERVICE

The annual rental amounts of the renewal option terms were changed to $12,350.00; $13,400.00; $14,700.00 and $16,200.00, respectively.

Field Real Estate & Buildings Office
P. O. Box 69069
St. Paul, MN 55169-0069

THE UNITED STATES POSTAL SERVICE

By Bruce Davison

Title R. BRUCE DAVISON, Manager, RE Branch
(Contracting Officer)

Aug 20/85
(Date of Acceptance)

DATE OF ACCEPTANCE BY Postal Service: 10-4-85

PS Form 7400 (Page X) 5
Nov. 1974

★ U.S.GOVERNMENT PRINTING OFFICE:1975- 651-863/139

PROPOSAL

HIGHVIEW BUILDER
MYRON BEARD
ELLISON BAY, WI 54210

No.
Date 7/9/85
Sheet No.

Proposal Submitted To:

Name Sister Bay Post Office
Street
City
State Wis.
Phone

Work To Be Performed At:

Street
City State
Date of Plans 6/10/85
Architect M. J. Till

We hereby propose to furnish the materials and perform the labor necessary for the completion of

To Include Per Plan
Material & Labor for the Following.

Masonry, Plumbing, Heating, Painting,
Electical, Tile, Plaster, Drywall,
Ceiling Tile, Windows, Doors,
Atles Rolling Aluminuim Grill,
Bulliton Boards, Partition, Sign,
Carpentry & Carpentry Material.

Alternate B Deduct $ 2,875.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of Dollars ($ 67,179.00).

with payments to be made as follows:

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by

Respectfully submitted Myron Beard

Per

Note—This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature

Date Signature

REPRESENTATIONS AND CERTIFICATIONS

Page	Of
USPS Solicitation No.	
Date of Offer	Aug 20/85

NAME & ADDRESS OF OFFEROR	(No., Street, City, State & ZIP Code) Village of Sister Bay Sister Bay, WI 54234

The offeror makes the following representations & certifications as a part of the offer identified above.

INSTRUCTIONS	*(Check and complete all applicable boxes or blocks. The term 'offer' means bid where the procurement is advertised, and proposal where the procurement is negotiated.)* *NOTE.—Offers must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.*
1. **TYPE OF ORGANIZATION**	He operates as an ☐individual, ☐partnership, ☐joint venture, ☐corporation, ☒a nonprofit organization incorporated in the State of_____.
2. **REGULAR DEALER/ MANUFACTURER**	*(Check only for supply contracts where the offer exceeds $10,000.)* He is a ☐regular dealer in, ☐manufacturer of, the supplies offered.
3. **PARENT COMPANY & EMPLOYER ID NUMBER**	*(A parent company is defined as one which either* **owns** *or* **controls** *the activities and basic business policies of the offeror.* **To own** *another company means the parent company owns more than 50% of the voting rights in that company.* **To control** *another company, ownership is not required; the parent company formulates, determines, or vetoes basic business policy decisions of that company.) This control may be exercised through the use of dominant minority voting right, use of proxy voting, contractual arrangements or otherwise.* Is the offeror owned or controlled by a parent company? ☐ Yes ☐ No If the answer is 'Yes', the offeror must complete parts a, b, & c. If the answer is 'No' complete only part d. *(The Employer's Identification Number (I.D. #) is defined as the Federal Social Security No. used on Employer's Quarterly Federal Tax Return, US Treasury Form 941.)*
	a) Name of Parent Company / b) Main Office Address of Parent Co. *(No., Street, City, State & ZIP Code)*
	c) Parent Co. ID No. / d) Offeror's ID No.
4. **BUY AMERICAN CERTIFICATE**	The offeror hereby certifies that each end product, except any end products he has listed below, is a domestic source end product *(as defined, in the clause entitled "Buy American Act")* and that components of unknown origin have been considered to have been mined, produced or manufactured outside the United States.
	Excluded End Products / Country of Origin
5. **EQUAL OPPORTUNITY**	*(Check only if offer exceeds $10,000 in amount.)* He ☐has, ☐has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause herein, the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114; he ☐has, ☐has not, filed all required compliance reports; and representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. *(The above representation need not be submitted in connection with contracts which are exempt from the Equal Opportunity clause.)*
6. **EQUAL OPPORTUNITY AFFIRMATIVE ACTION PROGRAM**	*(Check only if offer exceeds $50,000 and offeror has 50 employees or more.)* The offeror represents that (a) he ☐has developed and has on file, ☐has not developed and does not have on file, at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) he ☐has not previously had contracts subject to the written affirmation action program requirement of the rules and regulations of the Secretary of Labor. *(The above representation need not be submitted in connection with contracts which are exempt from the Equal Opportunity clause).*

