

1 Lienau asked if anyone wished to comment regarding the proposed Condo Plat.

2
3 *Kurt Pagel, who owns a residence on Parkview Drive, pointed out the following factors:*

- 4 • *He believes the building Gokey intends to construct is too high.*
- 5 • *He understands that there is the possibility of creating a PEDD, (Premier Economic*
- 6 *Development District), in the area in question and doesn't believe another liquor*
- 7 *license is needed in the Village.*
- 8 • *He would like to see decibel readings taken from Gokey's property line when concerts*
- 9 *are conducted.*
- 10 • *He is concerned that parking issues will arise in the area in question.*
- 11 • *He sincerely hopes that anyone who purchases a unit in Gokey's building "loves very*
- 12 *loud music".*

13
14 *Denise Bhirdo asked for clarification as to some of the architectural features of Gokey's*

15 *building and also asked if parking requirements have been met, and Lienau reiterated that all*

16 *required Village Board and Plan Commission approvals have already been granted for all*

17 *those aspects of the development.*

18
19 *At 8:19 P.M. Lienau asked if anyone else wished to comment, and when no one responded he declared*

20 *that the public hearing was officially closed.*

21
22 Shumway stated that she firmly believes it is improper for the Plan Commission to approve

23 of any actions which will result in a developer realizing monetary gain, and, therefore, she is

24 opposed to approval of the Condo Plat which was submitted by Gokey.

25
26 *A motion was made by Howard, seconded by Baker that the Plan Commission recommends that the*

27 *Condo Plat for Village of Sister Bay Parcel No. 181-21-0201A which was reviewed at this meeting be*

28 *approved as presented. (That property is commonly referred to as "The Mill Road West/Gokey*

29 *Development Site".) Motion carried with Shumway and Grutzmacher opposed.*

30
31 *At 8:31 P.M. a brief recess was taken and the Plan Commission reconvened at 8:40 P.M.*

32
33 **Item No. 2. Preliminary discussion regarding a project which is being proposed by Todd**

34 **Frisoni for the Door County Ice Cream Factory; Consider appropriate motions for action:**

35 *At 8:32 P.M. Shumway recused herself due to a potential conflict of interest and left the room.*

36
37 Site plans, a foundation plan, floor plans and architectural drawings for a building Todd

38 Frisoni would like to construct on his property at 10674 N. Bay Shore Drive were included in

39 the meeting packets, and the Commission members jointly reviewed those documents. (That

40 building will house the new Door County Ice Cream Factory.) During the review process

41 Frisoni noted that there are some wetlands on the property in question, but those wetlands

42 were taken into consideration when the plans were prepared and are clearly delineated.

43 Jackson noted that any approvals which are issued by the Village will only take the

44 provisions of the Village's Zoning Code into consideration and will not supersede any State

45 or DNR rules, regulations or laws related to development around wetlands. The Village's

46 Engineer will eventually be asked to delineate any wetlands which are on the property, and

47 Frisoni will be required to submit a compliant Stormwater Management Plan and execute

48 any and all applicable legal documents. Jackson noted that the driveway access to the Frisoni

1 property will be off of Spring Road, and suggested that the Plan Commission not require
 2 Frisoni to install pole mounted parking lot lights. It was the consensus that some type of low
 3 profile parking lot lights shall be utilized instead.

4
 5 *The Commission members indicated that they like Frisoni's proposed building very much, but would
 6 like to see:*

- 7 • *A photograph or manufacturer's pamphlet which depicts the style of roll-up door Frisoni*
 8 *would like to install on the building;*
- 9 • *A Parking Plan;*
- 10 • *Physical samples of the building façade materials;*
- 11 • *Screening for dumpsters;*
- 12 • *A Landscaping Plan;*
- 13 • *Screening for the HVAC hood system for the building; and,*
- 14 • *A Lighting Plan.*

15
 16 *All those items will be reviewed at a future meeting of the Commission.*

17
 18 *Shumway returned to the table at 9:04 P.M.*

19
 20 **Item No. 3. Review of the façade materials and architectural design of proposed buildings**
 21 **to be constructed on Village of Sister Bay Parcel No. 181-00-08312822W, which property**
 22 **has been assigned an address of 2450 Bittersweet Lane and is commonly referred to as**
 23 **"The Schaffer Property"; Discussion regarding the façade materials and the architectural**
 24 **design proposal; Consider motions for action if appropriate:**

25 Jackson noted that neither Bill Anderson nor Steve Chomeau were able to attend this
 26 meeting, and then presented siding, trim and color samples which had been provided to him
 27 by Chomeau. He also noted that architectural drawings and diagrams depicting the type of
 28 landscaping/screening Anderson intends to install had been included in the meeting
 29 packets, and the Commission members jointly reviewed all of that documentation.

30
 31 *During the review process the Commission members approved the proposed siding, trim and color*
 32 *samples which were presented at this meeting, but indicated that they would like to see:*

- 33 • *Spec. sheets for the type of parking lot/ground lighting Anderson would like to install;*
- 34 • *Screening on the ends and backs of the buildings which face residential areas; and*
- 35 • *Trim work added to the backs and ends of the buildings.*

36
 37 *Shumway noted that she still believes the screening depicted on the previously mentioned diagrams is*
 38 *inadequate, especially in light of the fact that it abuts a residential neighborhood.*

39
 40 *It was the consensus that a double row of staggered evergreens which are 6' tall or larger at the time of*
 41 *planting, with deciduous trees interspersed at a height above the evergreens shall be provided. There*
 42 *can be no more than 20% visibility of any of the structures at or below the height of any of the*
 43 *evergreens.*

44
 45 *A motion was made by Solomon, seconded by Shumway that the Plan Commission approves of the*
 46 *architectural drawings and diagrams which were reviewed at this meeting for the proposed buildings*
 47 *to be constructed on Village of Sister Bay Parcel No. 181-00-08312822W, as well as the siding, trim*

1 *and color samples for those buildings, on the condition that all the previously mentioned conditions*
 2 *must be complied with. Motion carried – All ayes.*

3
 4 **Item No. 4. Discussion on a request from Jerry Zaug of the Country House Resort to**
 5 **abandon public rights-of-way servicing his properties; Consider an appropriate motion**
 6 **for action:**

7 *At 9:35 P.M. Baker recused himself due to a potential conflict of interest and had a seat in the*
 8 *audience.*

9
 10 Jerry Zaug recently informed Jackson that an extension of N. Highland Road and an
 11 extension of Sunny Court are surrounded by property which is owned by his company,
 12 Zaug Enterprises. It is Zaug's contention that neither of the road extensions serve a public
 13 purpose or are maintained by the Village. Therefore, he is asking that the Village abandon
 14 them. Jackson agrees that both of the previously mentioned road extensions should be
 15 abandoned, but in order for that to occur a Public Hearing must be conducted. The Village
 16 Attorney will also have to draft appropriate paperwork, and it will be necessary for Zaug to
 17 execute a very basic Development Agreement in which he agrees to pay any and all expenses
 18 related to the abandonments.

19
 20 *A motion was made by Bell, seconded by Solomon that the Plan Commission recommends that*
 21 *Village officials enter into a Development Agreement with Jerry Zaug to cover expenses related to*
 22 *abandonment of extensions of N. Highland Road and Sunny Court, and after all applicable*
 23 *documentation has been drafted by the Village Attorney and has been executed, a public hearing shall*
 24 *be conducted. Motion carried – All ayes.*

25
 26 *At 9:44 P.M. Baker returned to the table.*

27
 28 **Item No. 5. Report by the Zoning Administrator regarding development activities, various**
 29 **enforcement actions, and issuance of Sign and Zoning Permits:**

30 Jackson gave the following report:

- 31 • After examining wave action on the drainage outfall pipes by the beach, employees
 32 from JJR and Village staff members have noticed impaction by small stones. A
 33 myriad of solutions to this problem have been considered, but a stone breakwater
 34 will be created this fall.
- 35 • Engineering work is complete on the Harbor View Project. The developer is now
 36 advertising for bids for the required site work.
- 37 • Construction is actively under way on the Stony Ridge Expansion Project.
- 38 • Construction is being completed on the Niagara Ridge Project.
- 39 • Lack of parking has been identified as an issue in the Village. Jackson and several of
 40 the Village Board members contend that there isn't a parking problem; there is a
 41 transportation problem, and, therefore, the Finance Committee has recommended
 42 that the Village run a trolley 3 days a week/12 hours per day for six weeks during
 43 "the season" as a pilot program for mass transit in the Village. This issue will be
 44 formally addressed during the public hearing on the 2017 budget for the Village of
 45 Sister Bay.
- 46 • At the moment development of the Braun property is consuming the vast majority of
 47 his time. Engineering is finalized, and hopefully bids for all the required site work
 48 and sewer and water connections will be presented to the Commission members in

1 the near future. A few serious “snags” have arisen, but hopefully those issues will be
 2 resolved in the next few weeks. Construction is proposed to commence immediately
 3 after Fall Fest.

