



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

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

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

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

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

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

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

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

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

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

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

37  
38    **Approval of the agenda:**

39    *A motion was made by Gajda, seconded by Howard that the Agenda for the January 26, 2016*  
40    *joint meeting of the Plan Commission and the Economic Development Committee be approved*  
41    *as presented. Motion carried – All ayes.*  
42

43    **Approval of minutes as published:**

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

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

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

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

6  
 7 **Business Items:**

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

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

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

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

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

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

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

47  
 48  
 49  
 50

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

50

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

50 Jackson gave the following oral report:

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

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

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

13       **Adjournment:**

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

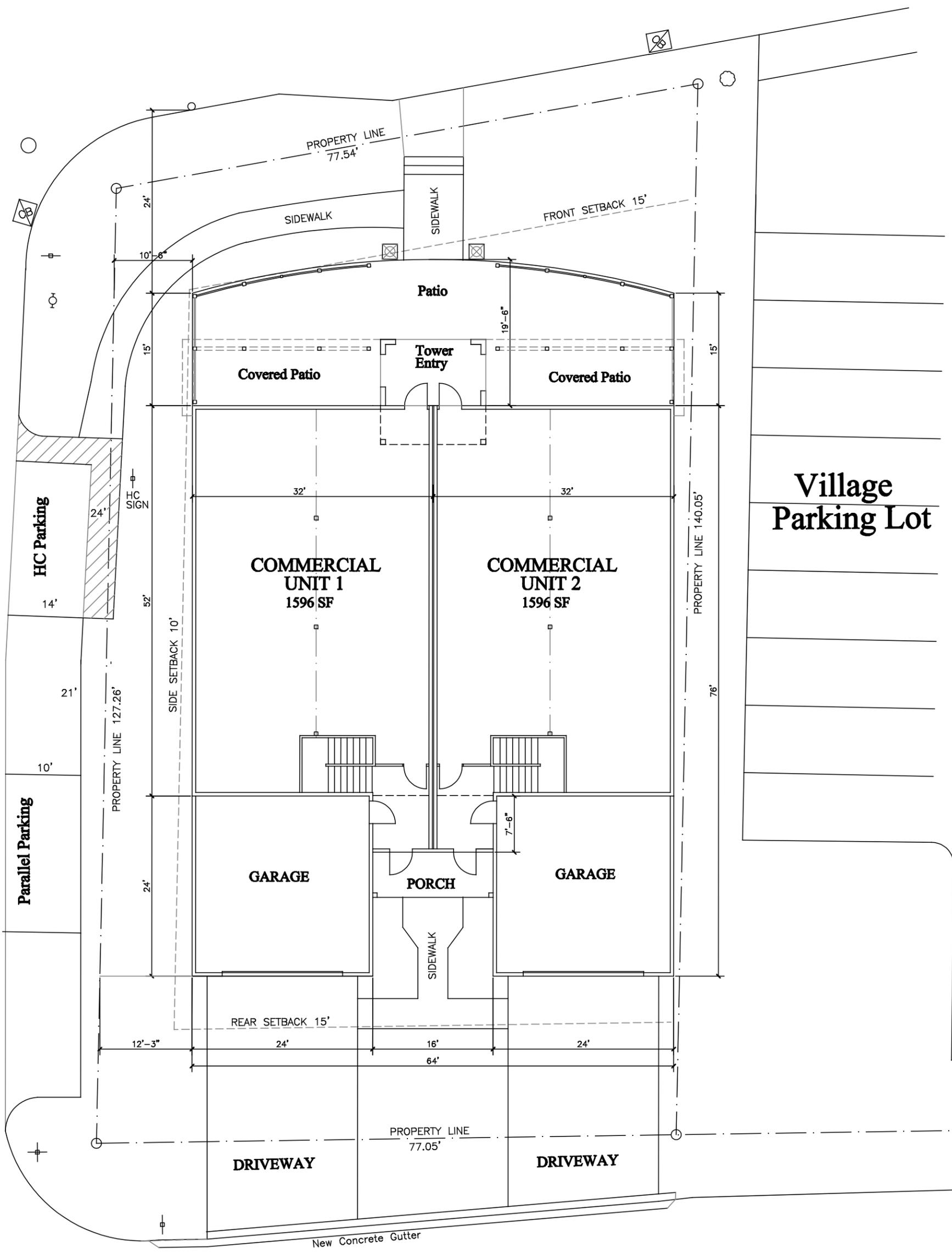
17       Respectfully submitted,

18       

19       Janal Suppanz,  
20       Assistant Administrator

Mill Road

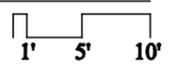
Park View Lane



Village Parking Lot

1  
SD1

**Schematic Site Plan**



**Total Lot Area :** 10,291 SF  
**Ground Floor Building Area :** 4733 SF  
**Driveways:** 894 SF  
**Patios:** 1244 SF  
**Sidewalk:** 478 SF  
**Parking on Property:** 0 SF  
**Total Impervious Surface:** 7349 SF (71.4%)  
**80% Total Impervious Surface Allowed :** 10291 SF x .80= 8233 SF Allowed

Revision	Date	No.
Site Plan Study	6-20-15	
Site Plan Study	12-14-15	
Site Plan Study	1-14-16	
Planning Summary	1-28-16	

**Schematic Site Plan**

Scale: 1" = 10'