*U.S.G.P.O.: 1982/654-085-1936

U.S. POSTAL SERVICE

REPRESENTATIONS AND CERTIFICATIONS

(Business Data)

Name and Address of Offeror *(No. and Street, Apt./Suite No., City, County, State and ZIP Code)*	Solicitation or Order No.
Village of Sister Bay Sister Bay, WI 54234	Date of Offer or Order

The U.S. Postal Service is Cooperating With Other Agencies of the Federal Government in the Collecting of Data Concerning Contract Awards. The Offeror is Requested to Check the Appropriate Block(s) Contained on This Form.

***NOTE:** Offers MUST set forth full, accurate and complete information as required by this solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.*

Definitions

1. SMALL BUSINESS CONCERN. A small business concern for the purposes of Postal Service procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is submitting an offer, and is of a size consistent with the standards set forth by **SBA** in CFR Part 121, or if no standard has been established, then of a size employing not more than 500 employees. *(Also see* **PCM** *Section 1, Part 7.)*

2. MINORITY BUSINESS ENTERPRISE. A minority business enterprise is a concern of which at least 51 percent is owned by, and of which the management and daily business operations are controlled by, one or more members of a minority group. *(For the purpose of this definition, minority group members are U.S. citizens who are Black Americans, Hispanic Americans, Native Americans, or Asian-Pacific Americans. The term "Native Americans" means American Indians, Eskimos, Aleuts, or native Hawaiians. "Asian-Pacific Americans" means those whose origins are from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, or Taiwan.)*

3. WOMAN-OWNED BUSINESS. A woman-owned business is a business which is at least 51 percent owned, controlled, and operated by a woman or women. Controlled is defined as exercising the power to make policy decisions. Operated is defined as actively involved in the day-to-day management.

4. LABOR SURPLUS AREA. A geographical area which at the time of award is either a section of concentrated unemployment or underemployment, a persistent labor surplus area, or a substantial labor surplus area, as defined in this paragraph.

(a) Section of concentrated unemployment or underemployment means appropriate sections of States or labor areas so classified by the Secretary of Labor.

(b) Persistent labor surplus area means an area which is classified by the Department of Labor as an area of substantial and persistent labor surplus *(also called Area of Substantial and Persistent Unemployment)* and is listed as such by that Department in conjunction with its publication *Area Trends in Employment and Unemployment.*

(c) Substantial labor surplus area means an area which is classified by the Department of Labor as an area of substantial labor surplus *(also called Area of Substantial Unemployment)* and which is listed as such by that Department in conjunction with its publication *Area Trends in Employment and Unemployment.*

5. LABOR SURPLUS AREA CONCERN. A firm which **will** perform or cause to be performed a substantial proportion of a contract in a labor surplus area.

6. EDUCATIONAL OR OTHER NONPROFIT ORGANIZATION. Any corporation, foundation, trust, or other institution operated for scientific or educational pruposes, not organized for profit, no part of the net earnings of which inures to the profit of any private shareholder or individual.