- 4 • There is an incredibly immense volume of work product, citizen interaction, service
 5 delivery and analysis that takes place behind the scenes, and it would not surprise
 6 him at all if development were to occur on every site identified in the Village’s
 7 Redevelopment Plan by the end of 2018.
- 8 • The 2017 budget process is well underway, and a very modest tax increase is
 9 expected.
- 10 • The Sister Bay Moravian Church would like to repair/replace their existing off-site
 11 directional signage, and church officials have presented a drawing of a sign they
 12 would like to erect on property which is owned by Ken Church. A copy of that
 13 drawing was included in the meeting packets. Church has granted permission for the
 14 repaired/replacement sign to be erected on his property.

15
 16 *The Commission members noted that the Village’s Sign Code dictates that a Conditional Use Permit is*
 17 *required when a replacement sign is erected in a residential district, and, therefore, officials from the*
 18 *Sister Bay Moravian Church shall be informed that if they wish to erect the sign depicted on the*
 19 *drawing which was reviewed at this meeting on Ken Church’s property they must submit a*
 20 *Conditional Use Permit Application and pay the required fees.*

21
 22 Chris Schmeltz presented revised architectural drawings of the building he would like to
 23 construct on the Braun property, and asked that the Commission members look at the
 24 drawings to see if the renderings depict what they had in mind.

25
 26 Denise Bhirdo asked why the Plan Commission is even looking at architectural drawings for
 27 a building to be constructed on the Braun property if site plans have not been approved yet,
 28 and also asked where the required parking for the lot in question was. Jackson and Lienau
 29 responded that the Site Plan has already been approved for the lot in question. They also
 30 noted that parking requirements will not come into play as a PUD was created for Sister Bay
 31 Marketplace. Bhirdo responded, “I have never been so upset and am very disappointed.”
 32 She then left the room.

33
 34 **Item No. 3. Matters to be placed on a future agenda or referred to a committee,**
 35 **official or employee:**

36 *It was the consensus that:*

- 37 • *Review of plans and façade materials for the Door County Ice Cream Factory Building shall*
 38 *take place at a future meeting of the Plan Commission.*
- 39 • *A public hearing shall be scheduled regarding Jerry Zaug’s request for the Village to abandon*
 40 *an extension of N. Highland Road and an extension of Sunny Court after all required*
 41 *documentation has been prepared by the Village Attorney and is executed by the required*
 42 *parties.*
- 43 • *Sister Bay Moravian Church officials shall be informed that the Plan Commission indicated*
 44 *that a Conditional Use Permit will be required if they wish to erect a replacement sign on Ken*
 45 *Church’s property.*

1 **Adjournment:**

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

4

5 Respectfully submitted,



6

7 Janal Suppanz,

8 Assistant Administrator



-  DEDICATED PUBLIC OPEN SPACE
-  DEDICATED GREEN SPACE

SITE PLAN

NO SCALE

SCHMELTZ COMMERCIAL

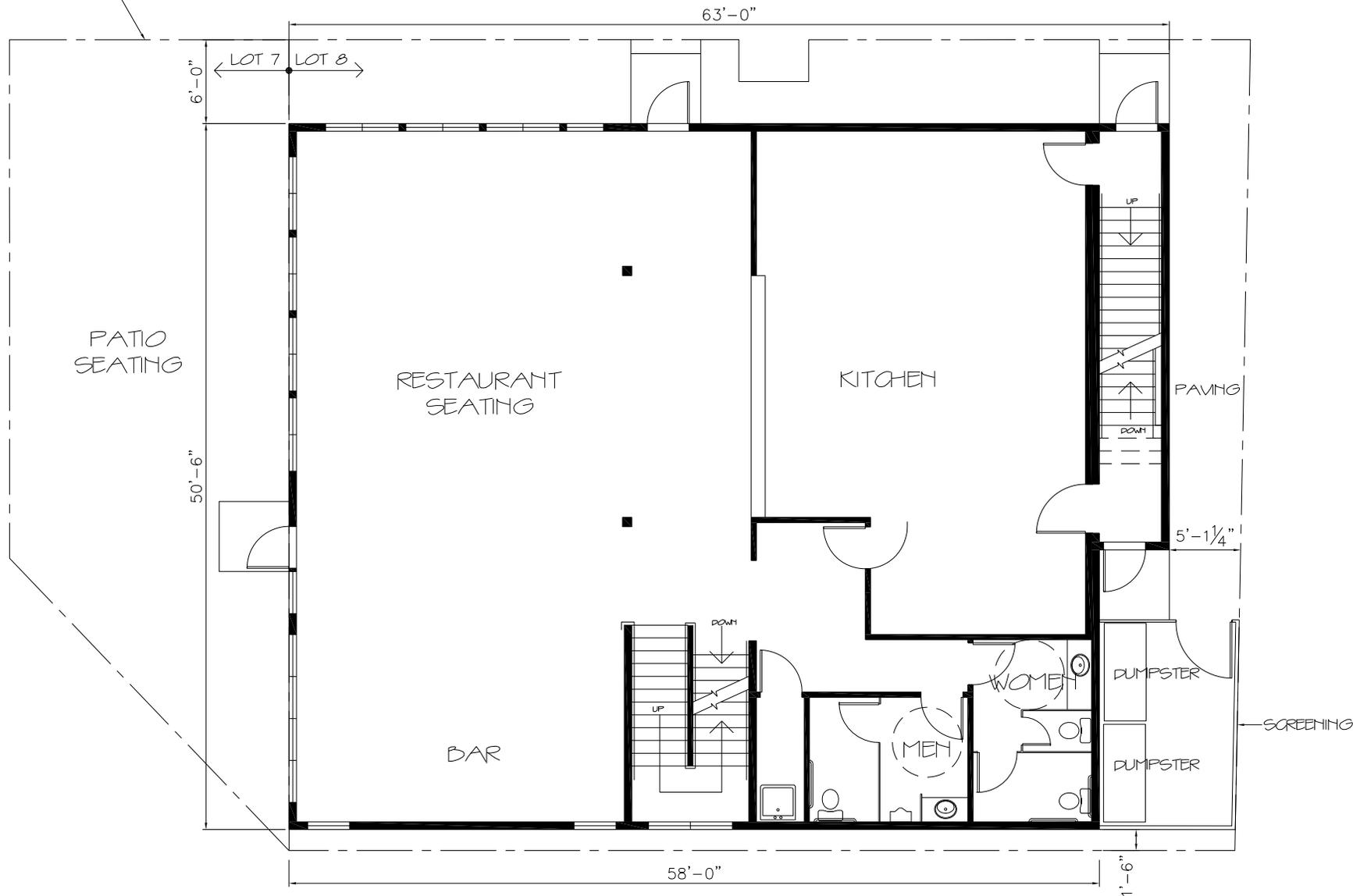
SISTER BAY MARKET PLACE
SISTER BAY, WISCONSIN