Date: 6-20-15  
 Comm. No. SLT:PPM  
 In Charge: SLT:PPM

**Alan Gokey Development**

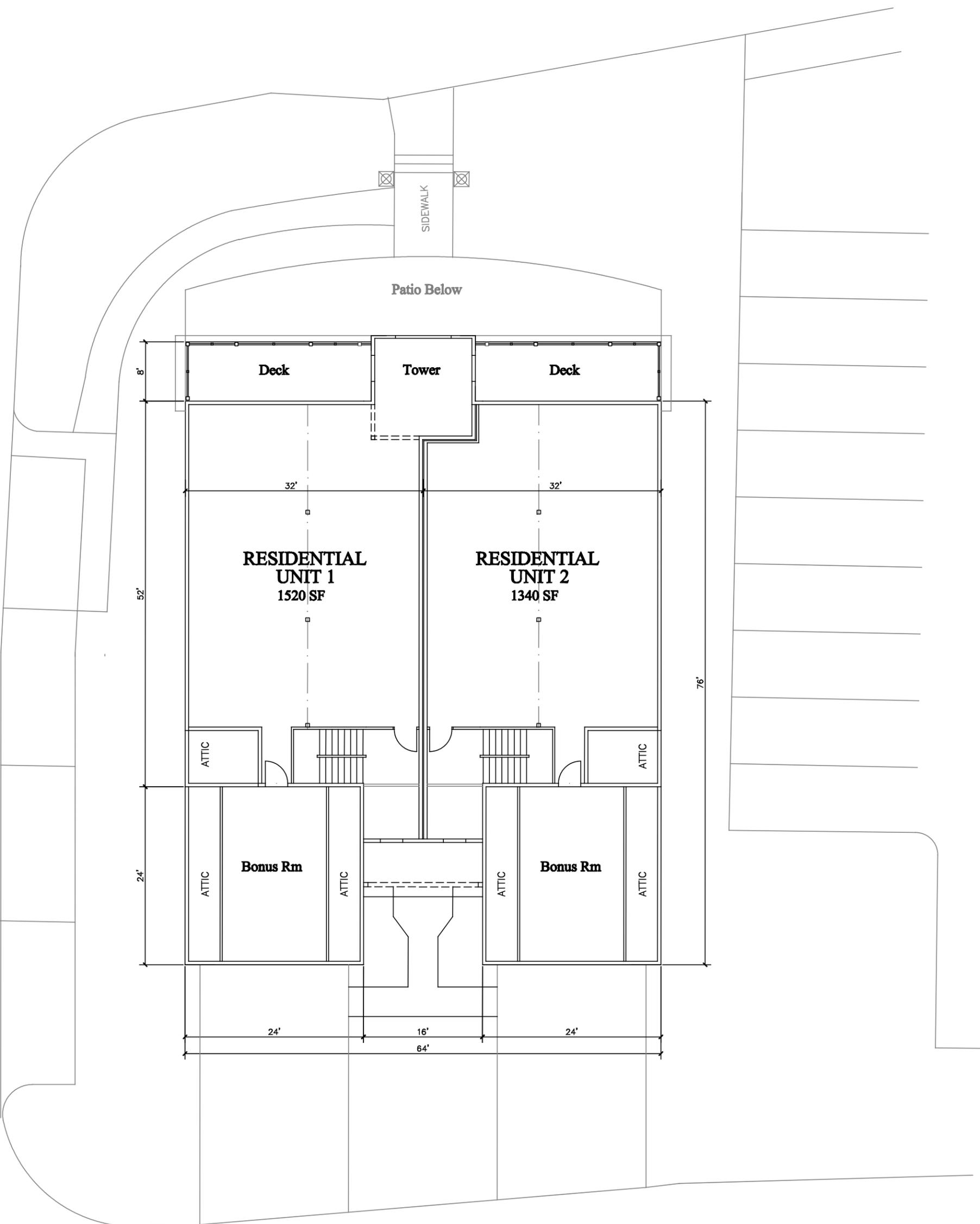
Lot 2, Mill Road, Sister Bay, WI  
 Parcel # 002200000

45 Degrees North, LLC  
 2925 Sugar Bush Road  
 Fish Creek, WI 54212  
 830-742-3796

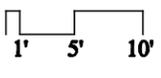
Design • Build • Develop  
 P.O. Box 987  
 Sister Bay, WI 54245  
 920 - 256 - 1062  
 © COPYRIGHT 2016  
 Steven L. Thomas



SD1



1 Schematic 2nd Floor Plan  
SD2



Revision	Date	No.
Site Plan Study	6-20-15	
Site Plan Study	12-14-15	
Site Plan Study	1-14-16	
Permitting Submittal	1-28-16	

Scale: 1/8" = 1'-0"  
Date: 6-20-15  
Comm. No. SLT.PWM  
In Charge:

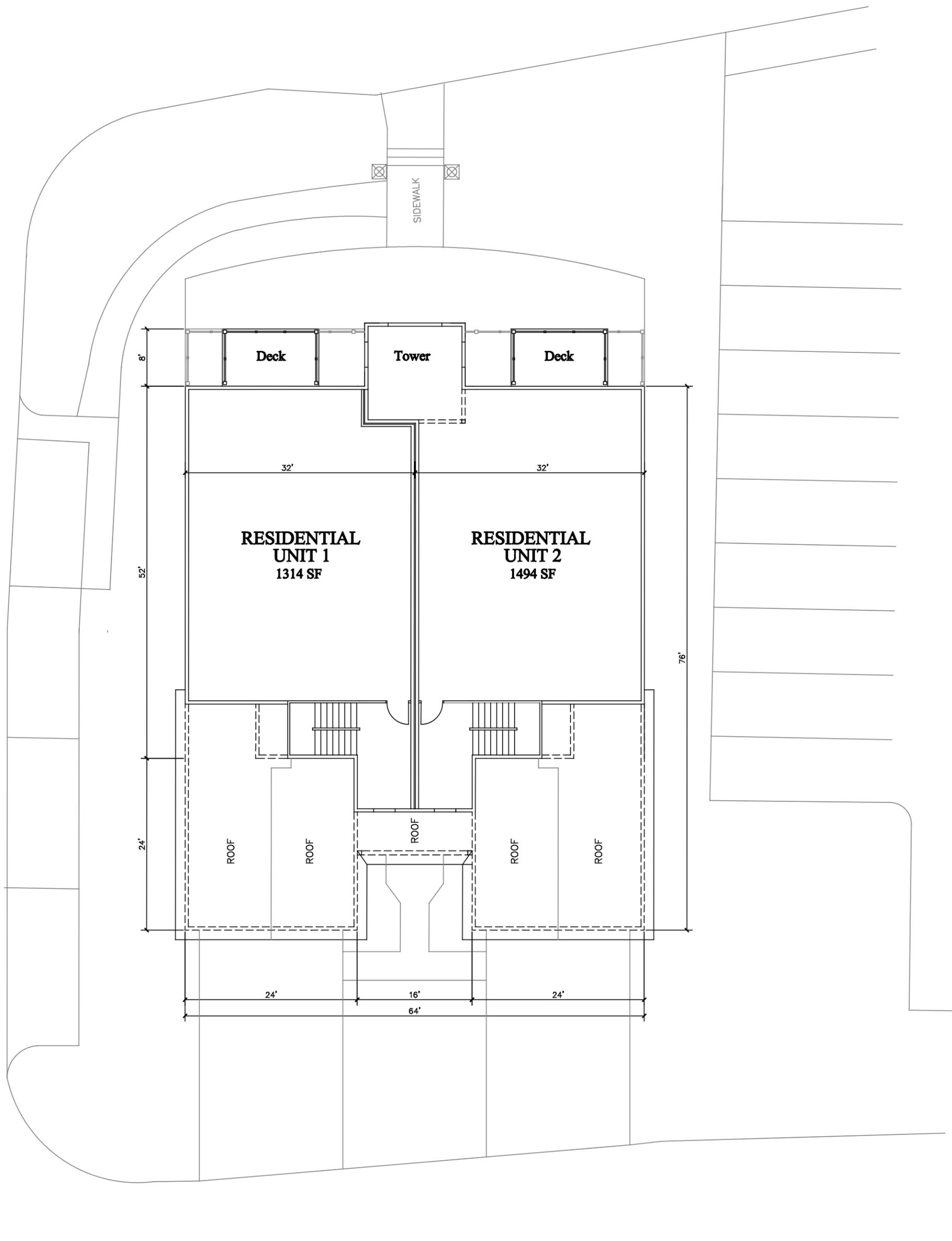
## Alan Gokey Development

Lot 2, Mill Road, Sister Bay, WI  
Parcel # 002200000

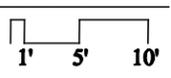
45 Degrees North, LLC  
2925 Sugar Bush Road  
Fish Creek, WI 54212  
830-742-3785