Check as Many of the Following Blocks as are Applicable to the Entity Submitting This Offer

(√) Check	Type of Business	(√) Check	Type of Business
	Labor Surplus Area		Woman-Owned Business
	Small Business		Educational or Other Non-Profit Organization
	Minority Business Enterprise	X	None of the Above Apply to This Entity

Company Representative

Printed Name and Title	Signature
[illegible]	[illegible]

ENABLING RESOLUTION

I, J. Curt Lindem, have been authorized to sign all agreements between the United States Postal Service and Village of Sister Bay, and therefore am authorized to enter into an agreement to lease building space for use by the Post Office known as Main Post Office, located in Sister Bay, Wisconsin 54234.

X J. Curt Lindem
J. Curt Lindem
Village President

X Aug 14/85
Date

The above named individual has been appointed to enter into and sign all agreements in regards to the Postal quarters mentioned above for Village of Sister Bay.

X John A. Clifton, Clerk

X Aug 24, 1985
Date

SEAL

U.S. POSTAL SERVICE

GENERAL CONDITIONS TO FORM 7400

1. DEFINITIONS

(a) "Contracting Officer" as used herein means the person executing this agreement on behalf of the Postal Service, his duly appointed successor, his authorized representative, or any person designated Contracting Officer by the Postmaster General, or his representatives.

(b) "Successful Bidder" or "Lessor" means the party whose Agreement to Lease is accepted by the Postal Service.

2. EXECUTION REQUIREMENTS

(a) All Co-owners and all other persons having or to have a legal interest in the property must execute the Agreement to Lease and the Lease. If required by the Postal Service, the bidder shall submit adequate evidence of title.

(b) If the bidder is married, the husband or wife of the bidder shall also execute the Agreement to Lease and the Lease. Marital status of individuals must be shown.

(c) Where the bidder is an unincorporated firm or copartnership, each member and the wife or husband must sign.

(d) Where the bidder as an administrator or an executor of an estate, there must be furnished a certificate of the clerk of the court or certified copy of the court order showing the appointment of the administrator or executor, together with a certified copy of the will of the deceased. If there is no will, or in the event the will of the deceased does not specifically authorize the administrator or the executor to enter into a contract to lease the proposed quarters, it will generally be necessary to furnish, in addition to the above named items, a cerified copy of a court order authorizing such administrator or executor to enter into a lease with the Postal Service.

(e) Where the bidder is a trustee, a certified copy of the instrument creating the trust must be furnished together with any other evidence necessary to establish the trustee's authority to lease.

(f) Where the bidder is a corporation, leases and lease agreements entered into must have the corporate seal affixed or in place thereof the statement that the corporation has no seal.

(g) Where the bidder is a municipal corporation, fraternal order or society, the Agreement to Lease must be accompanied with documentary evidence affirmatively establishing authority of the agent, or agents, to execute the Agreement to Lease and Lease to bind the municipal corporation, fraternal order or society for which he (or they) purports to act. The usual evidence required to establish such authority is in the form of extracts from the articles of incorporation, or bylaws, or the minutes of the board of directors duly certified by the custodian of such records, under the corporate seal. Such resolutions when required, must contain the essential stipulations embodied in the Agreement to Lease. The names and official titles of the officers who are authorized to sign the agreement to lease must appear in the document.

3. MORTGAGEE'S AGREEMENT

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the lease, the bidder shall notify the Contracting Officer of the facts concerning such mortgage, and may be required to furnish a mortgagee's subordination agreement on Form 7450, before the final lease is executed.

4. LESSOR OBLIGATIONS

The Lessor's obligations in regard to the services provided in the Agreement to Lease are further defined as follows:

(a) If fuel is furnished — Lessor shall furnish heating system of sufficient size and capacity to provide uniform temperature in all portions of the demised premises in accordance with contractual requirements, and if not specifically specified in the contractual requirements, to furnish a heating system of sufficient size and capacity to provide uniform temperature of 65 degrees F. in all portions of the demised premises, together with all fuel and filters required for proper operation of the system during the continuance of the lease.

