



# SPECIAL PLAN COMMISSION MEETING AGENDA-AMENDED

Tuesday, May 31, 2016 at 5:30 P.M.

Fire Station, Sister Bay, WI

For additional information check: [Http://www.sisterbaywi.gov](http://www.sisterbaywi.gov)

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

**Call Meeting to Order / Roll Call**                      **Deviations from the agenda order shown may occur.**

**Comments, correspondence and concerns from the public**

**Approval of the agenda**

**Approval of minutes as published**

**Business Items**

1. Discussion and review on a proposal for Al Johnson’s regarding an addition to the main building, and an amendment to the plans for the proposed outdoor seating area; consider relevant motions for action.
2. Report by the Zoning Administrator regarding development activities, various enforcement actions, and issuance of Sign and Zoning Permits.
3. Matters to be placed 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 Zeke Jackson, Village Administrator at 920-854-4118 or at [zeke.jackson@sisterbaywi.gov](mailto:zeke.jackson@sisterbaywi.gov).

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



1 poles would be permitted within the boundaries of TID No. 1. Further, after April 1, 2016,  
 2 poles which do not exceed 35 feet and will be placed in the right-of-way in other areas of the  
 3 Village require a permit, and poles exceeding 35 feet in height may be allowed in those areas  
 4 with a Conditional Use Permit, but the Permit must be approved with a ¾ vote of the Plan  
 5 Commission. The proposed pole regulations are similar to those enforced in other  
 6 municipalities throughout the State.

7  
 8 *At 5:39 P.M. Lienau declared that the Public Hearing was officially closed as no one was present in*  
 9 *the audience.*

10  
 11 *A motion was made by Grutzmacher, seconded by Baker that the Plan Commission recommends that*  
 12 *the proposed amendment to the Sister Bay Zoning Code which creates §66.1065, regulating utilities in*  
 13 *the rights-of-way be approved as presented. Motion carried – All ayes.*

14  
 15 **Item No. 3. Report by the Zoning Administrator regarding development activities, various**  
 16 **enforcement actions, and issuance of Sign and Zoning Permits:**

17 A copy of the Zoning Administrator's Report was included in the meeting packets and the  
 18 Commission members jointly reviewed that document. During the review process Lienau  
 19 noted that:

- 20 • The work on the Bay Shore Drive Reconstruction Project is complete!!!! There is still  
 21 some landscaping and sod touch-up work as well as street sign replacement which has  
 22 to be done.
- 23 • Pat Hockers is scheduled to complete work on the sledding hill in early summer. The  
 24 suggestion has been made that the sledding hill be moved, but that will not be  
 25 possible.
- 26 • Employees from JJR will be conducting a final beach inspection at the end of the  
 27 month. In accord with DNR regulations the plantings which were done must remain  
 28 viable for one year from the date of installation.
- 29 • Work is progressing on the Harbor View Project. Al Gokey is awaiting State approval  
 30 of the utilities plans. Deposits have been taken on three lots within that development.
- 31 • A loan closing on the Stony Ridge Expansion Project has been scheduled for May 25,  
 32 2016.
- 33 • Bids have been received for the Wayfinding Signage Project. This issue will be referred  
 34 to the Finance Committee.
- 35 • Bids are being sought for engineering work on sanitary sewer, water and storm water  
 36 improvements for the Braun property.
- 37 • There is a backlog of code violation enforcement which must be addressed, but at this  
 38 time staff is overwhelmed with other work. Unless there is some eminent threat to  
 39 public health the violations will be addressed ASAP.

40  
 41 **Item No. 3. Matters to be placed on a future agenda or referred to a Committee, official or**  
 42 **employee:**

43 A special meeting of the Plan Commission will be conducted at 5:30 P.M. on Tuesday, May  
 44 31, 2016. At that meeting revisions to the plans for the Al Johnson's Restaurant Expansion  
 45 Project will be addressed.

46  
 47 Lienau noted that at some point the Village's Architectural Code will have to be revised, and  
 48 this issue will likewise be addressed at a future meeting of the Plan Commission.

1 Grutzmacher noted that the patio has been created at Grasse's Grill, but the directional  
2 signage which was required by the Plan Commission has not been erected yet, and requested  
3 that the Village Administrator check into this issue ASAP.

4

5 **Adjournment:**

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

8

9 Respectfully submitted,



10

11

Janal Suppanz,

12

Assistant Administrator

**DEVELOPMENT AGREEMENT**  
**For**  
**JOHNSON FAMILY TRUST ON 10698 BAY SHORE N. DRIVE**

**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 JOHNSON FAMILY TRUST/INGERT JOHNSON SURVIVOR'S TRUST ("Developer").

**RECITALS**

**WHEREAS**, the DEVELOPER IS THE OWNER OF 10698 BAY SHORE N. DRIVE AND INTENDS TO DEVELOP A PORTION OF THE PROPERTY TO CREATE A FULL SERVICE RESTAURANT FACILITY WITH A SEATING CAPACITY IN EXCESS OF 300 SEATS

**WHEREAS**, the Property is zoned B-3 Downtown Business District

**WHEREAS**, the parties mutually desire to establish fair and reasonable terms, conditions and requirements required by the Village for Development of the Property AND ISSUANCE OF A CLASS 'B' LIQUOR LICENSE TO DEVELOPER UNDER WIS. STATS. SEC. 125.51 (4) (V).

**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.
4. The Developer has at this time, and will have so long as this Development Agreement continues in effect, project-financing commitments sufficient to provide available funds for the completion

2016 Al Johnson’s Outdoor Bar Development Agreement

of the Developer’s obligations under this Development Agreement. The developer shall provide evidence that those commitments exist upon the signing of this agreement.

- 5. The Developer shall provide written evidence that he has obtained all necessary equity and debt financing committed to fully fund all of its obligations and building construction identified hereunder and has performed and complied with all conditions, covenants and agreements as required by the debt financing.
- 6. The Developer represents that he will make every effort to seek bids from Door County contractors and building materials suppliers to construct the project, and will follow appropriate bidding laws as governed by the State of Wisconsin.

**SECTION 2. ZONING APPROVALS**

- 1. The property is presently unoccupied and is located in the B-3 Downtown Business District. The Village agrees, subject to the approval by the Developer of this agreement, that the property will receive a Zoning Permit as per the requirements of Section 66.1530 of the Municipal Code. The Developer agrees that the primary standard to be met for the issuance of the Zoning permit is the operation of a FULL SERVICE RESTAURANT WITH A SEATING CAPACITY IN EXCESS OF 300 SEATS.
- 2. The Developer agrees to comply with all of the requirements of Municipal Code that relate to zoning, fire and the building codes.
- 3. The developer agrees to comply with the architectural feature determinations made by the Plan Commission upon their review, which shall be generally consistent with the approved plans and drawing as specified in this Development Agreement.
- 4. The Developer agrees to build the project represented on the various attachments listed below. The Village acknowledges that the exact locations of interior walls and room sizes may vary from the attached drawings. The building and project in all its phases shall be constructed as follows:
  - a. SITE PLAN SHEET 1, DATED 4-04-2016 (amended 053116)
  - b. FLOOR PLAN AND ELEVATIONS SHEET 2, DATED 4-4-2016
  - c. SITE and related PLANS for ADDITION to MAIN BLDG.

LANDSCAPING PLAN, STORM WATER PLAN, AND LIGHTING PLAN WILL BE SUBMITTED by June 29, 2016, AND ARE SUBJECT TO APPLICABLE STATE AND LOCAL APPROVAL.

**SECTION 3. PROJECT PHASING**

- 1. The Developer acknowledges that the time period of validity for the Zoning Permit is for a period of 24 months from the date of issuance.
- 2. The Developer acknowledges that a restaurant operating with a total of 300 seats will be put into use no later than June 29, 2016, and that the restaurant will offer the amenities normal and customary under the terms of a 300 seat Class ‘B’ Liquor License.
- 3. The developer acknowledges that the time period for a building permit is under the control of the building inspector.
- 4. Developer acknowledges that the area denoted on the plans as “proposed restroom facilities” shall be constructed no later than October 31, 2018. The architectural plans for such restroom

## 2016 Al Johnson's Outdoor Bar Development Agreement

1 shall be deemed approved if similar and complimentary to other structures on the property.  
 2 Plans must be submitted to the Village offices prior to construction.

3  
 4 5. Developer acknowledges that the total development will be complete by April 12, 2018.