Design • Build • Develop  
P.O. Box 987  
Sister Bay, WI 54245  
920 - 256 - 1062  
© COPYRIGHT 2016  
Steven L. Thomas





**1** Schematic 3rd Floor Plan  
SD3



Design • Build • Develop  
P.O. Box 987  
Sister Bay, WI 54245  
920 - 256 - 1062

© COPYRIGHT 2016  
Steven L. Thomas

45 Degrees North, LLC  
2925 Sugar Bush Road  
Fish Creek, WI 54212  
630 - 742 - 3799

## Alan Gokey Development

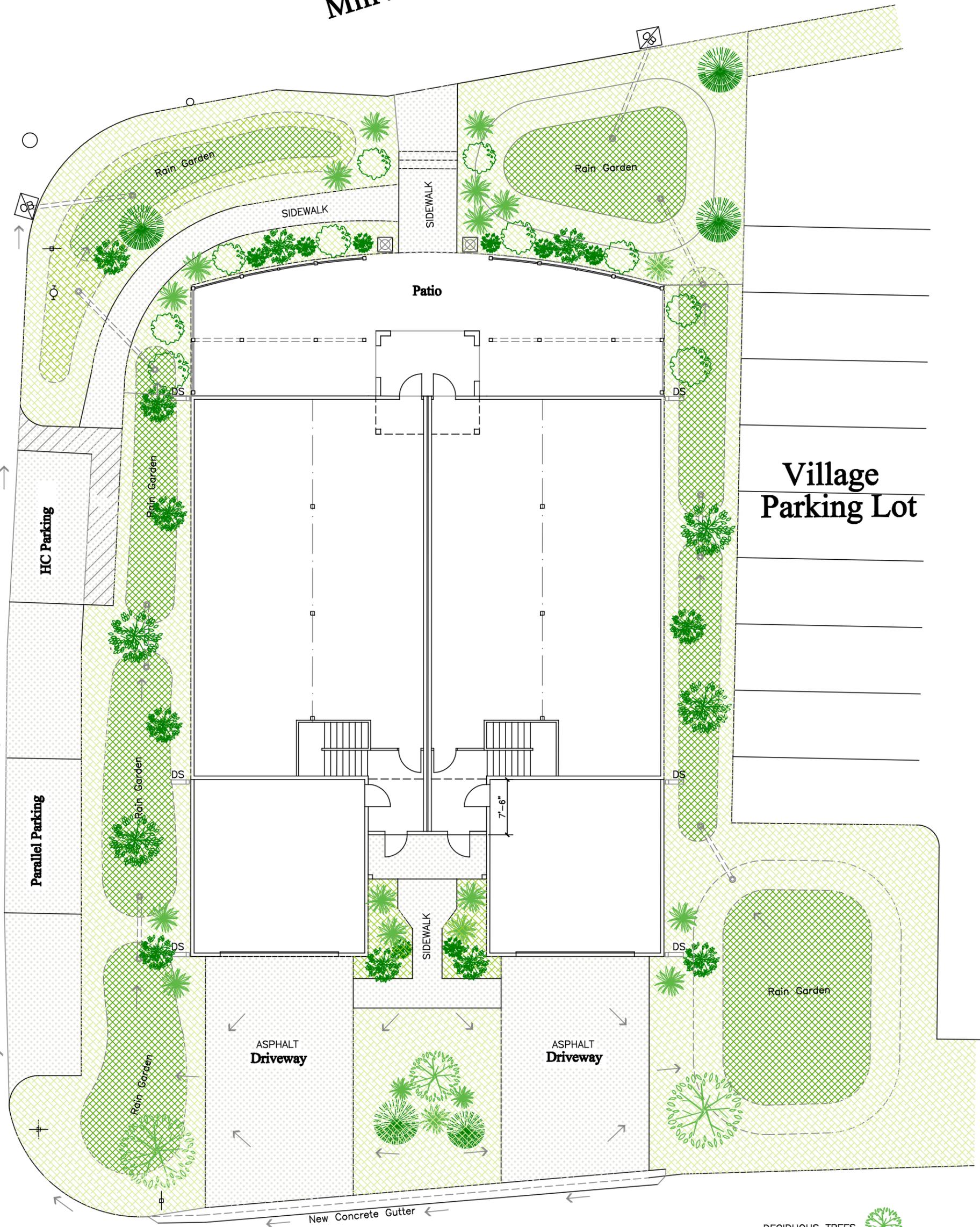
Lot 2, Mill Road, Sister Bay, WI  
Parcel # 002200000

Revision	Date	No.
Site Plan Study	6-20-15	
Site Plan Study	12-14-15	
Site Plan Study	1-14-16	
Planning Submittal	1-26-16	

**Schematic 3rd Floor Plan**  
Scale:  
Date: 6-20-15  
Comm. No.  
In Charge: SLT/PMW

Mill Road

Park View Lane



Village Parking Lot

HC Parking

Parallel Parking

Patio

ASPHALT Driveway

ASPHALT Driveway

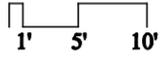
Rain Garden

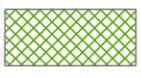
SIDEWALK

New Concrete Gutter

1 Schematic Landscape Plan

SD4



- DECIDUOUS TREES 
- EVERGREEN TREES 
- EVERGREEN & DECID. SHRUBS 
- RAIN GARDEN PLANTINGS 
- LAWN / GRASS GROUND COVER 

Alan Gokey Development

Lot 2, Mill Road, Sister Bay, WI  
Parcel # 002200000

45 Degrees North, LLC  
2925 Super Bush Road  
Fish Creek, WI 54212  
630-742-3795

P.O. Box 987  
Sister Bay, WI 54245  
920 - 256 - 1062  
© COPYRIGHT 2016  
Steven L. Thomas



Revision	Date	No.
Site Plan Study	6-20-15	
Site Plan Study	12-14-15	
Site Plan Study	1-14-16	
Planning Submittal	1-26-16	

Schematic Site Plan

Scale: 1" = 10'

Date: 6-20-15

Comm. No. SLT/PMW

In Charge: SD4

Revision	Date	No.
Site Plan Study	6-20-15	
Elevation Study	9-18-15	
Elevation Study	9-19-15	
Planning Submittal	1-26-16	