(b) If heat is furnished—Lessor agrees to maintain uniform heating temperature in all portions of the demised premises in accordance with contractual requirements during the continuance of the lease, and to furnish necessary filters. Unless otherwise specified in the contractual requirements, uniform heating temperature of 65 degrees F. shall be provided in all portions of the demised premises during the continuance of the lease.

(c) If neither fuel nor heat is furnished — Lessor shall furnish heating system of sufficient size and capacity to provide uniform temperature in all portions of the demised premises in accordance with contractual requirements and if not specifically specified in the contractual requirements, to furnish a heating system of sufficient size and capacity to provide uniform temperature of 65 degrees F. in all portions of the demised premises. ~~together with all filters required for proper operation of the system during the continuance of the lease~~.

(d) If light is furnished—Lessor agrees to provide and install light fixtures in accordance with contractual requirements and during the continuance of the lease shall provide and install all needed replacement parts including, but not limited to, necessary fluorescent tubes and incandescent lamps, as well as paying all lighting bills.

(e) If light is not furnished and fluorescent lights are used—Lessor agrees to provide and install light fixtures in accordance with contractual requirements ~~and to provide and replace during the continuance of the lease all replacement ballasts as needed~~.

(f) If power is furnished—Lessor agrees to furnish and pay for all power during continuance of the lease.

(g) If water is furnished—Lessor agrees to furnish and pay for all water during continuance of the lease.

~~(h) Maintenance. The Lessor shall, unless herein specified to the contrary, maintain the demised premises, including the building and any and all equipment, fixtures, and appurtenances, whether severable or non-severable, furnished by the lessor under this lease in good repair and tenantable condition, except in case of damage arising from the act or the negligence of the Service's agents or employees. During the continuance of the lease, the interior of the building, including, but not limited to, the walls and ceilings, shall be repainted at least once every five (5) years unless required more often because of damage from fire or other casualty, or unless the five year period is specifically extended in writing by the Contracting Officer. For the purpose of so maintaining said premises and property, the Lessor may at reasonable times enter and inspect the same and make any necessary repairs thereto. Additionally, the Lessor shall designate maintenance repairmen for electrical emergencies, for plumbing emergencies, for heating, ventilating and air conditioning emergencies and other emergencies (windows, doors, locks, etc.), to be called in the event of an emergency situation involving maintenance of the leased property and/or equipment when the Lessor or his agent cannot be contacted within a reasonable time.~~

DELETE

(i) If sewerage service is furnished—Lessor agrees to furnish and pay for sewerage service during continuance of the lease.

(j) If air conditioning equipment is furnished—Lessor agrees to furnish air conditioning equipment in accordance with contractual requirements, ~~servicing of said equipment, including but not limited to, the replacement of necessary refrigerant and filters as required for proper operation of the equipment.~~

(k) If air conditioning is furnished—Lessor agrees to furnish air conditioning equipment in accordance with contractual requirements, servicing of said equipment, including, but not limited to, the replacement of necessary filters and refrigerant as required for proper operation of the equipment, together with power, water and other services for its operation.

5. TERMINATION FOR DEFAULT—DAMAGES FOR DELAY—TIME EXTENSIONS

(a) If the successful bidder refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the service may, by written notice to the successful bidder, terminate

agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Lessor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Lessor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Lessor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Lessor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, That in the event the Lessor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Lessor may request the United States to enter into such litigation to protect the interests of the United States.

9. FACILITIES NONDISCRIMINATION

(The following section is applicable when the leased space is in a building occupied by tenants or concessionaries in addition to the Postal Service and if the total rental under this lease exceeds $10,000 per year, or at the sole election of the Postal Service, if the total rental under this lease combined with the total rental under all other Federal Government leases of space in the building in which the space covered by this lease is located exceeds $10,000 per year.)

(a) As used in this section, the term "facility" means stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in the building in which the space covered by this lease is located.

(b) The Lessor agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, religion, color, age, sex or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility including any and all services, privileges, accommodations, and activities provided thereby.

(c) It is agreed that the Lessor's noncompliance with the provisions of this section shall constitute a material breach of this lease. In the event of such noncompliance, the Postal Service may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs of the Postal Service in acquiring substitute space, including but not limited to the cost of moving to such space.