10/20/2016



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PROPERTY LINE



FIRST FLOOR/SITE PLAN

NO SCALE

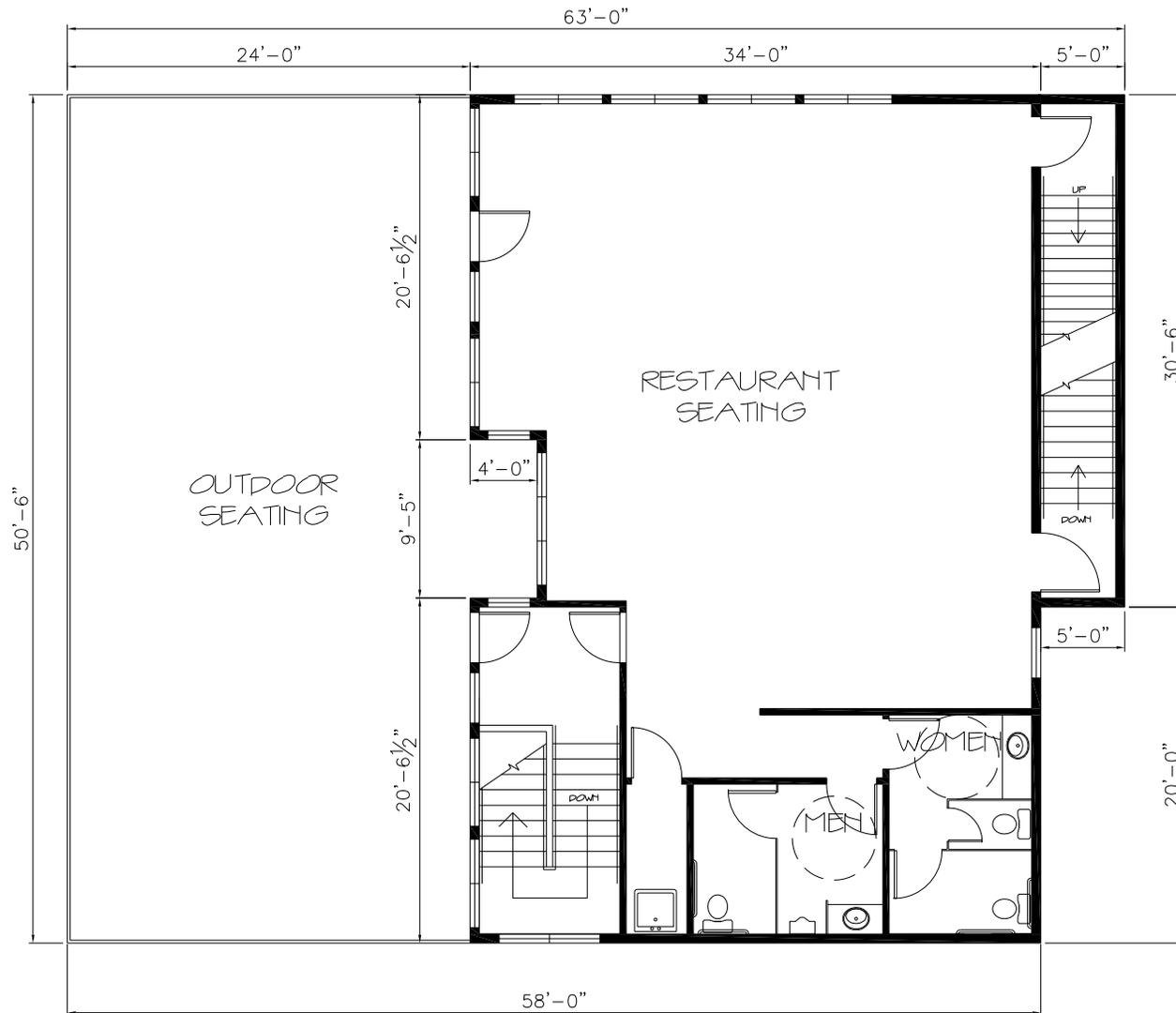
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SISTER BAY MARKET PLACE
SISTER BAY, WISCONSIN

10/20/2016

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SECOND FLOOR PLAN

NO SCALE

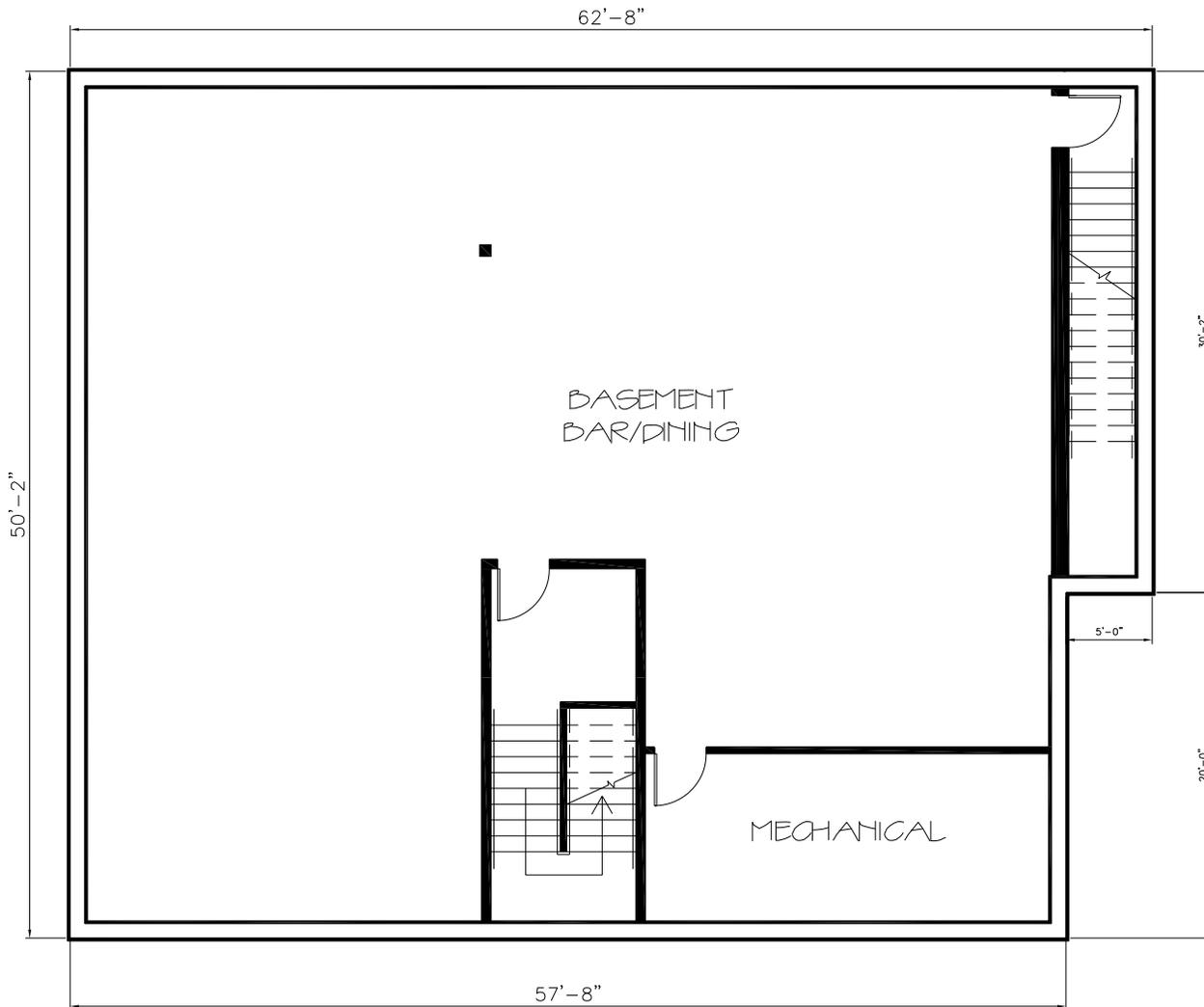
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BASEMENT PLAN

NO SCALE

SCHMELTZ COMMERCIAL

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BAYSHORE DRIVE ELEVATION

SCALE: 1/8"=1'-0"

SCHMELTZ COMMERCIAL

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MILL ROAD ELEVATION

SCALE: 1/8"=1'-0"

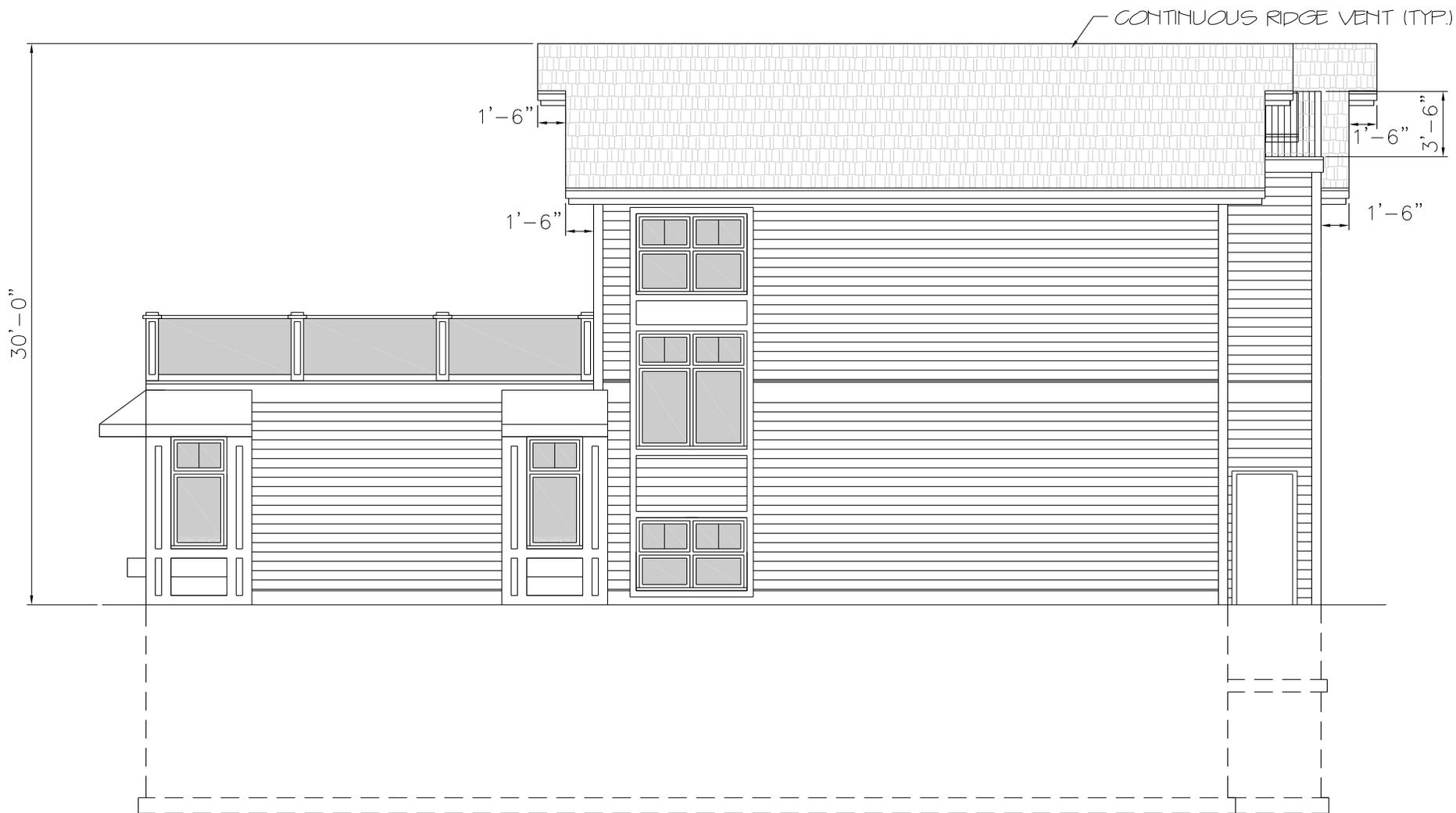
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SOUTH ELEVATION
 SCALE: 1/8"=1'-0"