**Schematic Elevations**  
 Scale: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Comm. No. \_\_\_\_\_  
 in Charge: \_\_\_\_\_

ARCH. ASPHALT SHINGLES  
 MEDIUM GRAY

LIMESTONE VENEER  
 CHIMNEY

ENG. WOOD  
 TRIM BOARDS  
 WHITE

CLAD WINDOWS  
 WHITE

ALUM RAIL SYSTEM  
 W/CABLE RAILING  
 GRAY/SILVER

LP SMART SIDING  
 5" EXPOSURE  
 GRAY #1

ALUM ROOFING  
 GRAY/SILVER

LP SMART SIDING  
 9" EXPOSURE  
 GRAY #2

ALUM RAIL SYSTEM  
 W/CABLE RAILING  
 GRAY/SILVER

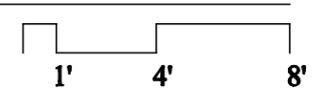
ALUM ROOFING  
 GRAY/SILVER

ALUM RAIL SYSTEM  
 W/CABLE RAILING  
 GRAY/SILVER

LP SMART SIDING  
 SHAKE PATTERN  
 NATURAL CEDAR #1

34'-9"

**1 North Elevation**  
 SD5



LIMESTONE VENEER  
 LIGHT POSTS

ENG. WOOD  
 TRIM BOARDS  
 WHITE

LIMESTONE VENEER  
 PATIO WALL



**Alan Gokey Development**

Lot 2, Mill Road, Sister Bay, WI  
 Parcel # 002200000

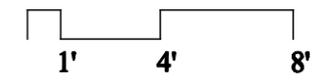
Revision	Date	No.
Site Plan Study	6-20-15	
Elevation Study	9-18-15	
Elevation Study	9-19-15	
Planning Submittal	1-26-16	

**Schematic Elevations**

Scale: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Comm. No. \_\_\_\_\_  
 In Charge: \_\_\_\_\_



**1**  
**SD6**  
**South Elevation**



SEE SHEET A5  
 FOR TYPICAL EXTERIOR MATERIALS

Alan Gokey Development

Lot 2, Mill Road, Sister Bay, WI  
 Parcel # 002200000

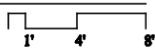
Revision	Date	No.
Site Plan Study	6-20-15	
Site Plan Study	12-14-15	
Site Plan Study	1-14-16	
Planning Submittal	1-26-16	

Schematic Elevations

Scale:  
 Date: 6-20-15  
 Comm. No.  
 in Charge: SLT,PWM



1 West Elevation



SEE SHEET A5  
 FOR TYPICAL EXTERIOR MATERIALS

LP SMART SIDING  
 5" EXPOSURE  
 GRAY #1

ENG. WOOD  
 TRIM BOARDS  
 WHITE

ARCH. ASPHALT SHINGLES  
 MEDIUM GRAY

LP SMART SIDING  
 9" EXPOSURE  
 GRAY #2



2 East Elevation



SEE SHEET A5  
 FOR TYPICAL EXTERIOR MATERIALS

**DEVELOPMENT AGREEMENT**  
**For**  
**Allen Gokey on the Old Helm's Cottage Lot**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Village of Sister Bay, Door County, Wisconsin, a municipal corporation ("Village"), and Allen Gokey ("Developer").

**RECITALS**

**WHEREAS**, the Village is the owner of certain property located in the Village of Sister Bay as parcel Bay Shore Drive consisting of one parcel as shown on Appendix A, a plat of survey map dated December 15, 2014 comprising approximately .236 acres ("Property"), designated as Property Identification Numbers: 181-210201A, and intends to convey said property to Allen Gokey subject to secured construction of restrooms to be dedicated to the public in the sum of \$125,000, or a cash sum in that amount.

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

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

**AGREEMENT**

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

**SECTION 1. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

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

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

- 1
- 2 4. The Developer has at this time, and will have so long as this Development Agreement continues
- 3 in effect, project-financing commitments sufficient to provide available funds for the completion
- 4 of the Developer’s obligations under this Development Agreement. The developer shall provide
- 5 evidence that those commitments exist upon the signing of this agreement.
- 6
- 7 5. The Developer shall provide written evidence that he has obtained all necessary equity and debt
- 8 financing committed to fully fund all of its obligations and building construction identified
- 9 hereunder and has performed and complied with all conditions, covenants and agreements as
- 10 required by the debt financing.
- 11
- 12 6. The Developer represents that he will make every effort to seek bids from Door County
- 13 contractors and building materials suppliers to construct the project, and will follow appropriate
- 14 bidding laws as governed by the State of Wisconsin.
- 15

**SECTION 2. ZONING APPROVALS**

- 17 1. The property is presently unoccupied and is located in the B-2 Downtown Business Transition
- 18 District. The Village agrees, subject to the approval by the Developer of this agreement, that the
- 19 property will receive a Zoning Permit as per the requirements of Section 66.1530 of the
- 20 Municipal Code. The Developer agrees that the primary standard to be met for the issuance of
- 21 the Zoning permit is the operation of a Mixed Use Development containing not less than 3000
- 22 square feet of commercial space on the first floor.
- 23
- 24 2. The Developer agrees to comply with all of the requirements of Municipal Code that relate to
- 25 zoning, fire and the building codes.
- 26
- 27 3. The developer agrees to comply with the architectural feature determinations made by the Plan
- 28 Commission upon their review, which shall be generally consistent with the approved plans and
- 29 drawing as specified in this Development Agreement.
- 30
- 31 4. The Developer agrees to build the project represented on the various attachments listed below.
- 32 The Village acknowledges that the exact locations of interior walls and room sizes may vary from
- 33 the attached drawings. The building and project in all its phases shall be constructed as follows:
- 34
- 35 a. The concept proposal plan sheet \_\_\_\_ dated \_\_\_\_\_.
- 36 b. Site plan sheet \_\_\_\_ dated \_\_\_\_\_.
- 37 c. Front and Rear Elevation sheet \_\_\_\_ dated \_\_\_\_\_.
- 38 d. Side Elevation sheet \_\_\_\_ dated \_\_\_\_\_.
- 39 e. Partial First Floor Plan \_\_\_\_ dated \_\_\_\_\_.
- 40 f. Roofing Plan dated \_\_\_\_ dated \_\_\_\_\_.
- 41 g. The roofing shingles shall be \_\_\_\_\_
- 42 h. The stone shall be \_\_\_\_\_
- 43 i. The building siding shall be \_\_\_\_\_ and the color shall be
- 44 \_\_\_\_\_.
- 45 j. The landscaping plan sheet \_\_\_\_ dated \_\_\_\_\_.
- 46 k. The storm water plan sheet \_\_\_\_ dated \_\_\_\_\_.
- 47