5  
 6 **SECTION 4. OCCUPANCY PERMITS**

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

- 9  
 10 1. The Developer agrees that no occupancy permit will be granted by the Village until the terms of  
 11 Section 3 are complete. Section 3, Sub (4) shall be as shown on the plans.  
 12 2.  
 13 3. The Developer has paid in full all permit fees, impact fees, connection fees and reimbursement  
 14 of administrative costs as required and in effect at the time of this agreement.  
 15  
 16 4. All destroyed trees, brush, tree trunks, shrubs and other natural growth and all rubbish are  
 17 removed from the development and disposed of lawfully.  
 18  
 19 5. The Developer is not in default of any aspect of this agreement.  
 20  
 21 6. As a condition for the issuance of occupancy permits for each phase, all aspects of the project  
 22 must be in compliance with all applicable fire and building codes, as well as all applicable  
 23 codes and regulations.  
 24

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

26 The Village reserves the right to withhold issuance of some or all zoning, building and occupancy  
 27 permits if Developer is in violation of this agreement. The developer acknowledges that the issuance of  
 28 building permits and fire sprinkler permits and related inspection compliance is not under the control  
 29 of the Village.  
 30

31 **SECTION 6. PUBLIC IMPROVEMENTS**

32 Not applicable.  
 33

34 **A. PUBLIC STREETS AND SIDEWALKS**

35 NOT APPLICABLE  
 36

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

38 The Developer hereby agrees that:

- 39 1. Prior to the start of construction of improvements, the Developer shall provide to the Village  
 40 written certification from the Developer's Engineer that all surface and storm water drainage  
 41 facilities and erosion control plans are in conformance with all federal, state, county and Village  
 42 regulations, guidelines, specifications, laws and ordinances, and written proof that the Village  
 43 Engineer has reviewed and approved the plans.  
 44  
 45 2. If required by the Wisconsin Department of Natural Resources, the developer shall provide  
 46 written approval by the Wisconsin Department of Natural Resources that the storm water  
 47 management plan meet all NR 151 and NR 216 requirements.  
 48  
 49 3. The Developer shall construct, install, furnish and provide adequate facilities as specified in the  
 50 attached drawings for surface and storm water drainage throughout the development with  
 51 adequate capacity to transmit the anticipated flow from the development and the existing flow

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1 from adjacent properties, in accordance with all plans and specifications, and all applicable  
 2 federal, state, county and Village regulations.

- 3  
 4 4. The Developer agrees that the site grading and construction of surface and storm water drainage  
 5 facilities for the property in general shall be completed and accepted by the Village before any  
 6 occupancy permits are issued for the building. The Village will not accept the surface and storm  
 7 water drainage system until the entire system is installed in accordance with plans and  
 8 specifications to the reasonable satisfaction of the Village Administrator and Village Engineers.  
 9

10  
 11 **C. GRADING, EROSION AND SILT CONTROL**

12 The Developer hereby agrees that:

- 13 1. Prior to commencing site grading and execution, the Developer shall provide to the Village  
 14 written certification from the Developer's Engineer that the plan, once implemented, shall meet  
 15 all federal, state, county and local regulations, guidelines, specifications, laws and ordinances,  
 16 including proof of notification of land disturbances to the State of Wisconsin Department of  
 17 Natural Resources and or the Department of Commerce and written proof that the Wisconsin  
 18 Department of Natural Resources and or the Department of Commerce and the Army Corps of  
 19 Engineers, if applicable, have approved the plans.  
 20  
 21 2. The Developer shall cause all grading, excavation, open cuts, side slopes and other land surface  
 22 disturbances to be so seeded and mulched, sodded or otherwise protected that erosion, siltation,  
 23 sedimentation and washing are prevented in accordance with the plans and specifications  
 24 reviewed and approved by the Village Engineer, the Wisconsin Department of Natural  
 25 Resources, and or the Department of Commerce and Army Corps of Engineers, if applicable.  
 26

27 **D. LANDSCAPING AND SITE WORK, INCLUDING ONGOING MAINTENANCE OF PUBLIC**  
 28 **PROPERTY:**

29 NOT APPLICABLE  
 30

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

- 32  
 33 1. The developer acknowledges that business related signage is not part of this approval and must  
 34 be applied for separately. Also that any representation of business signage on the plan sheets is  
 35 representative only and not approved as part of this agreement.  
 36

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

38 The Developer hereby agrees that:

- 39 1. The improvements shall be constructed in accordance with the following specifications.  
 40  
 41 a. Village of Sister Bay Engineering Design Manual, dated June 18, 2008.  
 42 b. Standard Specifications for Sewer and Water Construction in Wisconsin, Fifth Edition,  
 43 March 1, 1988, and as amended January 1, 1992.  
 44 c. The Wisconsin Construction Site Best Management Practice Handbook for Erosion  
 45 Control.  
 46 d. State of Wisconsin, Department of Transportation Standard Specifications for Highway and  
 47 Structure Construction, 1996 and supplemental specifications or the most recent edition.  
 48  
 49 2. A sewer and water plan should be submitted to the Village Utility Department that shows where  
 50 every water service line and sanitary line runs, the location of all water meters, calculations on  
 51 sanitary fixture units for each metered location to enable the Utility Department to determine the

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1 impact and hook-up fees. The Developer shall install the sanitary and water connections to the  
 2 Village system in accordance with the plans and specifications on file in the Village  
 3 Administrator's office.

- 4  
 5 3. The developer agrees to do all the public and private infrastructure construction according to the  
 6 Village's various codes including but not limited to the Utility Code, Land Division Code and the  
 7 Design Standards. Upon completion of all construction the developer shall provide the Village  
 8 with "as built" plans. The developer agrees that all underground piping regardless of type or  
 9 location shall be marked with locating wire according to accepted standards. The developer  
 10 agrees that all improvements within the public right-of-way or public easements shall be  
 11 inspected by Village inspectors at the developer's expense.

12  
 13 **G. ADDITIONAL IMPROVEMENTS AND MAINTENANCE AGREEMENT**

14 NOT APPLICABLE

15  
 16 **SECTION 7. SITE SPECIFIC REQUIREMENTS**

- 17 1. The Developer shall maintain continuous access around the building and to any fire hydrants as  
 18 required by the current Zoning Code as directed by the Fire Department and Water Utility.  
 19  
 20 2. The developer agrees to bury all electric, telephone and cable television lines from existing  
 21 wooden poles or underground service to the building.  
 22  
 23 3. The lighting plan shall not allow any light trespass at the property line in excess of the standards  
 24 set forth in Section 66.0809. The lighting contractor shall provide written verification of  
 25 compliance before occupancy shall be granted. All pole lighting taller than eight feet in height  
 26 shall conform in style to the Village standard pole and luminaire.  
 27  
 28 4. ANY liquid propane tanks shall be buried in a location approved by the Fire Department. The  
 29 tanks and line locations shall be registered with Door County.  
 30  
 31 5. The Village agrees that the general contractor shall be allowed a temporary construction sign on  
 32 the property equal to 24 square feet per side per the requirements of Section 66.0710(b)) of the  
 33 Code.  
 34

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

36 The improvements set forth in Section 3 above shall be completed by the Developer in total within the  
 37 specific time limits from the date of this agreement being signed except as otherwise provided for in  
 38 this agreement.  
 39

40 **SECTION 9. FINAL ACCEPTANCE**

41 Not applicable.  
 42

43 **SECTION 10. DEDICATION OF IMPROVEMENTS**

44 NOT APPLICABLE.  
 45

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

47 Not applicable.  
 48

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

50 The ultimate responsibility for the proper design and installation of sewer facilities, water facilities,  
 51 drainage facilities, landscaping and all other improvements are upon the Developer. The fact that the

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1 Village or its engineer, or its attorney, or its staff may approve a specific project shall not constitute a  
 2 waiver, or relieve the Developer from the ultimate responsibility for the design, performance and  
 3 function of the development and related infrastructure.

4  
5 **SECTION 13. SETBACK AGREEMENT**

6 NOT APPLICABLE

7  
8 **SECTION 14. VILLAGE RESPONSIBILITY FOR IMPROVEMENTS**

9 Not applicable.

10  
11 **SECTION 15. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVAL OF CERTIFIED**  
12 **SURVEY MAP**

13 Not applicable.

14  
15 **SECTION 16. CONSTRUCTION PERIOD FINANCIAL GUARANTEE**

16 Not applicable.

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

19 1. During the Construction period, the Developer shall make every effort to minimize noise, dust  
 20 and similar disturbances, recognizing that the project is located near existing residences. The  
 21 project construction or demolition shall only occur between the hours of 5:00 a.m. and 9:00  
 22 p.m., Monday Through Thursday only. Grading, excavation, blasting, demolition, roadway  
 23 construction or underground utility construction shall only occur between the hours of 8:00 a.m.  
 24 and 8:00 p.m., during weekdays except in cases of urgent necessity in the interest of public  
 25 health and safety. If the Village Administrator determines that, the public health and safety will  
 26 not be impaired by these activities he/she may grant permission for such work to be done during  
 27 other hours on application being made at the time the permit for the work is awarded or during  
 28 the progress of the work. Blasting mats, or other established method, shall be used to prevent  
 29 flying debris resulting from the blasting operation. Not less than 24 hours before blasting, the  
 30 Developer and Contractor shall notify in writing all residences and businesses near the work of  
 31 the Contractor's intent to blast. A copy of the written notice shall also be delivered to the Village.  
 32 The Village Administrator may authorize other work outside these specified hours.