(d) The Lessor agrees to include, or to require the inclusion of the foregoing provisions of this section *(with the terms "Lessor" and "Lease" appropriately modified)* in every agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. The Lessor also agrees that it will take such action with respect to any such agreement as the Postal Service may direct as a means of enforcing this section, including but not limited to termination of the agreement or concession.

10. NONDISCRIMINATION BECAUSE OF AGE

Pursuant to Executive Order 11141 of February 12, 1964, it is the policy of the Executive Branch of the Government that (1) contractors and subcontractors engaged in the performance of Federal contracts shall not, in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirement, and (2) that contractors and subcontractors, or persons acting on their behalf, shall not specify, in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for such employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan, or statutory requirement.

11. OFFICIALS NOT TO BENEFIT

No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the agreement be for the general benefit of such corporation or company.

12. COVENANT AGAINST CONTINGENT FEES

The Lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business. For breach or violation of this warranty the Postal Service shall have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee. Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.

13. PAYMENT FOR LABOR AND MATERIAL

If the Successful Bidder is required to furnish a Labor and Material Payment Bond, Form 7414-E, in connection with this Agreement to Lease, he agrees to post at the job site in a prominent place, a photostat or certified copy of the Labor and Material Payment Bond, Form 7414-E, where it can easily be seen by all persons who have furnished, or have been requested to furnish labor, material, or both, used or reasonably required for use in the performance of this Agreement to Lease.

14. ASSIGNMENT OF CONTRACT PROHIBITED

Neither this contract nor any interest therein shall be transferred by the party to whom such contract is given to any other party, and any such transfer may be caused for annulment of the contract transferred, so far as the Postal Service is concerned. All rights of action for any such breach of contract by the contracting parties are reserved to the Postal Service. However, assignments for security to banks, trust companies and finance corporations may be recognized.

15. LICENSES, PERMITS, SAFETY, INDEMNIFICATION

(a) The Lessor shall, without additional expense to the Postal Service, be responsible for obtaining any necessary licenses and permits required for privately owned buildings, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with the

reference.

(j) The Contracting Officer may withhold or cause to be withheld from the Lessor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Lessor or any subcontractor on the work the full amount of wages required by the contract.

(k) If the Lessor or any subcontractor fails to pay any laborer or mechanic employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Lessor, take such action as may be necessary to cause suspension of any further payments or advances until such violations have ceased.

17. OVERTIME

(a) The Lessor shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this Agreement to work in excess of 8 hours in any calendar day or in excess of 40 hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of 8 hours in any calendar day or excess of 40 hours in such workweek, whichever is the greater number of overtime hours. The "basic rate of pay", as used in this clause, shall be the amount paid per hour, exclusive of the Lessor's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination (if applicable), whichever is greater.

(b) In the event of any violation of the provisions of paragraph (a), the Lessor shall be liable to any affected employee for any amounts due, and to the Postal Service for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of $10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of 8 hours or in excess of the standard workweek of 40 hours without payment of the overtime wages required by paragraph (a).

(c) The Contracting Officer may withhold from the Lessor, from any moneys payable under the lease, such sums as may administratively be determined to be necessary to satisfy any liabilities of the Lessor for unpaid wages and liquidated damages.

18. COMPLIANCE WITH OSHA STANDARDS

To the extent this agreement is for construction, alteration, and/or repairs, the Lessor shall (i) comply with applicable Occupation Safety and Health Standards, Title 29, Code of Federal Regulations, Part 1910, promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970; (ii) comply with any other applicable Federal, State, or local regulation governing work place safety to the extent they are not in conflict with (i); and (iii) take all other proper precautions to protect the health and safety of (a) any laborer or mechanic employed by the Lessor in performance of this agreement, and (b) Postal Service employees, and (c) the public. The Lessor shall include this clause in all subcontracts hereunder and to require its inclusion in all subcontracts of a lower tier. The term "Lessor" as used in this clause in any subcontract shall be deemed to refer to the subcontractor.