**SECTION 3. PROJECT PHASING**

- 48
- 49 1. The Developer acknowledges that the time period of validity for the Zoning Permit is for a period
- 50 of 36 months from the date of issuance.
- 51

Allen Gokey, Old Helm’s Cottage Lot on Mill RD. Development Agreement

- 1 2. The developer acknowledges that the time period for a building permit is under the control of the
- 2 building inspector.
- 3
- 4 3. Developer acknowledges that the development will be complete by January 15, 2018.
- 5 4. Development of Public Restroom. After the closing of the transaction for developer’s purchase of
- 6 the .263 acres, lot 2 as identified on the attached CSM from the Village, the Village will
- 7 designate a property that it owns in the Village of Sister Bay that it wants the public restroom
- 8 constructed by Developer. The Village will be responsible to have utility services within 100 feet
- 9 of the property line. Developer will start construction of the public restroom within nine months
- 10 of Village’s designation of the property where the public restroom is to be constructed. The
- 11 public restroom to be constructed by the Developer for the Village will substantially be in
- 12 accordance with the drawings attached to the Development Agreement as Exhibit BATH and will
- 13 have a minimum of 3 male and 3 female stalls. If the Village fails to designate the property
- 14 where the public restroom is to be constructed by June 1, 2017, Developer will pay Village
- 15 \$125,000 for the Property by June 30, 2017. Village will hold a Mortgage on the primary
- 16 residence owned by Allen Gokey, as described in the attached Mortgage documents, as security
- 17 on the completion of the above described public restroom improvements.
- 18 5.
- 19

**SECTION 4. OCCUPANCY PERMITS**

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

- 24 1. The Developer agrees that no occupancy permit will be granted by the Village until construction
- 25 is completed as shown on the site plan.
- 26
- 27 2. The Developer has paid in full all permit fees, impact fees, connection fees and reimbursement
- 28 of administrative costs as required and in effect at the time of this agreement.
- 29
- 30 3. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are
- 31 removed from the development and disposed of lawfully.
- 32
- 33 4. The Developer is not in default of any aspect of this agreement.
- 34
- 35 5. As a condition for the issuance of occupancy permits for each phase, all aspects of the project
- 36 must be in compliance with all applicable fire and building codes, as well as all applicable
- 37 codes and regulations.
- 38

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

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

**SECTION 6. PUBLIC IMPROVEMENTS**

Not applicable.

**A. PUBLIC STREETS AND SIDEWALKS**

The Developer hereby agrees that:

- 50 1. Developer will bear the cost of installation of public sidewalk, curb, gutter, and public parking
- 51 across the property perimeter of the property as shown in the attached plans. The developer

## Allen Gokey, Old Helm's Cottage Lot on Mill RD. Development Agreement

1 agrees to dedicate at no cost, the necessary right of way to the Village or State in order to install  
 2 the new sidewalk up to six feet in width.  
 3

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

13 **B. SURFACE AND STORM WATER DRAINAGE**

14 The Developer hereby agrees that:

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

38 **C. GRADING, EROSION AND SILT CONTROL**

39 The Developer hereby agrees that:

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

## Allen Gokey, Old Helm's Cottage Lot on Mill RD. Development Agreement

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

4 **D. LANDSCAPING AND SITE WORK, INCLUDING ONGOING MAINTENANCE OF PUBLIC**  
 5 **PROPERTY:**

6 The Developer hereby agrees that:

- 7 1. The Developer shall preserve existing trees, shrubbery, vines, and grasses not actually lying on  
 8 the drainageways, building foundation sites, driveways and parking lots by use of sound  
 9 conservation practices as shown on the attached plan.
- 10 2. Developer shall maintain, mow, landscape, care for and otherwise keep kempt the permeable  
 11 "green" areas and any rainwater gardens or storm water impoundments on the immediately  
 12 adjacent, public parking, lot. The Village Administrator may, in writing, temporarily waive  
 13 subsection (2). Developer will begin this responsibility, outlined herein, within 90 days of  
 14 completion of a structural improvement on developer's lot. Should developer, successor or  
 15 assigns default or fail to perform its duties under this subsection (2), developer agrees to pay the  
 16 village a sum of \$500.00 per year (and increasing each year at a rate established by the US  
 17 Bureau of Labor and Statistics as CPI-U-National Average), for a period of 99 years commencing  
 18 no later than the year 2019. Nothing herein shall abrogate the Village's responsibility to clean,  
 19 maintain, perform snow removal, resurface, reconstruct or otherwise rebuild the public parking  
 20 lot on the parcel owned by the Village according to the priorities and responsibilities established  
 21 by the Village Staff, Village Parks Committee, and/or Village Board of Trustees. Nothing herein  
 22 shall create property rights for the Developer to the Public Parking Lot owned by the Village.
- 23 3. The Developer, as required by the Village, shall remove and lawfully dispose of building  
 24 foundation materials, destroyed trees, brush, tree trunks, shrubs and other natural growth and all  
 25 rubbish. The Village shall require the Developer's contractor, who is responsible for the debris,  
 26 to clean up the same and recycle all material or dispose of at a local recycling facility. Specific  
 27 construction debris that shall be recycled shall include, but not be limited to lumber, aluminum,  
 28 pallets, shingles and cardboard. The developer shall have ultimate responsibility for cleaning up  
 29 debris that has blown from building under construction. The Developer and/or subject contractor  
 30 shall clean up the debris within forty-eight (48) hours after receiving a notice from the Village. If  
 31 the debris is not cleaned up after notification, the Village will do so at the Developer's and/or  
 32 subject contractor's expense.  
 33
- 34 4. Landscaping, construction of rain gardens for the building and removal of unwanted items, will  
 35 be completed and certified as complete by the Village for the project. Any plants, trees or other  
 36 screening vegetation required by the development agreement shall be maintained and replaced  
 37 while the development agreement is in effect.  
 38  
 39

40 **E. SIGNAGE, STREET SIGNS AND TRAFFIC CONTROL**

- 41 1. The developer shall provide all traffic signage deemed necessary by the Village in connection  
 42 with construction and demolition. The Developer and Developer's Contractors shall not occupy  
 43 parking on Bay Shore Drive during the construction and demolition period. The Developer and  
 44 Developer's Contractors shall not obstruct traffic for more than 3 minutes without giving prior  
 45 notice to the Village during the construction and demolition period; the Village will grant  
 46 permission and schedule traffic obstructions for a duration of longer than 3 minutes for a time of  
 47 day that will minimize the obstruction.  
 48
- 49 3. The developer acknowledges that business related signage is not part of this approval and must  
 50 be applied for separately. Also that any representation of business signage on the plan sheets is  
 51 representative only and not approved as part of this agreement.