33  
34 2. No construction work shall be permitted during Marina Fest, Fall Festival or the Capture the  
 35 Spirit tree lighting, nor any other published event in the Sister Bay brochure published by the  
 36 Sister Bay Advancement Association.

37  
38 3. The Developer and/or holder of the Class "B" 300 Seat Liquor License shall work cooperatively  
 39 with the Village and its officials to reduce noise impact on surrounding neighborhoods.

40  
41 4. Any Outdoor Entertainment at the licensed premises will end at or before 11:00PM

42  
43 5. Noise from the licensed premise will be kept below 75dB between 11:00PM and 7:00AM  
 44 measured at a point of 25 feet from the property line.

45  
46 **SECTION 18. CONDITIONS OF ALL OBLIGATIONS OF THE PARTIES UNDER THIS DEVELOPMENT**  
47 **AGREEMENT**

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

## 2016 Al Johnson's Outdoor Bar Development Agreement

- 1 a. All representations and warranties of the Developer set forth in this Development Agreement and  
 2 in all agreements expressly referred to herein shall at all times be true, complete and correct;  
 3 b. All covenants and obligations of the Developer under this Development Agreement are duly and  
 4 substantially performed, observed, satisfied and paid, when and as required herein;  
 5 c. No event of default has occurred, or with the giving of notice or lapse of time would occur;  
 6 d. There is no material adverse change in the financial condition of the Developer, which might  
 7 impair its ability to perform its obligations under this Development Agreement.  
 8

**SECTION 19. DEFAULT/REMEDIES**

- 9  
 10 1. An event of default ("Event of Default") is any of the following:  
 11 a. A failure by the Developer to cause substantial completion of the Development Project or  
 12 any part thereof to occur pursuant to the terms, conditions and limitations of this  
 13 Development Agreement; a failure of either party to perform or observe any and all  
 14 covenants, conditions, obligations or agreements on its part to be observed or performed  
 15 when and as required under this Development Agreement within thirty (30) days of notice  
 16 of the failure to the Developer;  
 17 b. A failure by the Developer to pay any amount or when and as due to the Village within ten  
 18 (10) days of notice of such failure to the Developer;  
 19 c. The Developer becomes insolvent or is the subject of bankruptcy, receivership or  
 20 insolvency proceedings of any kind; or  
 21 d. The dissolution or liquidation of the Developer, or the commencement of any proceedings  
 22 therefore.  
 23  
 24 2. Whenever an Event of Default occurs and is continuing, the non-breaching party may take any  
 25 one or more of the following actions without waiving any rights or remedies available to it:  
 26 a. Immediately suspend its performance under this Development Agreement from the time  
 27 any notice of an event of default is given until it receives assurances from the breaching  
 28 party deemed adequate by the non-breaching party, that the breaching party will cure its  
 29 default and continue its due and punctual performance under this Development  
 30 Agreement; or  
 31 b. Commence legal or administrative action, in law or in equity, which may appear necessary  
 32 or desirable to enforce performance and observance of any obligation, agreement or  
 33 covenant of the breaching party under this Development Agreement.  
 34 c. Perform or have performed all necessary work in the event the non-breaching party  
 35 determines that any Event of Default may pose an imminent threat to the public health or  
 36 safety, without any requirement of any notice whatsoever. In the event of a default by the  
 37 Developer, the Village may use and apply all or any portion of the bond provided by the  
 38 Developer under Section 16 above to cure such default.  
 39  
 40 3. No remedy or right conferred upon or reserved to a party in this Development Agreement is  
 41 intended to be exclusive of any other remedy or remedies, but each and every such right and  
 42 remedy shall be cumulative and shall be in addition to every other right and remedy given under  
 43 this Development Agreement now or hereafter existing at law or in equity. No delay or omission  
 44 to exercise any right or power accruing upon any default shall impair any such right or power or  
 45 shall be construed to be a waiver thereof, but any such right and power may be exercised from  
 46 time to time and as often as may be deemed expedient.  
 47  
 48 4. In the event any warranty, covenant or agreement contained in this Development Agreement  
 49 should be breached by a party and thereafter waived by the other, such waiver shall be limited to  
 50 the particular breach so waived and shall not be deemed to waive any other concurrent,  
 51 previous or subsequent breach hereunder.

- 1  
2 5. Whenever any Event of Default occurs and a party incurs attorney's fees, court costs and other  
3 such expenses for the collection of payments due or to become due or for the enforcement or  
4 performance or observance of any obligation or agreement on the part of the other herein  
5 contained, the prevailing party shall be reimbursed the actual attorney's fees, court costs and  
6 other such expenses incurred by such prevailing party.  
7

#### 8 **SECTION 20. PERMITTED DELAYS**

9 Not applicable.  
10

#### 11 **SECTION 21. ADDITIONAL PROVISIONS**

- 12 1. No member of any governing body or other official of the Village ("Village Official") shall have  
13 any financial interest, direct or indirect, in this Development Agreement, the Property or the  
14 Development Project, or any contract, agreement or other transaction contemplated to occur or  
15 be undertaken thereunder or with respect thereto, unless such interest is disclosed to the Village  
16 and the Village Official fully complies with all conflict of interest requirements of the Village. No  
17 Village Official shall participate in any decision relating to this Development Agreement, which  
18 affects his or her personal interest or the interests of any corporation, partnership, or association  
19 in which he or she is directly or indirectly interested. No member, official or employee of the  
20 Village shall be personally liable to the Village for any event of default or breach by the  
21 Developer of any obligations under the terms of this Development Agreement. Nothing  
22 contained in this section shall preclude a Village Official from engaging in negotiation,  
23 commerce, leasing, purchase or other financial arrangements with developer after execution of  
24 this document.  
25
- 26 2. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in  
27 and shall become a part of this Development Agreement.  
28
- 29 3. Nothing herein shall be construed or interpreted in any way to waive any obligation or  
30 requirement of the Developer to obtain all necessary approvals, licenses and permits from the  
31 Village in accordance with its usual practices and procedures, nor limit or affect in any way the  
32 right and authority of the Village to approve or disapprove any and all plans and specifications,  
33 or any part thereof, or to impose any limitations, restrictions and requirements on the  
34 development, construction and/or use of the Development Project as a condition of any such  
35 approval, license or permit; including, without limitation, requiring any and all other  
36 development and similar agreements.  
37
- 38 4. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or  
39 incorporated herein.  
40
- 41 5. Descriptive headings are for convenience only and shall not control or affect the meaning or  
42 construction of any provision of this Development Agreement.  
43
- 44 6. Any notice required hereunder shall be given in writing, signed by the party giving notice,  
45 personally delivered or mailed by certified or registered mail, return receipt requested, to the  
46 parties' respective addresses as follows:  
47

## 2016 Al Johnson's Outdoor Bar Development Agreement

1 Village Administrator  
 2 Village of Sister Bay  
 3 2383 Maple Drive  
 4 Sister Bay, WI 54234  
 5

6 The notices or responses to Grantee shall be addressed as follows:

7 JOHNSON FAMILY TRUST  
 8 P.O. BOX 257  
 9 SISTER BAY, WISCONSIN 54235  
 10

## 11 **SECTION 22. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES**

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

## 21 **SECTION 23. GENERAL INDEMNITY**

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

## 42 **SECTION 24. INSURANCE**

43 The Developer, its contractors, suppliers and any other individual working on the public right of way  
 44 shall maintain at all times until the expiration of the guarantee period, insurance coverage in the forms  
 45 and in the amounts as required by the Village consistent with other projects in the public right of way.  
 46

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

48 The Developer shall be responsible for zoning and development fees such as are applicable as of the  
 49 date of the development agreement. The Developer shall be responsible for any impact fees as are  
 50 properly levied by the Village.  
 51

**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 having received a recommendation from the Village's Plan Commission. The Plan Commission shall consider the amendment under the conditional use process.