19. SUBCONTRACT PROVISIONS

The Lessor agrees to insert Clauses 16, 17, 18 and 19 of this Agreement in all subcontracts hereunder and to require their inclusion in all subcontracts of lower tier. The term "Lessor" as used in these clauses in any subcontract shall be deemed to refer to the subcontractor.

20. SITE

Bidders shall examine the site and be thoroughly acquainted with conditions thereon. The Lessor shall be responsible for site conditions including but not limited to subsurface or latent physical conditions or unknown physical conditions of an unusual nature differing materially from those ordinarily encountered.

21. DESIGN AND APPROVAL REQUIREMENTS

(The following clause is applicable (1) except to the extent otherwise specified, or (2) unless complete working drawings and specifications are furnished by the Postal Service.)

(a) The Lessor shall employ the services of an architect-engineer, who is licensed to practice in the state in which the facility is located, to prepare for the approval of the Postal Service, complete specifications and working drawings including architectural, structural, mechanical, electrical and site improvement work for the construction of the facility in accordance with all requirements included in this Agreement to Lease. All final drawings shall bear the appropriate registration seal. In determining the total cost of a project, bidders shall take into consideration architectural and engineering fees.

(b) All submissions required for approval by the Postal Service shall be correlated, checked and signed by a responsible official of the architect-engineer's firm and shall be accompanied by a certification in the following format:

"I certify that all phases of this project (1) have been coordinated and checked for accuracy, (2) are complete in accordance with all applicable requirements, and (3) are in compliance with local building codes and postal service requirements."

(c) All improvements, including new building(s) and all appurtenances thereto, shall be designed and constructed in conformity with all applicable local laws, ordinances, and regulations which relate to construction, safety and sanitation or, in the absence of such codes, ordinances or regulations, in conformity with one of the following codes: Southern Building Code Congress, "Southern Standard Building Code"; International Conference of Building Officials; "Uniform Building Code"; Building Officials Conference of America, Inc., "Basic Building Code". The final drawings shall be signed and sealed by the architect-engineer with this statement:

"This building has been designed and shall be constructed in strict accordance with the ____ building (regulations)(code) dated ____."

(d) The minimum requirements established by this agreement shall not be construed as lowering the standards established by the local, county, or state laws, ordinances, or regulations. When such local, county or state requirements are more stringent than the minimum requirements set forth in this Agreement to Lease, the more stringent requirements shall govern.

(e) Approval by the Postal Service of any drawings and specifications constitutes approval of general arrangement only and is not to be construed as waiving or changing any requirements set forth in this Agreement to Lease unless a deviation, waiver or other change is specifically identified and approved by the contracting officer.

(f) The successful bidder/Lessor shall be responsible, in all cases, for the proper design and coordination of architectural, structural, plumbing, electrical, heating, ventilation, airconditioning, site elements, etc., for the facility.

(g) Unless otherwise specified, no construction activity at the site may be commenced until the lessor has received written notice from the contracting officer as to approval of final drawings and specifications.

Paragraph 26 :

CLAIMS AND DISPUTES (MAY 1983)

(a) This contract is subject to the Contract Disputes Act of 1978 (P.L. 95-563, 41 USC 601-613).

(b) All disputes arising under or relating to this contract shall be resolved under this clause. References to a Disputes clause in other clauses of this contract shall be understood to be references to this Claims and Disputes clause.

(c) (i) "Claim," as used in this clause, means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

(ii) A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim under the Act. However, where such submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim under the Act.

(iii) A claim by the contractor shall be made in writing and submitted to the contracting officer for decision. A claim by the Postal Service against the contractor shall be in the form of a decision by the contracting officer.