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

The Developer hereby agrees that:

1. The improvements shall be constructed in accordance with the following specifications.
  - a. Village of Sister Bay Engineering Design Manual, dated June 18, 2008.
  - b. Standard Specifications for Sewer and Water Construction in Wisconsin, Fifth Edition, March 1, 1988, and as amended January 1, 1992.
  - c. The Wisconsin Construction Site Best Management Practice Handbook for Erosion Control.
  - d. State of Wisconsin, Department of Transportation Standard Specifications for Highway and Structure Construction, 1996 and supplemental specifications or the most recent edition.
2. A sewer and water plan should be submitted to the Village Utility Department that shows where every water service line and sanitary line runs, the location of all water meters, calculations on sanitary fixture units for each metered location to enable the Utility Department to determine the impact and hook-up fees. The Developer shall install the sanitary and water connections to the Village system in accordance with the plans and specifications on file in the Village Administrator's office.
3. The developer agrees to do all the public and private infrastructure construction according to the Village's various codes including but not limited to the Utility Code, Land Division Code and the Design Standards. Upon completion of all construction the developer shall provide the Village with "as built" plans. The developer agrees that all underground piping regardless of type or location shall be marked with locating wire according to accepted standards. The developer agrees that all improvements within the public right-of-way or public easements shall be inspected by Village inspectors at the developer's expense.

**G. ADDITIONAL IMPROVEMENTS AND MAINTENANCE AGREEMENT**

1. Installation of landscaping, rainwater gardens, and other improvements on adjacent public parking lot according to plans that the Village approves.

**SECTION 7. SITE SPECIFIC REQUIREMENTS**

1. The Developer shall maintain continuous access around the building and to any fire hydrants as required by the current Zoning Code as directed by the Fire Department and Water Utility.
2. The developer agrees to bury all electric, telephone and cable television lines from existing wooden poles or underground service to the building.
3. The lighting plan shall not allow any light trespass at the property line in excess of the standards set forth in Section 66.0809. The lighting contractor shall provide written verification of compliance before occupancy shall be granted. All pole lighting taller than eight feet in height shall conform in style to the Village standard pole and luminaire.
4. The liquid propane tanks shall be buried in a location approved by the Fire Department. The tanks and line locations shall be registered with Door County.

Allen Gokey, Old Helm's Cottage Lot on Mill RD. Development Agreement

1 5. The Village agrees that the general contractor shall be allowed a temporary construction sign on  
 2 the property equal to 24 square feet per side per the requirements of Section 66.0710(b)) of the  
 3 Code.  
 4

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

6 The improvements set forth in Section 3 above shall be completed by the Developer in total within the  
 7 specific time limits from the date of this agreement being signed except as otherwise provided for in  
 8 this agreement.  
 9

10 **SECTION 9. FINAL ACCEPTANCE**

11 Not applicable.  
 12

13 **SECTION 10. DEDICATION OF IMPROVEMENTS**

14 Applicable street improvements will need to be certified by the Village before acceptance.  
 15

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

17 Not applicable.  
 18

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

20 The ultimate responsibility for the proper design and installation of sewer facilities, water facilities,  
 21 drainage facilities, landscaping and all other improvements are upon the Developer. The fact that the  
 22 Village or its engineer, or its attorney, or its staff may approve a specific project shall not constitute a  
 23 waiver, or relieve the Developer from the ultimate responsibility for the design, performance and  
 24 function of the development and related infrastructure.  
 25

26 **SECTION 13. SETBACK AGREEMENT**

27 The Village, as an adjoining property owner, agrees to allow Allen Gokey to maintain a zero foot (0)  
 28 side setback on the western property boundary of the public parking lot owned by the Village.  
 29

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

31 Not applicable.  
 32

33 **SECTION 15. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVAL OF CERTIFIED  
 34 SURVEY MAP**

35 Not applicable.  
 36

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

38 Not applicable.  
 39

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

41 1. The Developer shall make every effort to minimize noise, dust and similar disturbances,  
 42 recognizing that the project is located near existing residences. The project construction or  
 43 demolition shall only occur between the hours of 5:00 a.m. and 9:00 p.m., Monday Through  
 44 Thursday only. Grading, excavation, blasting, demolition, roadway construction or underground  
 45 utility construction shall only occur between the hours of 8:00 a.m. and 8:00 p.m., during  
 46 weekdays except in cases of urgent necessity in the interest of public health and safety. If the  
 47 Village Administrator determines that, the public health and safety will not be impaired by these  
 48 activities he/she may grant permission for such work to be done during other hours on  
 49 application being made at the time the permit for the work is awarded or during the progress of  
 50 the work. Blasting mats, or other established method, shall be used to prevent flying debris  
 51 resulting from the blasting operation. Not less than 24 hours before blasting, the Developer and

## Allen Gokey, Old Helm's Cottage Lot on Mill RD. Development Agreement

1 Contractor shall notify in writing all residences and businesses near the work of the Contractor's  
 2 intent to blast. A copy of the written notice shall also be delivered to the Village. The Village  
 3 Administrator may authorize other work outside these specified hours.  
 4

- 5 2. No work shall be permitted during Marina Fest, Fall Festival or the Capture the Spirit tree  
 6 lighting, nor any other published event in the Sister Bay brochure published by the Sister Bay  
 7 Advancement Association.  
 8

9 **SECTION 18. CONDITIONS OF ALL OBLIGATIONS OF THE PARTIES UNDER THIS DEVELOPMENT**  
 10 **AGREEMENT**

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

- 14 a. All representations and warranties of the Developer set forth in this Development Agreement and  
 15 in all agreements expressly referred to herein shall at all times be true, complete and correct;  
 16 b. All covenants and obligations of the Developer under this Development Agreement are duly and  
 17 substantially performed, observed, satisfied and paid, when and as required herein;  
 18 c. No event of default has occurred, or with the giving of notice or lapse of time would occur;  
 19 d. There is no material adverse change in the financial condition of the Developer, which might  
 20 impair its ability to perform its obligations under this Development Agreement.  
 21

22 **SECTION 19. DEFAULT/REMEDIES**

- 23 1. An event of default ("Event of Default") is any of the following:  
 24 a. A failure by the Developer to cause substantial completion of the Development Project or  
 25 any part thereof to occur pursuant to the terms, conditions and limitations of this  
 26 Development Agreement; a failure of either party to perform or observe any and all  
 27 covenants, conditions, obligations or agreements on its part to be observed or performed  
 28 when and as required under this Development Agreement within thirty (30) days of notice  
 29 of the failure to the Developer;  
 30 b. A failure by the Developer to pay any amount or when and as due to the Village within ten  
 31 (10) days of notice of such failure to the Developer;  
 32 c. The Developer becomes insolvent or is the subject of bankruptcy, receivership or  
 33 insolvency proceedings of any kind; or  
 34 d. The dissolution or liquidation of the Developer, or the commencement of any proceedings  
 35 therefore.  
 36
- 37 2. Whenever an Event of Default occurs and is continuing, the non-breaching party may take any  
 38 one or more of the following actions without waiving any rights or remedies available to it:  
 39 a. Immediately suspend its performance under this Development Agreement from the time  
 40 any notice of an event of default is given until it receives assurances from the breaching  
 41 party deemed adequate by the non-breaching party, that the breaching party will cure its  
 42 default and continue its due and punctual performance under this Development  
 43 Agreement; or  
 44 b. Commence legal or administrative action, in law or in equity, which may appear necessary  
 45 or desirable to enforce performance and observance of any obligation, agreement or  
 46 covenant of the breaching party under this Development Agreement.  
 47 c. Perform or have performed all necessary work in the event the non-breaching party  
 48 determines that any Event of Default may pose an imminent threat to the public health or  
 49 safety, without any requirement of any notice whatsoever. In the event of a default by the  
 50 Developer, the Village may use and apply all or any portion of the bond provided by the  
 51 Developer under Section 16 above to cure such default.