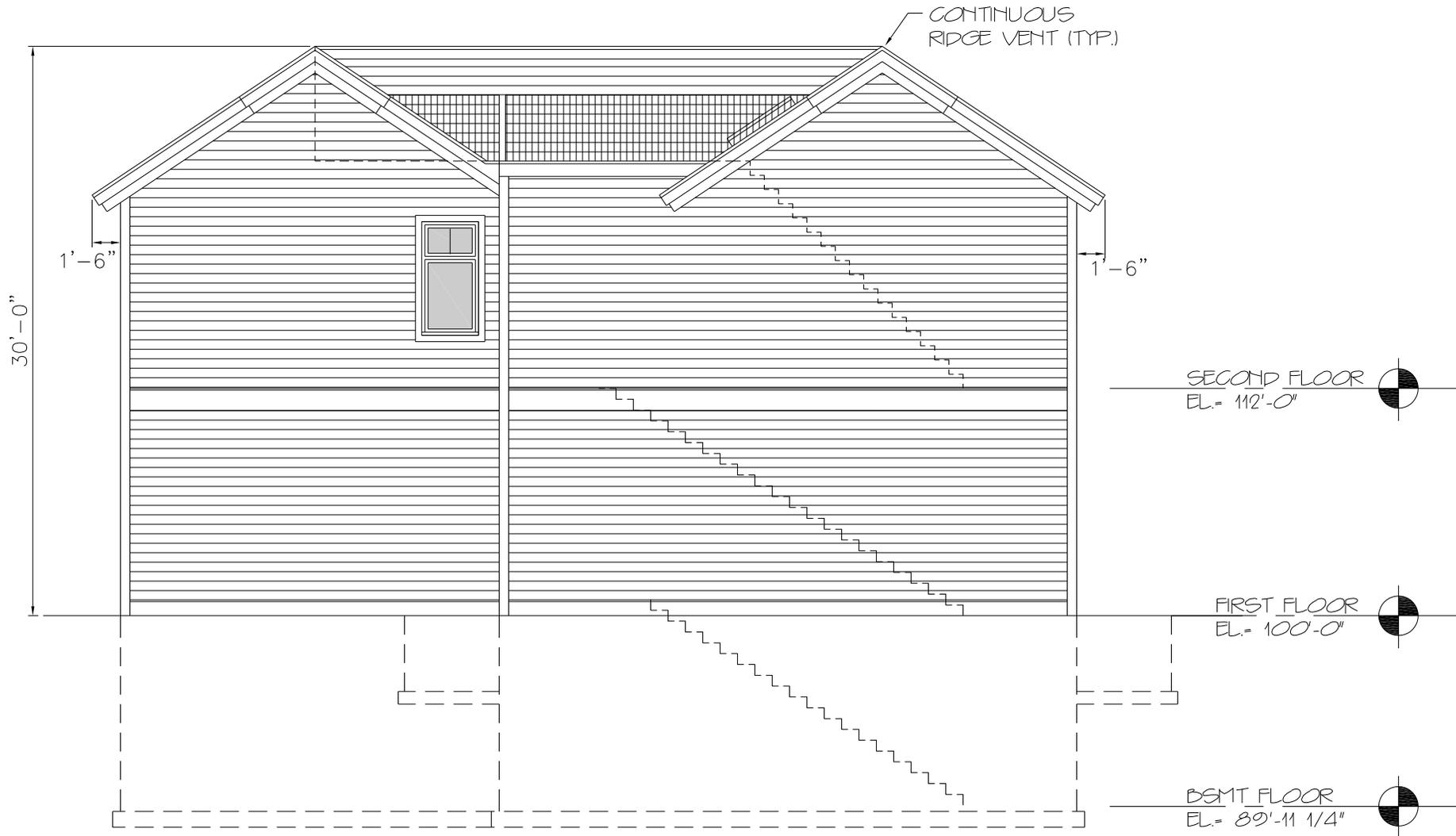
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SISTER BAY MARKET PLACE
 SISTER BAY, WISCONSIN

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EAST ELEVATION

SCALE: 1/8"=1'-0"

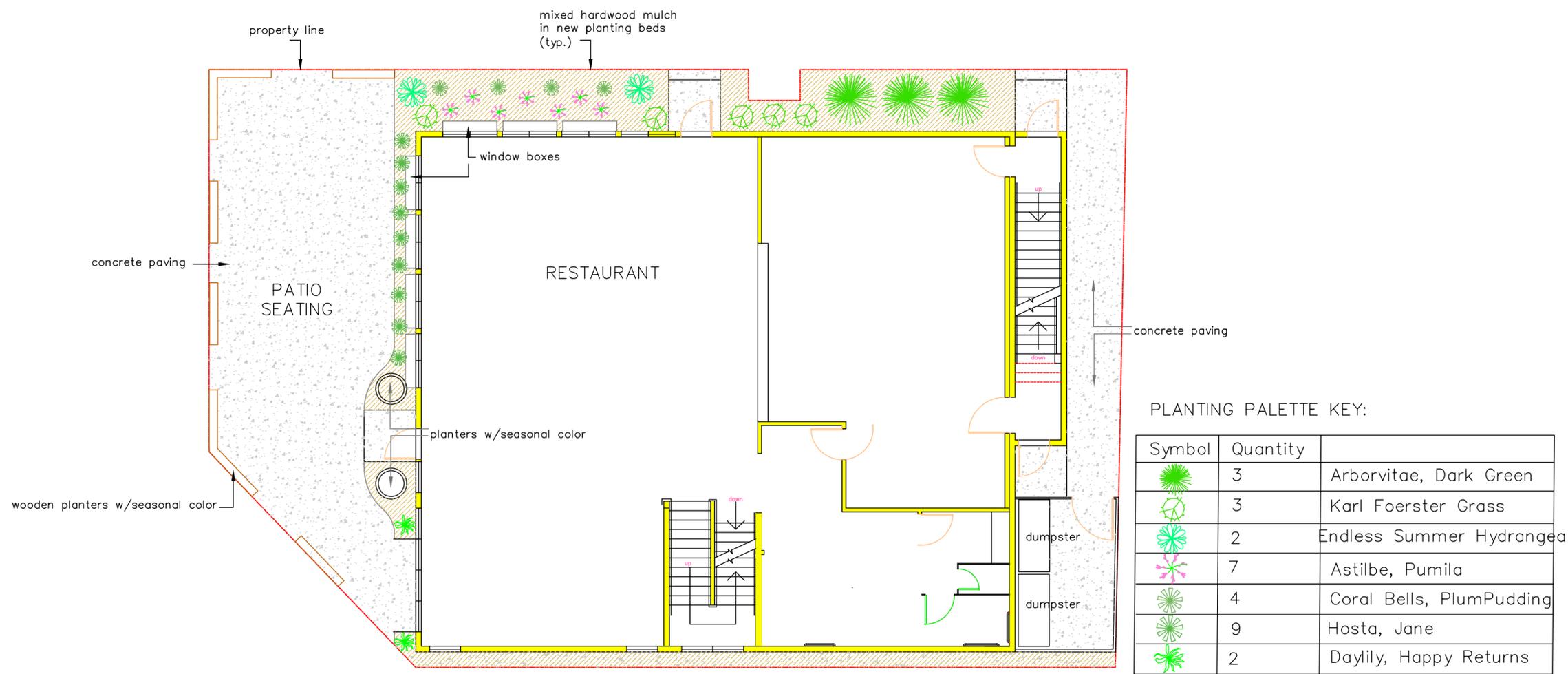
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SISTER BAY MARKET PLACE
SISTER BAY, WISCONSIN

10/20/2016

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Sister Bay Marketplace Restaurant	Date:	Revisions:	North
Door County	10/20/2016		
Sister Bay, WI	Scale		
Drawn By: P. Raine	1/8" = 1' - 0"		



Hi Zeke,

Thanks for the call yesterday.