(d) For contractor claims of more than $50,000, the contractor shall submit with the claim a certification that: (i) the claim is made in good faith; (ii) supporting data are accurate and complete to the best of the contractor's knowledge and belief; and (iii) the amount requested accurately reflects the contract adjustment for which the contractor believes the Postal Service is liable. If the contractor is an individual, the certification shall be executed by that individual. If the contractor is not an individual, the certification shall be executed by a senior company official in charge at the contractor's plant or location involved; or by an officer or general partner of the contractor having overall responsibility for the conduct of the contractor's affairs. Claims less than $50,000 need not be certified.

(e) Any claim which is not disposed of by agreement shall be decided by the contracting officer who shall issue a decision in writing and shall mail or otherwise furnish a copy of the decision to the contractor. For contractor claims over $50,000, the contracting officer must decide the claim within 60 days or notify the contractor of the date when the decision will be made. For contractor claims of $50,000 or less, the contracting officer must render a decision within 60 days. The contracting officer's decision shall be final and conclusive and not subject to review by any forum, tribunal, or government agency unless:

(i) The contractor appeals such decision to the Postal Service Board of Contract Appeals within 90 days after the date the contractor receives the contracting officer's final decision; or

(ii) The contractor brings an action directly on the claim in the United States Claims Court within 12 months after the date the contractor receives the contracting officer's final decision.

(f) The authority of the contracting officer under the Act does not extend to claims or disputes which other agencies are expressly authorized by statute or regulation to decide.

(g) The Postal Service shall pay interest on the amount found due on a contractor's claim from the date the contracting officer receives the claim (properly certified, if required, in accordance with d, above), or from the date payment would otherwise be due, if that date is later, until the date of payment. Simple interest will be paid at the rate, established by the Secretary of the Treasury, which is applicable when the contracting officer receives the claim and then at the rate fixed by the Secretary for each successive six-month period in which the claim is pending.

(h) Except as the parties may otherwise agree, pending final resolution of a claim by the contractor arising under the contract, the contractor shall proceed diligently with the performance of the contract in accordance with the contracting officer's decision.

DIMENSION IV®
ARCHITECTURE PLANNING CONSTRUCTION ADMINISTRATION

May 5, 2014

Zeke Jackson, Village Administrator
Village of Sister Bay
2383 Maple Drive
Sister Bay, WI 54234

RE: CONCEPTUAL WORK ON VILLAGE HALL

Dear Zeke:

I appreciated hearing about possible changes at the Village Hall. The changes we discussed should greatly enhance the use and prominence of the Village Hall and strengthen its connection to the Park.

I understand at this point the Village is looking for "conceptual" architectural work that will describe the scope of what might be done, show how changes enhance/connect the building to the Park/Waterfront and illustrate what the remodeled Village Hall might look like.

The changes described involve a good amount of construction work, perhaps hundreds of thousands of dollars. Though the Architectural/Engineering fees for the project are not really a "percentage" of construction, percentage of construction does provide a sense of the A/E costs. For a remodeling project like this, fees might be 7% or less to 12% or more of the cost of the construction. 3 factors determine fee:

- Amount/Size of change (Cost) — Higher construction cost = lower A/E fee percentage
- Complexity (Structural, HVAC, etc) — Less complexity = lower A/E fee percentage
- "Parts" (Remodel 1 item vs 5 items) — Fewer items = lower A/E fee percentage

I mention all of this to provide a "backdrop" to the "conceptual" work. Again, percentage of construction cost is not a good indicator of A/E fees, but it does put the work in perspective. Generally, the "concept" is around 1% of the cost of construction; a completely developed design might be 3%.

For what we have discussed, a budget of +/-$3,000 would provide a brief analysis of the existing conditions, a simple plan of what work is proposed and at least one rendering of the proposed change(s). A more comfortable budget of $5,500 would allow meetings with a broader group of stakeholders, consideration of alternatives and more realistic (and multiple) renderings.

Hope this helps. We can start as early as next week.

Sincerely,

Dan Roarty

211 N. BROADWAY, SUITE 204 ■ GREEN BAY, WI 54303 ■ (920) 431-3444 ■ TOLL FREE: (866) 431-3444
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