- 1  
2 3. No remedy or right conferred upon or reserved to a party in this Development Agreement is  
3 intended to be exclusive of any other remedy or remedies, but each and every such right and  
4 remedy shall be cumulative and shall be in addition to every other right and remedy given under  
5 this Development Agreement now or hereafter existing at law or in equity. No delay or omission  
6 to exercise any right or power accruing upon any default shall impair any such right or power or  
7 shall be construed to be a waiver thereof, but any such right and power may be exercised from  
8 time to time and as often as may be deemed expedient.  
9
- 10 4. In the event any warranty, covenant or agreement contained in this Development Agreement  
11 should be breached by a party and thereafter waived by the other, such waiver shall be limited to  
12 the particular breach so waived and shall not be deemed to waive any other concurrent,  
13 previous or subsequent breach hereunder.  
14
- 15 5. Whenever any Event of Default occurs and a party incurs attorney's fees, court costs and other  
16 such expenses for the collection of payments due or to become due or for the enforcement or  
17 performance or observance of any obligation or agreement on the part of the other herein  
18 contained, the prevailing party shall be reimbursed the actual attorney's fees, court costs and  
19 other such expenses incurred by such prevailing party.  
20

#### 21 **SECTION 20. PERMITTED DELAYS**

22 Not applicable.  
23

#### 24 **SECTION 21. ADDITIONAL PROVISIONS**

- 25 1. No member of any governing body or other official of the Village ("Village Official") shall have  
26 any financial interest, direct or indirect, in this Development Agreement, the Property or the  
27 Development Project, or any contract, agreement or other transaction contemplated to occur or  
28 be undertaken thereunder or with respect thereto, unless such interest is disclosed to the Village  
29 and the Village Official fully complies with all conflict of interest requirements of the Village. No  
30 Village Official shall participate in any decision relating to this Development Agreement, which  
31 affects his or her personal interest or the interests of any corporation, partnership, or association  
32 in which he or she is directly or indirectly interested. No member, official or employee of the  
33 Village shall be personally liable to the Village for any event of default or breach by the  
34 Developer of any obligations under the terms of this Development Agreement.  
35
- 36 2. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in  
37 and shall become a part of this Development Agreement.  
38
- 39 3. Nothing herein shall be construed or interpreted in any way to waive any obligation or  
40 requirement of the Developer to obtain all necessary approvals, licenses and permits from the  
41 Village in accordance with its usual practices and procedures, nor limit or affect in any way the  
42 right and authority of the Village to approve or disapprove any and all plans and specifications,  
43 or any part thereof, or to impose any limitations, restrictions and requirements on the  
44 development, construction and/or use of the Development Project as a condition of any such  
45 approval, license or permit; including, without limitation, requiring any and all other  
46 development and similar agreements.  
47
- 48 4. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or  
49 incorporated herein.  
50

## Allen Gokey, Old Helm's Cottage Lot on Mill RD. Development Agreement

1 5. Descriptive headings are for convenience only and shall not control or affect the meaning or  
2 construction of any provision of this Development Agreement.

3  
4 6. Any notice required hereunder shall be given in writing, signed by the party giving notice,  
5 personally delivered or mailed by certified or registered mail, return receipt requested, to the  
6 parties' respective addresses as follows:

7  
8 Village Administrator  
9 Village of Sister Bay  
10 2383 Maple Drive  
11 Sister Bay, WI 54234

12  
13 The notices or responses to Grantee shall be addressed as follows:  
14 Al Gokey  
15 5776 Ledgecrest Rd.  
16 De Pere WI, 54115

17  
18 **SECTION 22. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES**

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

27  
28 **SECTION 23. GENERAL INDEMNITY**

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50  
51

#### **SECTION 24. INSURANCE**

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

#### **SECTION 25. FEES AND CHARGES**

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

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

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

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

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

#### **SECTION 28. ZONING**

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

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

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

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

Not applicable.

#### **SECTION 31. ASSIGNMENT**

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

#### **SECTION 32. BINDING**

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

#### **SECTION 33. AMENDMENTS**

The Village and the Developer, by mutual consent, may amend this Developer's Agreement at any meeting of the Village Board. The Village shall not, however, consent to an amendment until after first

1 having received a recommendation from the Village’s Plan Commission. The Plan Commission shall  
2 consider the amendment under the conditional use process.

3  
4 **SECTION 34. DURATION**

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

13  
14 **SECTION 35. ADDITIONAL MINIMUM ASSESSED VALUATION**

15 The Developer will be obligated to make a minimum assessment payment in the amount of \$3937.50  
16 to the Village annually, in addition to any taxes paid through regular assessment. This minimum  
17 assessment shall begin with an initial payment of \$3937.50 in 2016, and continue each year until  
18 2027, with the final payment being made in 2027. The total of these additional annual payments will  
19 be \$47250.00.

20  
21 Once developer has constructed a project assessed at a value of at least \$750,000, the annual  
22 additional assessment payment of \$3937.50 will be waived by the Village in consideration of the  
23 improvements made to the property.

24  
25 These annual additional assessment payments in no way absolve or remove the obligation of the  
26 developer to make regularly assessed tax payments to the Village or other taxing entities in the County  
27 of Door.

28  
29 **IN WITNESS WHEREOF**, the Developer and the Village have caused this agreement to be signed by  
30 their appropriate officers and their corporate seals to be hereunto affixed in three original counterparts  
31 the day and year first above written.

32  
33 **DEVELOPER**

Allen Gokey

34  
35 By: \_\_\_\_\_  
36 Allen Gokey

37 **STATE OF WISCONSIN**  
38 **COUNTY OF DOOR**

39  
40 Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, \_\_\_\_\_,  
41 \_\_\_\_\_ of \_\_\_\_\_, to me known to be the person who executed the  
42 foregoing instrument and to me acknowledged that \_\_\_he executed the foregoing instrument in such  
43 capacity.