The only reason we are building a 300 seat restaurant is to be able to apply for an above quota liquor license by meeting the indoor seating requirement outlined by the department of revenue. The restaurant will be offering year round, casual fine dining with 56 seats in the first floor restaurant and 38 seats at the bar. The second floor will be for overflow seating with 62 seats. From our conversation, this is the number of seats that is to be expected if a restaurant was built for the development, and the village has agreed to provide parking for 156 seats within the development and outlined in the development agreement.

The issue that has been raised is the available parking when the restaurant will be at full capacity of 300 seats. The only time this amount of seating would be possible is if a banquet was scheduled ahead of time to be held at this location. If a banquet is held with over 156 seats, we will enter into an agreement with a local parking lot that is not utilizing all their parking and provide shuttle service to and from this location to the restaurant. The cost of the shuttle will be a part of the cost of the banquet. This agreement will only be for the months of July and August, or a holiday weekend outside these months.

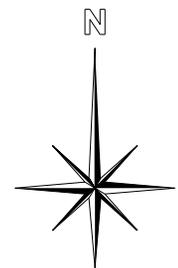
Let me know when you have a chance to discuss.

Christopher Schmeltz
773-750-6376



-  DEDICATED PUBLIC OPEN SPACE
-  DEDICATED GREEN SPACE

SITE PLAN
NO SCALE



SCHMELTZ COMMERCIAL

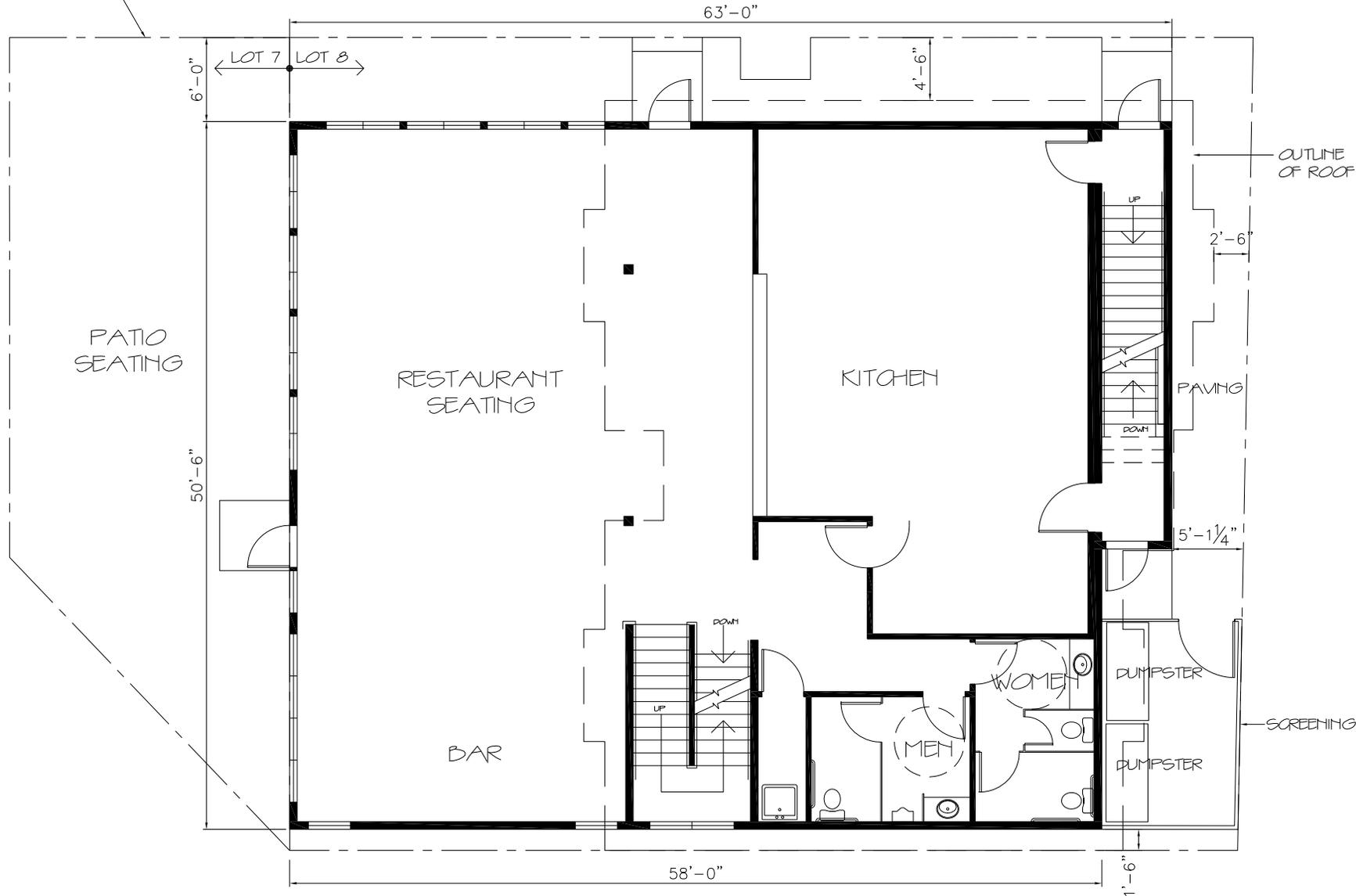
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PROPERTY LINE



FIRST FLOOR/SITE PLAN

NO SCALE

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MILL ROAD ELEVATION

SCALE: 1/8"=1'-0"

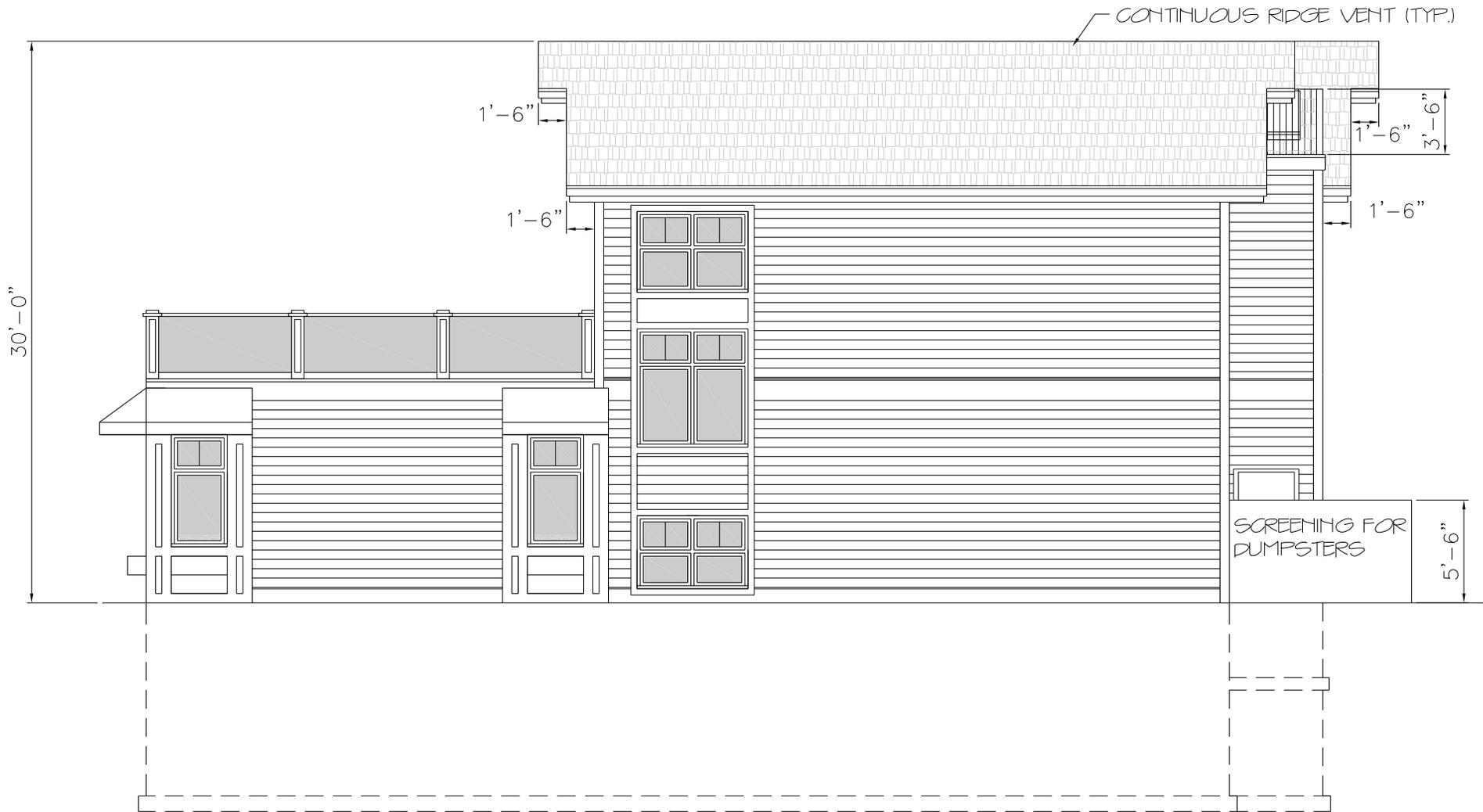
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SOUTH ELEVATION