**SECTION 34. DURATION**

The Developer acknowledges that the requirements regarding the operation and maintenance of the project as fully described above shall continue and not expire. The Developer acknowledges that the Village may from time to time establish new zoning, utility, storm water and other requirements or standards that apply to similarly situated properties which, if applicable shall apply to this project. The Developer may petition the Village Board to cancel or eliminate the requirements of the Agreement. Prior to considering the petition, the Board shall ask the Plan Commission to conduct a public hearing

2016 Al Johnson’s Outdoor Bar Development Agreement

1 and make a recommendation regarding the petition. The Board may cancel the agreement if it  
2 determines that there is no further value or need for the Developer to comply with its requirements.

3  
4 **SECTION 35. ADDITIONAL MINIMUM ASSESSED VALUATION**

5 NOT APPLICABLE

6  
7 **IN WITNESS WHEREOF**, the Developer and the Village have caused this agreement to be signed by  
8 their appropriate officers and their corporate seals to be hereunto affixed in three original counterparts  
9 the day and year first above written.

10  
11 **DEVELOPER** JOHNSON FAMILY TRUST

12  
13 By: \_\_\_\_\_  
14 LARS JOHNSON

15 **COUNTY OF DOOR**

16  
17 Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2016, \_\_\_\_\_,  
18 \_\_\_\_\_ of \_\_\_\_\_, to me known to be the person who executed the  
19 foregoing instrument and to me acknowledged that he executed the foregoing instrument in such  
20 capacity.

21  
22 \_\_\_\_\_  
23 Notary Public, State of WI  
24 My commission expires: \_\_\_\_\_

25  
26 **VILLAGE OF SISTER BAY**

27  
28 \_\_\_\_\_  
29 Village President

30  
31 \_\_\_\_\_  
32 Village Clerk

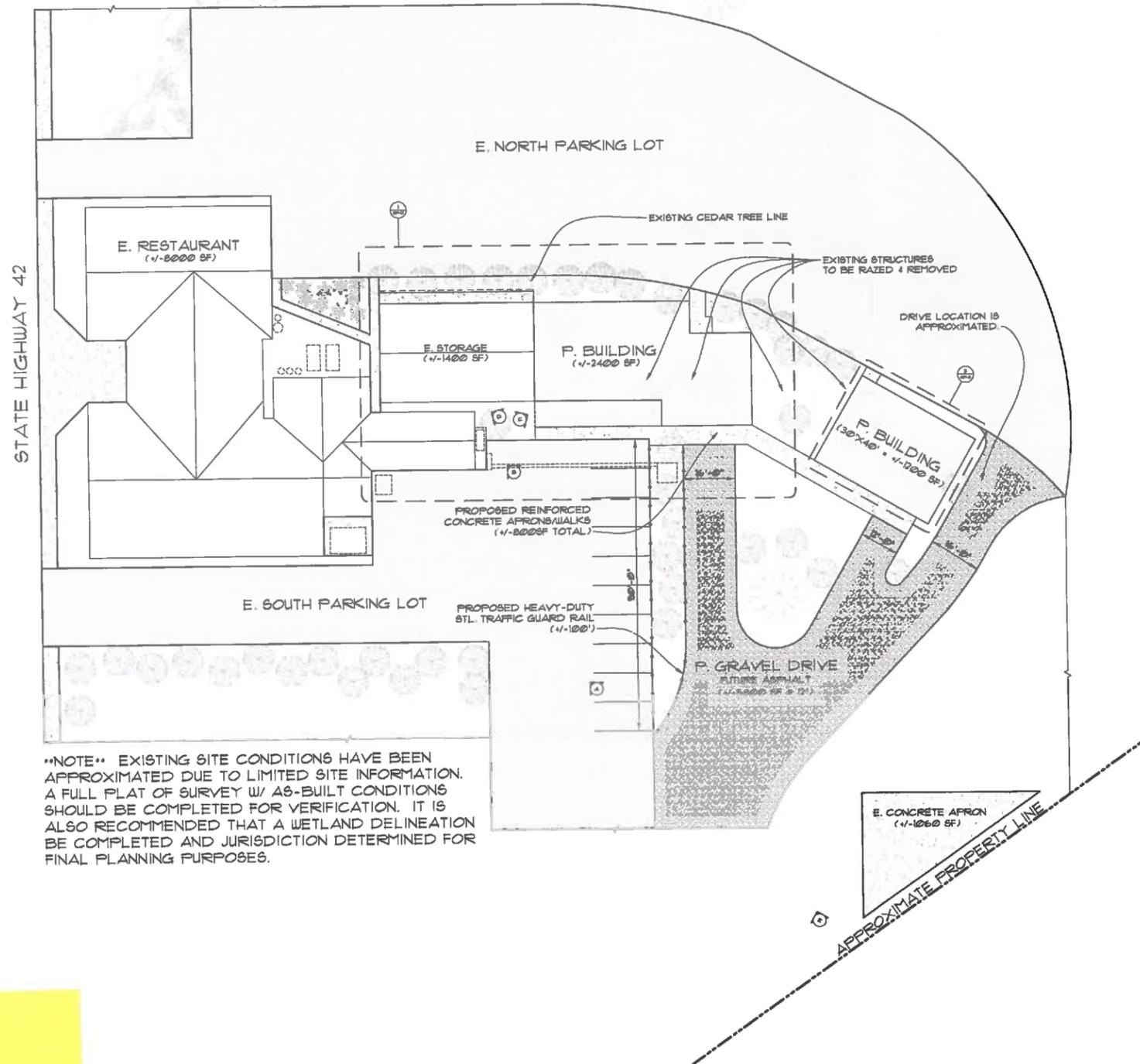
33 **STATE OF WISCONSIN**

34 **COUNTY OF DOOR**

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

42  
43 \_\_\_\_\_  
44 Notary Public, State of WI  
45 My commission expires: \_\_\_\_\_

46 Approved As To Form:  
47 \_\_\_\_\_  
48 Village Administrator



**\*\*NOTE\*\*** EXISTING SITE CONDITIONS HAVE BEEN APPROXIMATED DUE TO LIMITED SITE INFORMATION. A FULL PLAT OF SURVEY W/ AS-BUILT CONDITIONS SHOULD BE COMPLETED FOR VERIFICATION. IT IS ALSO RECOMMENDED THAT A WETLAND DELINEATION BE COMPLETED AND JURISDICTION DETERMINED FOR FINAL PLANNING PURPOSES.

312111  
920-495-3370

N  
  
**CONCEPTUAL SITE PLAN**  
 SCALE: 1:20 (24X36 PAPER)



A



B



C



D



E

**EXISTING SITE PHOTOGRAPHS**  
 NOVEMBER 2015



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**CLIENT AGREEMENT**  
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**DOCUMENTS FOR APPROVAL:**  
 O APPROVED AS SHOWN  
 Δ APPROVED WITH REVISIONS  
 X NOT APPROVED