44  
45 \_\_\_\_\_  
46 Notary Public, State of WI  
47 My commission expires: \_\_\_\_\_

48  
49 **VILLAGE OF SISTER BAY**

50 \_\_\_\_\_  
51 Village President

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

\_\_\_\_\_  
Village Clerk

**STATE OF WISCONSIN  
COUNTY OF DOOR**

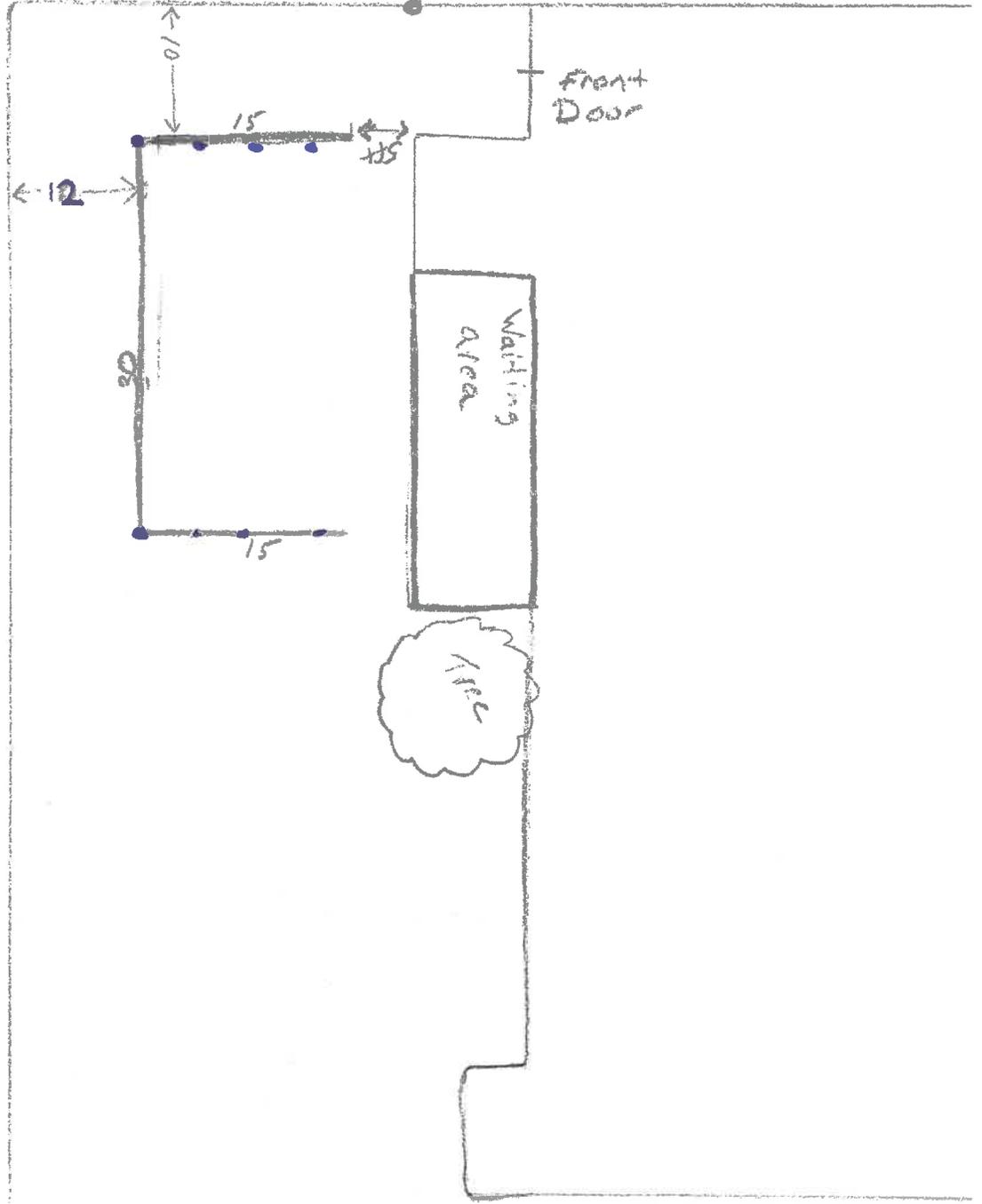
Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2016, the above named \_\_\_\_\_, and \_\_\_\_\_, Village Clerk, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such individual and Village Clerk of the municipal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

\_\_\_\_\_  
Notary Public, State of WI  
My commission expires: \_\_\_\_\_

Approved As To Form:  
\_\_\_\_\_  
Village Administrator

← HWY 70 ←

3  
+  
N



PATIO  
WHITE FENCE @ 4'

2 LOST SPACES



1cm = 5 feet

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

**VILLAGE OF SISTER BAY, DOOR COUNTY, WISCONSIN**

**THIS AMENDMENT TO THE AGREEMENT** made this 7<sup>th</sup> day of December, 2015 between The Evangelical Lutheran Good Samaritan Society, P.O. Box 5038, Sioux Falls, South Dakota 57117-5038, hereinafter called "Developer," and the Village of Sister Bay in the County of Door and the State of Wisconsin, hereinafter called the "Village."

**WITNESSETH:**

**WHEREAS,**

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

**DEVELOPMENT AGREEMENT**

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

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

**The Evangelical Lutheran Good Samaritan Society**

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

Authorized Signatory

**STATE OF SOUTH DAKOTA  
COUNTY OF MINNEHAHA**

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, the above named \_\_\_\_\_, Authorized Signatory of The Evangelical Lutheran Good Samaritan

1 Society, P.O. Box 5038, Sioux Falls, South Dakota 57117-5038, to me known to be the person  
2 who executed the foregoing instrument and acknowledged the same.

3  
4  
5 \_\_\_\_\_  
6 Notary Public, State of SD  
7 My commission expires: \_\_\_\_\_  
8

9  
10  
11 **Village of Sister Bay**  
12 Door County, Wisconsin

13  
14 \_\_\_\_\_  
15 Village President

16  
17 \_\_\_\_\_  
18 Village Clerk

19  
20 **STATE OF WISCONSIN**  
21 **COUNTY OF DOOR**

22  
23 Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2015, the above named  
24 \_\_\_\_\_, Village President and \_\_\_\_\_, Village Clerk of the  
25 Village of Sister Bay, to me known to be the persons who executed the foregoing instrument and  
26 to me known to be such Village President and Village Clerk of said municipal corporation and  
27 acknowledged that they executed the foregoing instrument as such officers as the deed of said  
28 municipal corporation by its authority and pursuant to the authorization by the Village Board  
29 from their meeting on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.  
30

31  
32 \_\_\_\_\_  
33 Notary Public, State of WI  
34 My commission expires: \_\_\_\_\_

35 Approved As To Form:  
36 \_\_\_\_\_  
Village Attorney

As Revised \_\_\_\_\_