SCALE: 1/8"=1'-0"

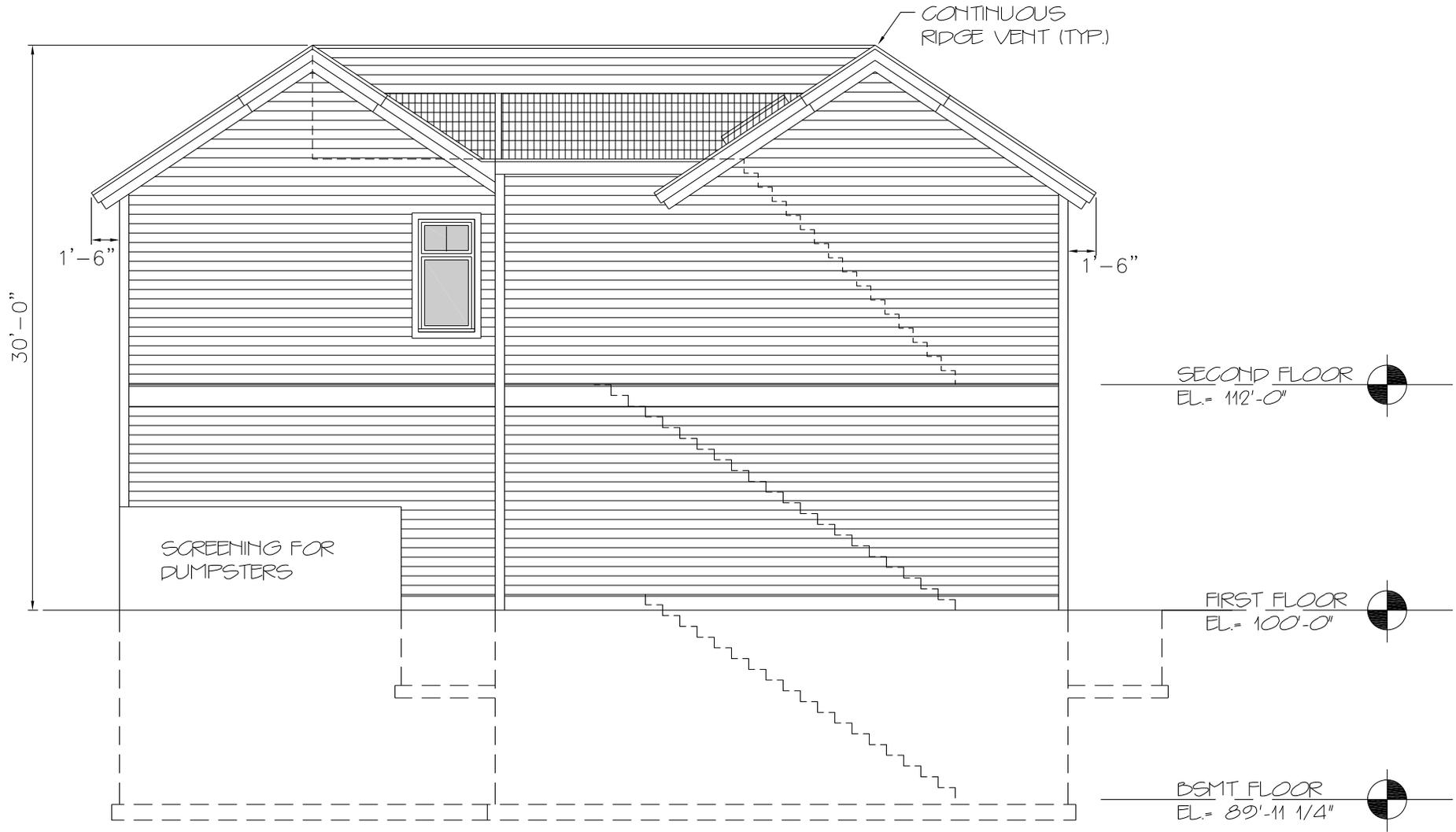
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EAST ELEVATION

SCALE: 1/8"=1'-0"

SCHMELTZ COMMERCIAL

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DEVELOPMENT AGREEMENT

For

Jaco Management LLC on Lot #7 and #8 of the Braun PUD Development

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 Jaco Management ("Developer").

RECITALS

WHEREAS, the Village is the owner of certain property located in the Village of Sister Bay at the intersection of Bay Shore Drive and Mill Rd. consisting of one parcel as shown on Appendix A, a plat of survey map dated March 16, 2016 comprising approximately 3883 square feet acres ("Property"), designated lot #7 of the preliminary plat, and intends to convey said property to Jaco Management LLC..

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

15 SECTION 2. ZONING APPROVALS

- 16 1. The property is presently unoccupied and is located in the B-3 Downtown Business District. The
 17 Village agrees, subject to the approval by the Developer of this agreement, that the property will
 18 receive a Zoning Permit as per the requirements of Section 66.1530 of the Municipal Code. The
 19 Developer agrees that the primary standard to be met for the issuance of the Zoning permit is the
 20 operation of a Mixed Use Development containing not less than 2500 square feet of commercial
 21 space on the first floor, and restricted to a height of 30 feet to preserve site lines for development
 22 on lot #12; Building heights and rooflines will be restricted **As on the attached site map and**
 23 **addendum.**
 24
- 25 2. The Developer agrees to comply with all of the requirements of Municipal Code that relate to
 26 zoning, fire and the building codes.
 27
- 28 3. The developer agrees to comply with the architectural feature determinations made by the Plan
 29 Commission upon their review, which shall be generally consistent with the approved plans and
 30 drawing as specified in this Development Agreement.
 31
- 32 4. The Developer agrees to build the project represented on the various attachments listed below.
 33 The Village acknowledges that the exact locations of interior walls and room sizes may vary from
 34 the attached drawings. The building and project in all its phases shall be constructed as follows:
 35
- 36 a. All Plans attached, subject to various approvals by Village Engineers, building inspections,
 37 and state plan approvals.
 38
- 39 5. Proprietor of the approved full time restaurant will be applying for an above quota "300 seat
 40 restaurant" liquor license by meeting the permanent interior seating capacity requirement of 300
 41 seats 125.51(4)(v)1. (A full-service restaurant that has an interior, permanent seating capacity of
 42 300 or more persons.) At no time will the restaurant seat more than 300 persons, utilizing a
 43 combination of interior or exterior seating.
 44 a. 150 seats of the seating capacity will be reserved for "special events" where additional off-
 45 site parking and shuttle transportation will be provided by the developer.
 46 b. Parking for the use of the development on lot 8 for 150 seats plus 12 employees will be
 47 provided by the Village as part of the Sister Bay Marketplace PUD development and this
 48 development agreement and located on or about lots 10 and 11 of the Sister Bay Market
 49 Place PUD plat.
 50 c. The "special event" seating capacity will remain closed and only be used for special
 51 events; Off site parking and shuttle service will be utilized for these special events.

b.d. Documentation of the transportation source and location of the offsite parking will be available for review any time the reserved space is used.

e. Failure by the developer, or its agents, assigns or lessees, shall constitute a violation of this section of this development agreement. The first violation will be remedied by the levy of an additional assessment payment of \$1000.00 on the property, payable immediately. A second violation in any 3 year period will constitute a default on the developer's obligations. Default will require the developer's property be immediately special assessed a sum in the amount of \$40,000 as payment of a fee in lieu of creation of parking spaces.

SECTION 3. PROJECT PHASING

1. The Developer acknowledges that the time period of validity for the Zoning Permit is for a period of 12 months from the date of issuance.
2. The developer acknowledges that the time period for a building permit is under the control of the building inspector.
3. Developer acknowledges that the development will be scheduled for completion ~~complete~~ by June 30, 2017.

SECTION 4. OCCUPANCY PERMITS

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

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

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

A. PUBLIC STREETS, SIDEWALKS AND UTILITIES

The Village hereby agrees that:

1. It will construct Parking, and Sidewalks as indicated on the Village's engineering plan documents. The Parking lot will be completed by October 31, 2017 with one lift of asphalt. A

1 second lift of asphalt will be placed, if warranted by destruction of the first lift by future
 2 development on the site, by no later than June 15, 2020.