CLIENT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

CLIENT: **AL JOHNSON'S RESTAURANT**  
 16  
 185 EAST WALNUT STREET  
 STURGEON BAY, WI  
 DOOR COUNTY

**ORIGIN DATE:**  
 12/3/15

**REVISIONS:**  
 Δ 12/12/15: CLIENT REVISION  
 Δ 1/25/16: CLIENT REVISION  
 Δ 3/22/16: FINAL CONCEPT

**DRAWN BY:** EGP  
**CHECKED BY:** DMR

**DRAWING TITLE:**  
 CONCEPTUAL DEVELOPMENT PLAN

**DRAWING No.:**  
**CP-1.0**  
 SCALE: AS SHOWN



1 CONCEPTUAL RENDERING  
LOOKING NORTHWEST



2 CONCEPTUAL RENDERING  
LOOKING NORTHEAST



3 CONCEPTUAL RENDERING  
LOOKING EAST



4 CONCEPTUAL RENDERING  
LOOKING SOUTHWEST

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 NOT APPROVED

CLIENT SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

CLIENT: **AL JOHNSON'S RESTAURANT**  
 CLIENT: STATE HIGHWAY 42  
 SISTER BAY, WI  
 DOOR COUNTY

ORDER DATE: 12/2/15  
 REVISIONS:  
 12/18/15: CLIENT REVISION  
 1/26/16: CLIENT REVISION  
 3/2/16: FINAL CONCEPT

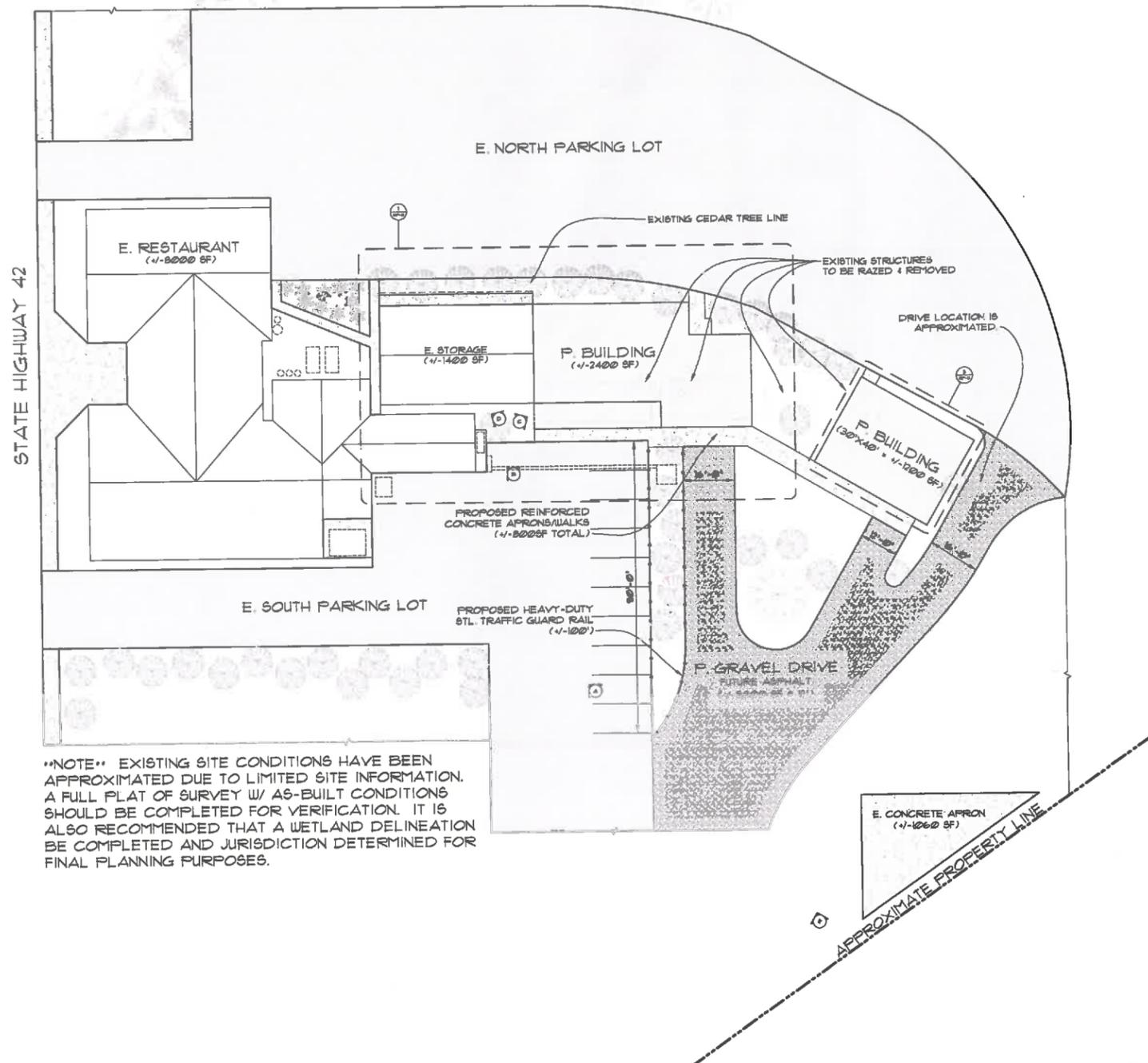
DRAWN BY: EGP  
 CHECKED BY: DMR

DRAWING TITLE:  
 CONCEPTUAL  
 DEVELOPMENT  
 PLAN

DRAWING NO.:

**CP-1.3**

SCALE:  
 AS SHOWN



N  
 CONCEPTUAL SITE PLAN  
 SCALE: 1:20 (24X36 PAPER)



A



B



C



D



E

EXISTING SITE PHOTOGRAPHS  
 NOVEMBER 2015

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CLIENT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

CLIENT: AL JOHNSON'S RESTAURANT  
 CLIENT: STATE HIGHWAY 42  
 CLIENT: SISTER BAY, WI  
 CLIENT: DOOR COUNTY

DRAWN DATE: 12/23/15  
 REVISIONS:  
 12/19/15: CLIENT REVISION  
 1/28/16: CLIENT REVISION  
 5/2/16: FINAL CONCEPT

DRAWN BY: EGP  
 CHECKED BY: DMR

DRAWING TITLE: CONCEPTUAL DEVELOPMENT PLAN

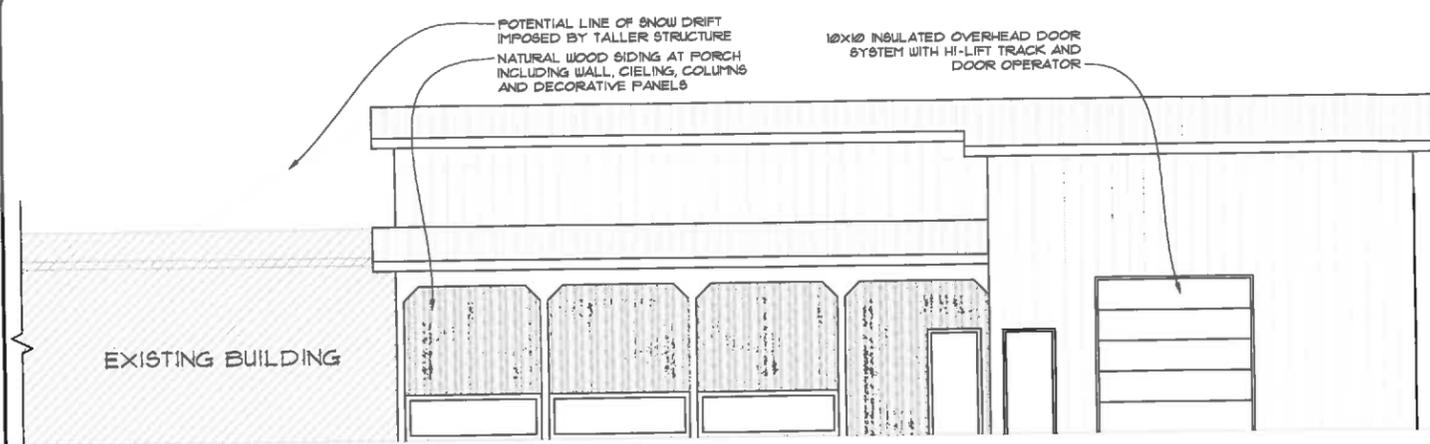
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 SCALE: AS SHOWN

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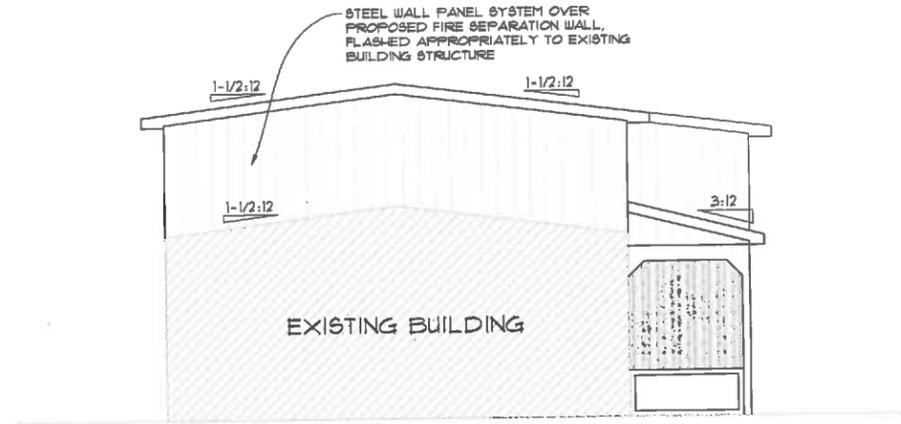
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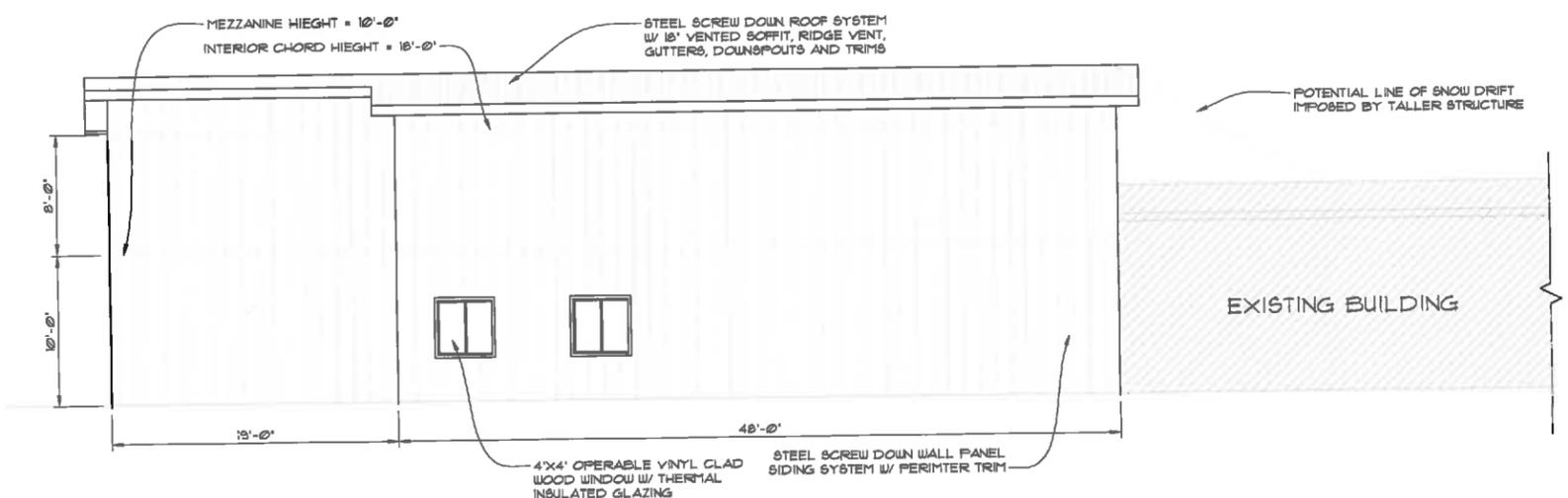
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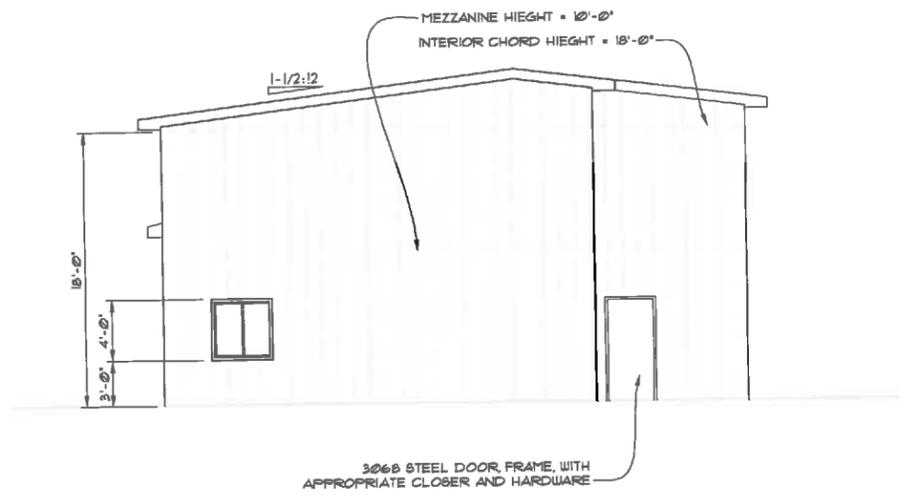
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SCALE: 3/16" = 1'-0" (24X36 PAPER)



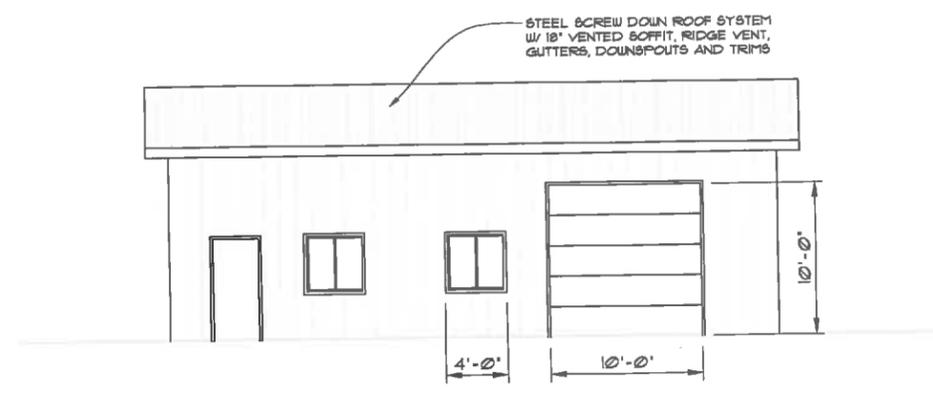
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SCALE: 3/16" = 1'-0" (24X36 PAPER)



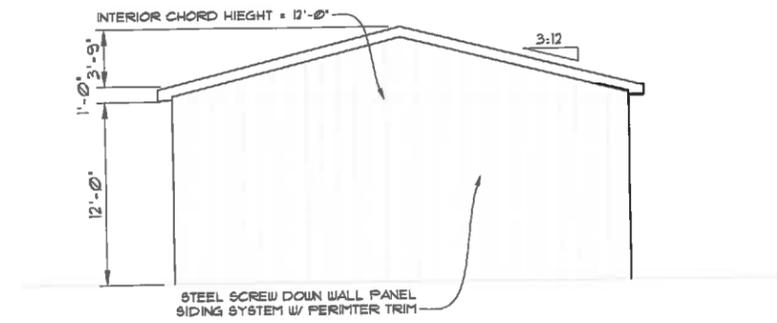
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SCALE: 3/16" = 1'-0" (24X36 PAPER)



4 CONCEPTUAL ELEVATION  
SCALE: 3/16" = 1'-0" (24X36 PAPER)



5 CONCEPTUAL ELEVATION  
SCALE: 3/16" = 1'-0" (24X36 PAPER)



6 CONCEPTUAL ELEVATION  
SCALE: 3/16" = 1'-0" (24X36 PAPER)

CLIENT: **AL JOHNSON'S RESTAURANT**  
 42 STATE HIGHWAY  
 SISTER BAY, WI  
 DOOR COUNTY

DATE:	12/27/15
REVISIONS:	A 12/18/15: CLIENT REVISION B 12/26/15: CLIENT REVISION C 12/27/15: FINAL CONCEPT
DRAWN BY:	EGP
CHECKED BY:	DMR
DRAWING TITLE:	CONCEPTUAL DEVELOPMENT PLAN

DRAWING No.: **CP-1.2**  
SCALE: AS SHOWN

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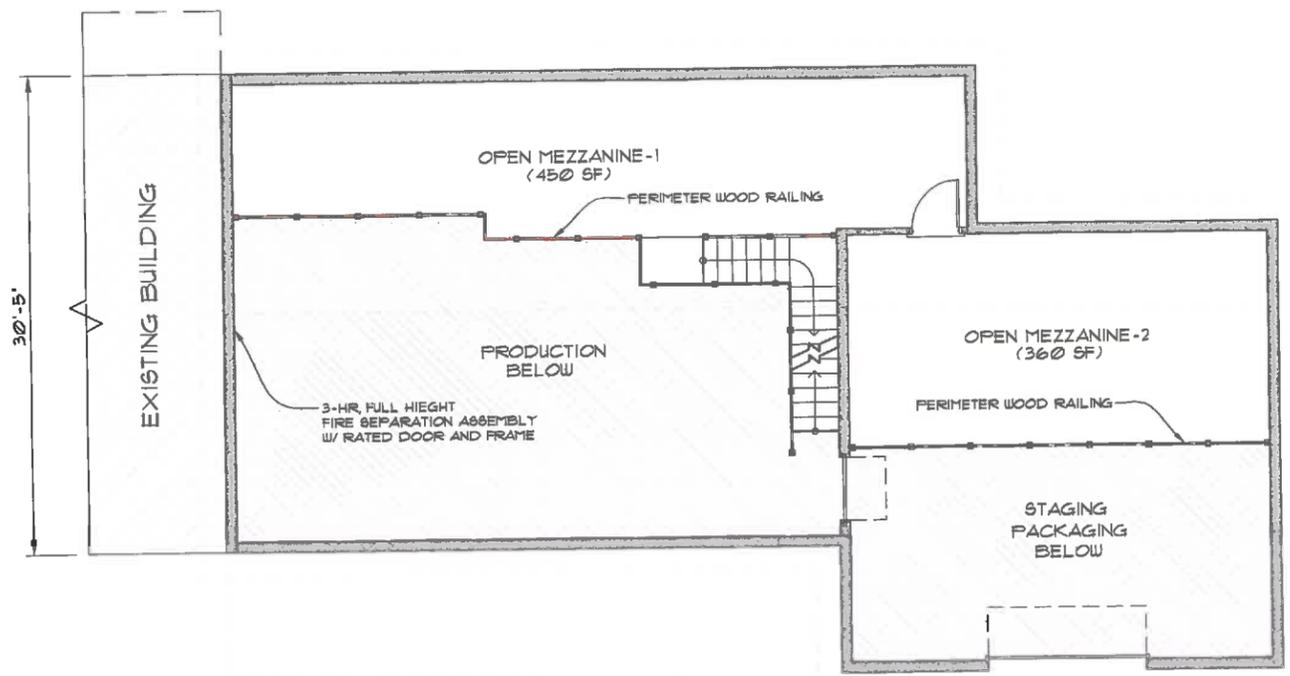
CLIENT: **AL JOHNSON'S RESTAURANT**  
 401 STATE HIGHWAY 42  
 SISTER BAY, WI  
 DOOR COUNTY