3
 4 **B. SURFACE AND STORM WATER DRAINAGE**

5 The Village hereby agrees that:

- 6
 7 1. The Village shall construct, install, furnish and provide adequate facilities as specified in the
 8 attached drawings for surface and storm water drainage throughout the development with
 9 adequate capacity to transmit the anticipated flow from the development and the existing flow
 10 from adjacent properties, in accordance with all plans and specifications, and all applicable
 11 federal, state, county and Village regulations.
 12
 13 2. The Village agrees that the site grading and construction of surface and storm water drainage
 14 facilities for the property in general shall be completed and accepted by the Village before any
 15 occupancy permits are issued for the building. The Village will not accept the surface and storm
 16 water drainage system until the entire system is installed in accordance with plans and
 17 specifications to the reasonable satisfaction of the Village Administrator and Village Engineers.
 18
 19

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

21 The Village hereby agrees that:

- 22 1. The Village shall construct, install, furnish and provide adequate rough grading as specified in
 23 the attached Village Plans for the site throughout and the existing flow from adjacent properties, in
 24 accordance with all plans and specifications, and all applicable federal, state, county and Village
 25 regulations.
 26 1. The Village shall cause all grading, excavation, open cuts, side slopes and other land surface
 27 disturbances during utilities, parking, and public sidewalk installation, as well as during rough
 28 grading to be so seeded and mulched, sodded or otherwise protected that erosion, siltation,
 29 sedimentation and washing are prevented in accordance with the plans and specifications
 30 reviewed and approved by the Village Engineer, the Wisconsin Department of Natural
 31 Resources, and or the Department of Commerce and Army Corps of Engineers, if applicable.
 32
 33 2. The Developer shall cause all grading, excavation, open cuts, side slopes and other land surface
 34 disturbances during construction to be so seeded and mulched, sodded or otherwise protected
 35 that erosion, siltation, sedimentation and washing are prevented in accordance with the plans
 36 and specifications reviewed and approved by the Village Engineer, the Wisconsin Department of
 37 Natural Resources, and or the Department of Commerce and Army Corps of Engineers, if
 38 applicable.
 39

40 **D. LANDSCAPING AND SITE WORK, INCLUDING ONGOING MAINTENANCE OF PROPERTY:**

41 The Developer hereby agrees that:

- 42 1. The Developer, as required by the Village, shall remove and lawfully dispose of building
 43 foundation materials, destroyed trees, brush, tree trunks, shrubs and other natural growth and all
 44 rubbish. The Village shall require the Developer's contractor, who is responsible for the debris,
 45 to clean up the same and recycle all material or dispose of at a local recycling facility. Specific
 46 construction debris that shall be recycled shall include, but not be limited to lumber, aluminum,
 47 pallets, shingles and cardboard. The developer shall have ultimate responsibility for cleaning up
 48 debris that has blown from building under construction. The Developer and/or subject contractor
 49 shall clean up the debris within forty-eight (48) hours after receiving a notice from the Village. If
 50 the debris is not cleaned up after notification, the Village will do so at the Developer's and/or
 51 subject contractor's expense.

- 1
2 2. Landscaping for the building and removal of unwanted items, will be completed and certified as
3 complete by the Village for the project. Any plants, trees or other screening vegetation required
4 by the development agreement shall be maintained and replaced while the development
5 agreement is in effect.
6
7

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

- 9 1. The developer shall provide all traffic signage deemed necessary by the Village in connection
10 with construction and demolition. The Developer and Developer's Contractors shall not occupy
11 parking on Bay Shore Drive during the construction and demolition period. The Developer and
12 Developer's Contractors shall not obstruct traffic for more than 3 minutes without giving prior
13 notice to the Village during the construction and demolition period; the Village will grant
14 permission and schedule traffic obstructions for a duration of longer than 3 minutes for a time of
15 day that will minimize the obstruction.
16
17 3. The developer acknowledges that business related signage is not part of this approval and must
18 be applied for separately. Also that any representation of business signage on the plan sheets is
19 representative only and not approved as part of this agreement.
20

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

22 The Village hereby agrees that:

- 23 1. The improvements shall be constructed in accordance with the following specifications.
24
25 a. Village of Sister Bay Engineering Design Manual, dated June 18, 2008.
26 b. Standard Specifications for Sewer and Water Construction in Wisconsin, Fifth Edition,
27 March 1, 1988, and as amended January 1, 1992.
28 c. The Wisconsin Construction Site Best Management Practice Handbook for Erosion
29 Control.
30 d. State of Wisconsin, Department of Transportation Standard Specifications for Highway and
31 Structure Construction, 1996 and supplemental specifications or the most recent edition.
32
33 2. A sewer and water plan should be submitted to the Village Utility Department that shows where
34 every water service line and sanitary line runs, the location of all water meters, calculations on
35 sanitary fixture units for each metered location to enable the Utility Department to determine the
36 impact and hook-up fees. The Developer shall install the sanitary and water connections to the
37 Village system in accordance with the plans and specifications on file in the Village
38 Administrator's office.
39
40 3. The developer agrees to do all the private infrastructure construction according to the Village's
41 various codes including but not limited to the Utility Code, Land Division Code and the Design
42 Standards. Upon completion of all construction the developer shall provide the Village with "as
43 built" plans. The developer agrees that all underground piping regardless of type or location shall
44 be marked with locating wire according to accepted standards. The developer agrees that all
45 improvements within the public right-of-way or public easements shall be inspected by Village
46 inspectors at the developer's expense.
47

48 **G. TENANT IN COMMON**
49

1 | 1. The Village grants the owners of lots 2, 3, 4, 5, 6, 7, ~~8,~~ 9, and 12 the rights to Tenancy in
2 | Common to lots ~~138~~ and ~~1413~~ under the terms and conditions of the Tenant in Common
3 | agreement attached as Appendix B.
4
5

6 | **SECTION 7. SITE SPECIFIC REQUIREMENTS**

7 | 1. The Developer shall maintain continuous access around the building and to any fire hydrants as
8 | required by the current Zoning Code as directed by the Fire Department and Water Utility.
9

10 | 2. The developer agrees to bury all electric, telephone and cable television lines from existing
11 | wooden poles or underground service to the building.
12

13 | 3. The lighting plan shall not allow any light trespass at the property line in excess of the standards
14 | set forth in Section 66.0809. The lighting contractor shall provide written verification of
15 | compliance before occupancy shall be granted. All pole lighting taller than eight feet in height
16 | shall conform in style to the Village standard pole and luminaire.
17

18 | 4. The liquid propane tanks shall be buried in a location approved by the Fire Department. The
19 | tanks and line locations shall be registered with Door County.
20

21 | 5. The Village agrees that the general contractor shall be allowed a temporary construction sign on
22 | the property equal to 24 square feet per side per the requirements of Section 66.0710(b)) of the
23 | Code.
24
25

26 | **SECTION 8. TIME OF COMPLETION OF IMPROVEMENTS**

27 | The improvements set forth in Section 3 above shall be completed by the Developer in total within the
28 | specific time limits from the date of this agreement being signed except as otherwise provided for in
29 | this agreement.
30

31 | **SECTION 9. FINAL ACCEPTANCE**

32 | Not applicable.
33

34 | **SECTION 10. DEDICATION OF IMPROVEMENTS**

35 | Not applicable.
36

37 | **SECTION 11. ACCEPTANCE OF WORK AND DEDICATION**

38 | Not applicable.
39

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

41 | The ultimate responsibility for the proper design and installation of sewer laterals, water laterals,
42 | drainage laterals, landscaping and all other site specific improvements are upon the Developer. The
43 | fact that the Village or its engineer, or its attorney, or its staff may approve a specific project shall not
44 | constitute a waiver, or relieve the Developer from the ultimate responsibility for the design,
45 | performance and function of the development and related infrastructure.
46

47 | **SECTION 13. SETBACK AGREEMENT**

48 | Developer will need to follow state codes when constructing the building with regard to fire ratings.
49 | The PUD requires a setback of 6 feet (front) along Bay Shore Drive/Mill Rd, ~~5+0~~ feet east side, 0 west
50 | side and 0 feet rear.
51

SECTION 14. VILLAGE RESPONSIBILITY FOR IMPROVEMENTS

The Village shall be responsible for providing site engineering for water, sanitary and storm sewers, rough site grading, stormwater management plans, parking, parking lot lighting, and an interior sidewalk connecting lot 6 to lots 8 and 13. The Village will be responsible for construction of those improvements, which shall be completed no later than June 1, 2017. The Village will communicate with agents of developer for site coordination between contractors.

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

Not applicable.

SECTION 16. CONSTRUCTION PERIOD FINANCIAL GUARANTEE

Not applicable.

SECTION 17. NOISE AND HOURS OF OPERATIONS

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

2. No work shall be permitted during Marina Fest, Fall Festival or the Capture the Spirit tree lighting, nor any other published event in the Sister Bay brochure published by the Sister Bay Advancement Association. No work will be allowed to occur by the Village on the site between June 30 and the date of Fall Fest weekends each year, with the exception of FY 2016.