DESIGN DATE: 12/3/15  
 REVISIONS:  
 12/17/15: CLIENT REVISION  
 1/28/16: CLIENT REVISION  
 5/22/16: FINAL CONCEPT

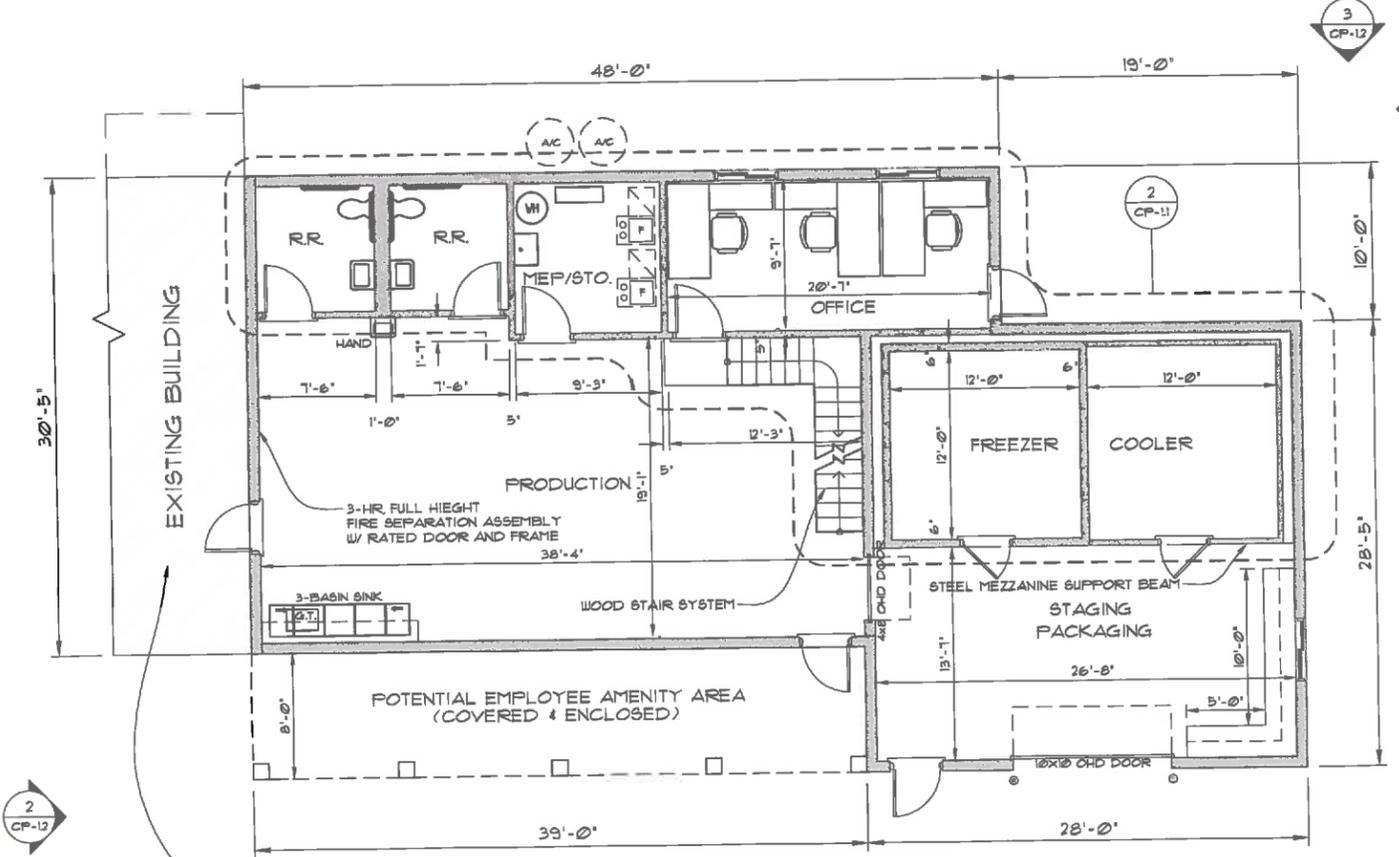
DRAWN BY: EGP  
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DRAWING TITLE:  
 CONCEPTUAL DEVELOPMENT PLAN

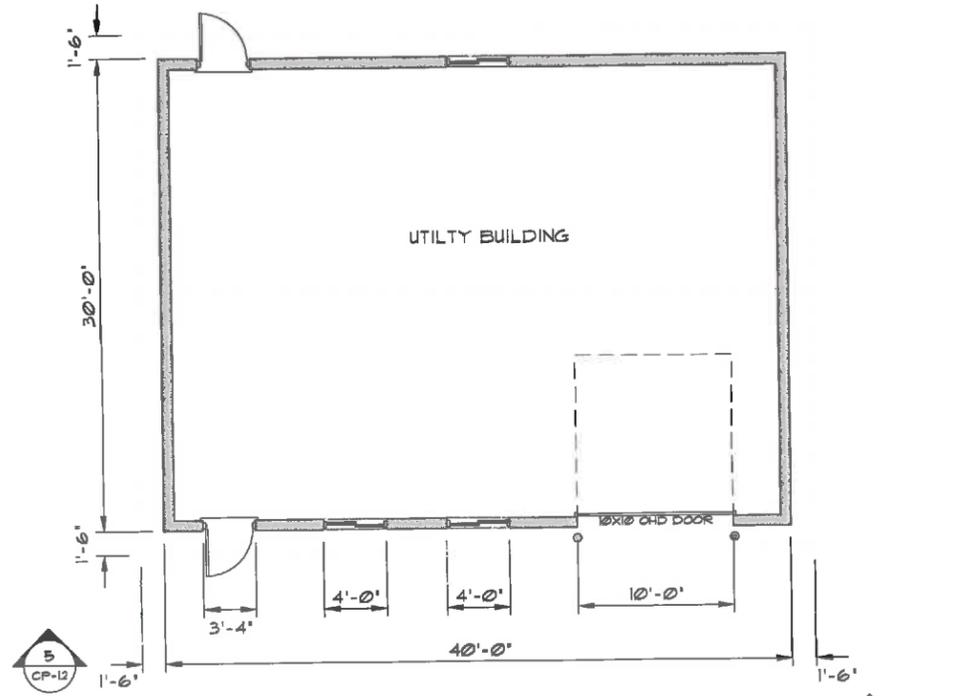
DRAWING No.:  
**CP-11**  
 SCALE:  
 AS SHOWN



2 CONCEPTUAL FLOOR PLAN  
 SCALE: 3/16" = 1'-0" (24X36 PAPER)

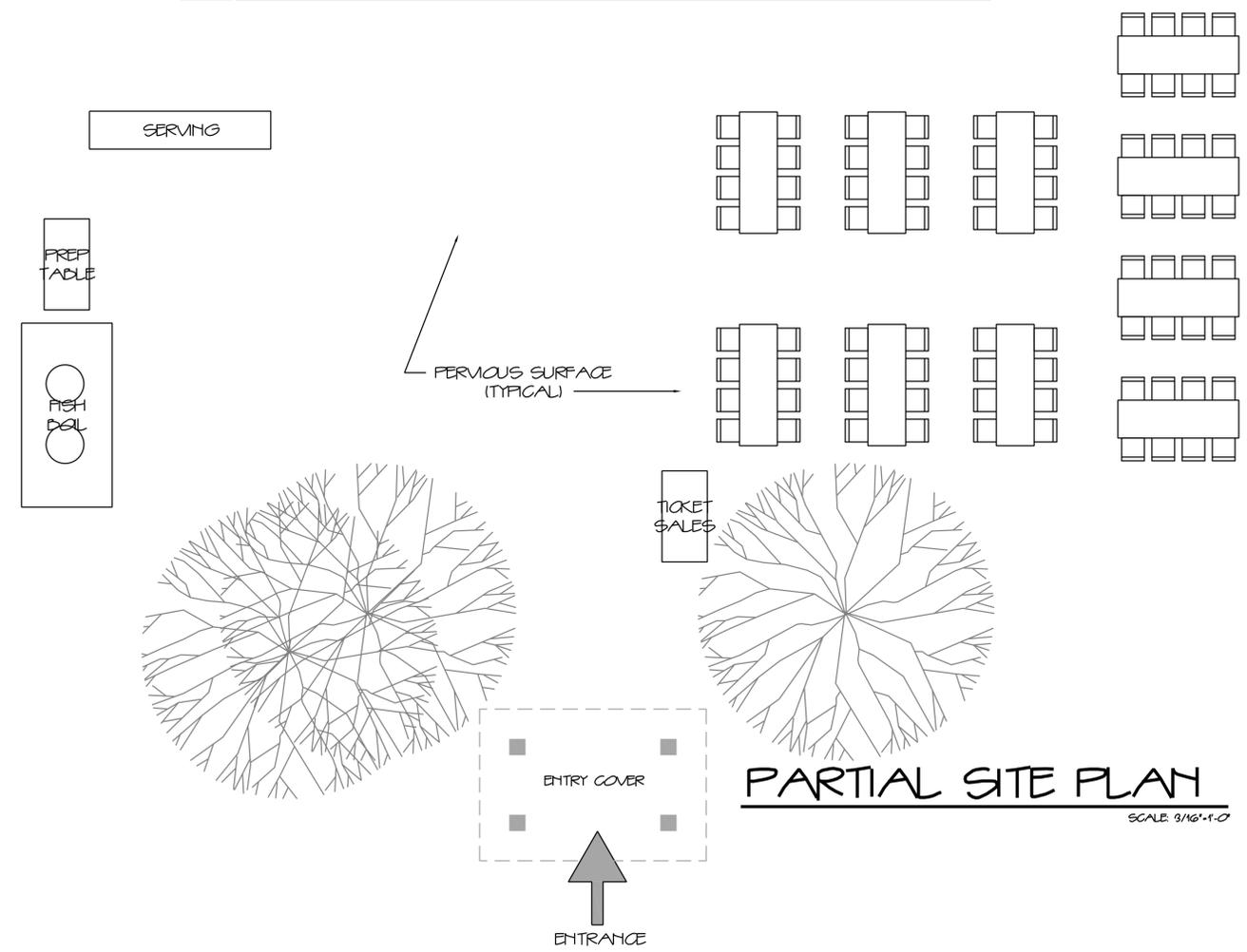
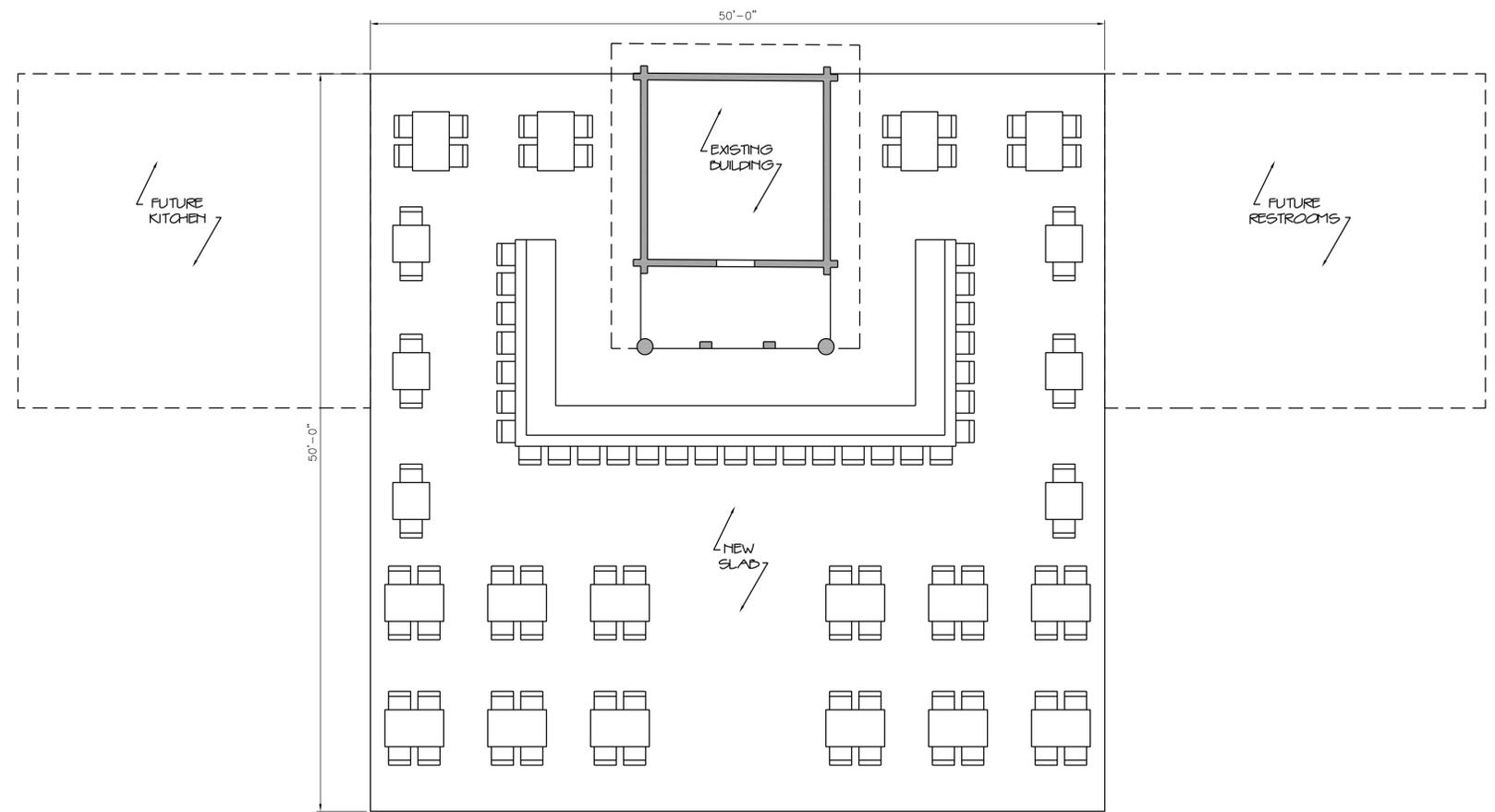


1 CONCEPTUAL FLOOR PLAN  
 SCALE: 3/16" = 1'-0" (24X36 PAPER)



3 CONCEPTUAL FLOOR PLAN  
 SCALE: 3/16" = 1'-0" (24X36 PAPER)

ADJACENT BAY OF STEEL BUILDING SHALL BE ANALYZED BY AN INDEPENDENT STRUCTURAL ENGINEER FOR POTENTIAL REINFORCEMENT DUE TO IMPOSED SNOW LOADING OF PROPOSED HIGHER BUILDING



**SITE PLAN**  
NO SCALE

- GENERAL NOTES**
- SEATING**  
EXISTING RESTAURANT SEATING - 130  
PROPOSED ADDITIONAL SEATING - 185  
TOTAL SEATING UPON COMPLETION - 315
  - LIGHTING**  
ALL EXTERIOR BUILDING MOUNTED LIGHTING AND AREA LIGHTING WILL CONFORM TO DARK SKY STANDARDS.
  - STORMWATER**  
UPON COMPLETION, PROJECT WILL CONFORM TO ALL STATE AND VILLAGE STORMWATER RUNOFF STANDARDS
  - BUILDING**  
FUTURE CONSTRUCTION WILL COMPLY WITH ALL STATE AND VILLAGE STANDARDS.

ISAKSEN ARCHITECTS, L.L.C.  
119 SOUTH MADISON AVENUE  
STURGEON BAY, WISCONSIN 54235  
PHONE: 920-743-9759 FAX: 920-743-9762  
EMAIL: HENRY@ISAKSENARCHITECTS.COM



AL JOHNSON DEVELOPMENT  
PRELIMINARY DRAWING  
SISTER BAY, WISCONSIN

REVISIONS

DATE  
5/24/2016

SHEET  
**1**  
OF 1