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

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

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

SECTION 19. DEFAULT/REMEDIES

1. An event of default ("Event of Default") is any of the following:

- 1 a. A failure by the Developer to cause substantial completion of the Development Project or
- 2 any part thereof to occur pursuant to the terms, conditions and limitations of this
- 3 Development Agreement; a failure of either party to perform or observe any and all
- 4 covenants, conditions, obligations or agreements on its part to be observed or performed
- 5 when and as required under this Development Agreement within thirty (30) days of notice
- 6 of the failure to the Developer;
- 7 b. A failure by the Developer to pay any amount or when and as due to the Village within ten
- 8 (10) days of notice of such failure to the Developer;
- 9 c. The Developer becomes insolvent or is the subject of bankruptcy, receivership or
- 10 insolvency proceedings of any kind; or
- 11 d. The dissolution or liquidation of the Developer, or the commencement of any proceedings
- 12 therefore.

13
14 2. Whenever an Event of Default occurs and is continuing, the non-breaching party may take any
15 one or more of the following actions without waiving any rights or remedies available to it:

- 16 a. Immediately suspend its performance under this Development Agreement from the time
- 17 any notice of an event of default is given until it receives assurances from the breaching
- 18 party deemed adequate by the non-breaching party, that the breaching party will cure its
- 19 default and continue its due and punctual performance under this Development
- 20 Agreement; or
- 21 b. Commence legal or administrative action, in law or in equity, which may appear necessary
- 22 or desirable to enforce performance and observance of any obligation, agreement or
- 23 covenant of the breaching party under this Development Agreement.
- 24 c. Perform or have performed all necessary work in the event the non-breaching party
- 25 determines that any Event of Default may pose an imminent threat to the public health or
- 26 safety, without any requirement of any notice whatsoever. In the event of a default by the
- 27 Developer, the Village may use and apply all or any portion of the bond provided by the
- 28 Developer under Section 16 above to cure such default.

29
30 3. No remedy or right conferred upon or reserved to a party in this Development Agreement is
31 intended to be exclusive of any other remedy or remedies, but each and every such right and
32 remedy shall be cumulative and shall be in addition to every other right and remedy given under
33 this Development Agreement now or hereafter existing at law or in equity. No delay or omission
34 to exercise any right or power accruing upon any default shall impair any such right or power or
35 shall be construed to be a waiver thereof, but any such right and power may be exercised from
36 time to time and as often as may be deemed expedient.

37
38 4. In the event any warranty, covenant or agreement contained in this Development Agreement
39 should be breached by a party and thereafter waived by the other, such waiver shall be limited to
40 the particular breach so waived and shall not be deemed to waive any other concurrent,
41 previous or subsequent breach hereunder.

42
43 5. Whenever any Event of Default occurs and a party incurs attorney's fees, court costs and other
44 such expenses for the collection of payments due or to become due or for the enforcement or
45 performance or observance of any obligation or agreement on the part of the other herein
46 contained, the prevailing party shall be reimbursed the actual attorney's fees, court costs and
47 other such expenses incurred by such prevailing party.

48 **SECTION 20. PERMITTED DELAYS**

49 Not applicable.

SECTION 21. ADDITIONAL PROVISIONS

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

Village Administrator
 Village of SisterBay
 2383 Maple Drive
 Sister Bay, WI54234

The notices or responses to Grantee shall be addressed as follows:
 Jaco Management LLC c/o Chris Schmeltz
 211 N. Ashland Ave.
 Park Ridge, IL 60068

SECTION 22. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES

The Developer shall pay building inspection, impact fees, utility connection fees, and site specific work for lot 7 such as water, sanitary, and storm laterals, electric service, telecom service, storm water

1 analysis not part of the Village's plans for the site, storm water improvements not a part of the Village's
 2 storm water management plans, and/or sidewalks/patios for the site.

3
 4 **SECTION 23. GENERAL INDEMNITY**

5 The Developer will indemnify and hold harmless the Village, its governing body members, officers,
 6 agents, including the independent contractors, consultants and legal counsel, servants and employees
 7 thereof (hereinafter, for purposes of this paragraph collectively referred to as the "Indemnified Parties")
 8 against any loss or damage to property or any injury to or death of any person occurring at or about or
 9 resulting from any breach of any warranty, covenant or agreement of the Developer under this
 10 Development Agreement, and the development of the Property; provided that the foregoing
 11 indemnification shall not be effective for any willful acts of the Indemnified Parties. Except for any
 12 willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will
 13 protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding
 14 whatsoever by any person or entity whatsoever arising or purportedly arising from the action or
 15 inaction of the Developer (or other persons acting on its behalf or under its direction or control) under
 16 this Development Agreement, or the transactions contemplated hereby or the acquisition, construction,
 17 installation, ownership and operation of the Development Project and the Property. All covenants,
 18 stipulations, promises, agreements and obligations of the Village contained herein shall be deemed to
 19 be covenants, stipulations, promises, agreements and obligations of the Village and not of any
 20 governing body, member, officer, agent, servant or employee of the Village. All covenants, stipulations,
 21 promises, agreements and obligations of the Developer contained herein shall be deemed to be
 22 covenants, stipulations, promises, agreements and obligations of the Developer and not of any of its
 23 officers, owners, agents, servants or employees.

24
 25 **SECTION 24. INSURANCE**

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

29
 30 **SECTION 25. FEES AND CHARGES**

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

34
 35 **SECTION 26. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES**

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

40
 41 **SECTION 27. GENERAL CONDITIONS AND REGULATIONS**

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

46
 47 **SECTION 28. ZONING**

48 The Village does not guarantee or warrant that the subject property of this agreement will not at some
 49 later date be rezoned, nor does the Village herewith agree to rezone the lands into a different zoning
 50 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 and make a recommendation regarding the petition. The Board may cancel the agreement if it determines that there is no further value or need for the Developer to comply with its requirements.

SECTION 35. ADDITIONAL MINIMUM ASSESSED VALUATION

The Developer will be obligated to make a minimum additional assessment payment in the amount of \$5000.00 to the Village annually, in addition to any taxes paid through regular assessment. This minimum assessment shall begin with an initial payment of \$5000.00 in 2016, and continue each year until 2027, with the final payment being made in 2027. Developer will be billed by the Village December 1st of each year. The total of these additional annual payments will be \$50,000.00. These payments shall be in addition to the normal and customary taxes assessed by the various taxation jurisdictions over this property, and developer shall be obligated to pay taxes to all of those taxing jurisdictions through the normal and customary tax billing policies of those jurisdictions, in addition to the minimum additional assessment payment.

Once developer has constructed a structural improvement project assessed (land and structure) at a value of at least \$225,000, the annual additional assessment payments will be waived by the Village in all years after completion of construction and issuance of an occupancy permit in consideration of the improvements made to the property. The Village will hold the 2016 payment due as long as

1 | construction has started by December 1, 2016, and will waive ~~all said~~ payment mentioned in this
2 subsection if the project is completed to an assessed value of \$225,000 by October 1, 2017.

3
4 These annual additional assessment payments in no way absolve or remove the obligation of the
5 developer to make regularly assessed tax payments to the Village or other taxing entities in the County
6 of Door.

7
8 **SECTION 36. OUTDOOR MUSIC**

9 Developer agrees by mutual consent that outdoor music, amplified or otherwise, shall not begin before
10 12:00 noon, and shall end no later than 11:00 PM. Developer agrees that noise trespass from a point
11 measured from 25' from the lot line shall not exceed 75dB between 11:00 PM and 9:00 AM, regardless
12 of the source of the noise emanating from the property. Noise sources could include, but are not
13 limited to: Patrons, musicians, kitchen operations, staff, garbage disposal, and/or performances either
14 live or recorded.

15
16
17 **IN WITNESS WHEREOF**, the Developer and the Village have caused this agreement to be signed by
18 their appropriate officers and their corporate seals to be hereunto affixed in three original counterparts
19 the day and year first above written.

20
21 **DEVELOPER**

Jaco Management

22
23 By: _____
24 Chris Schmeltz

25 **STATE OF WISCONSIN**
26 **COUNTY OF DOOR**

27
28 Personally came before me this ____ day of _____, 2016, _____,
29 _____ of _____, to me known to be the person who executed the
30 foregoing instrument and to me acknowledged that he executed the foregoing instrument in such
31 capacity.

32
33 _____
34 Notary Public, State of WI
35 My commission expires: _____

36
37 **VILLAGE OF SISTERBAY**

38
39 _____
40 Village President

41
42 _____
43 Village Clerk

44 **STATE OF WISCONSIN**
45 **COUNTY OF DOOR**

46 Personally came before me this ____ day of _____, 2016, the above named
47 _____, and _____, Village Clerk, of the above-named municipal
48 corporation, to me known to be the persons who executed the foregoing instrument and to me known
49 to be such individual and Village Clerk of the municipal corporation and acknowledged that they
50 executed the foregoing instrument as such officers as the deed of the municipal corporation by its

Jaco Management LLC, Lot 7, Braun PUD Development Agreement

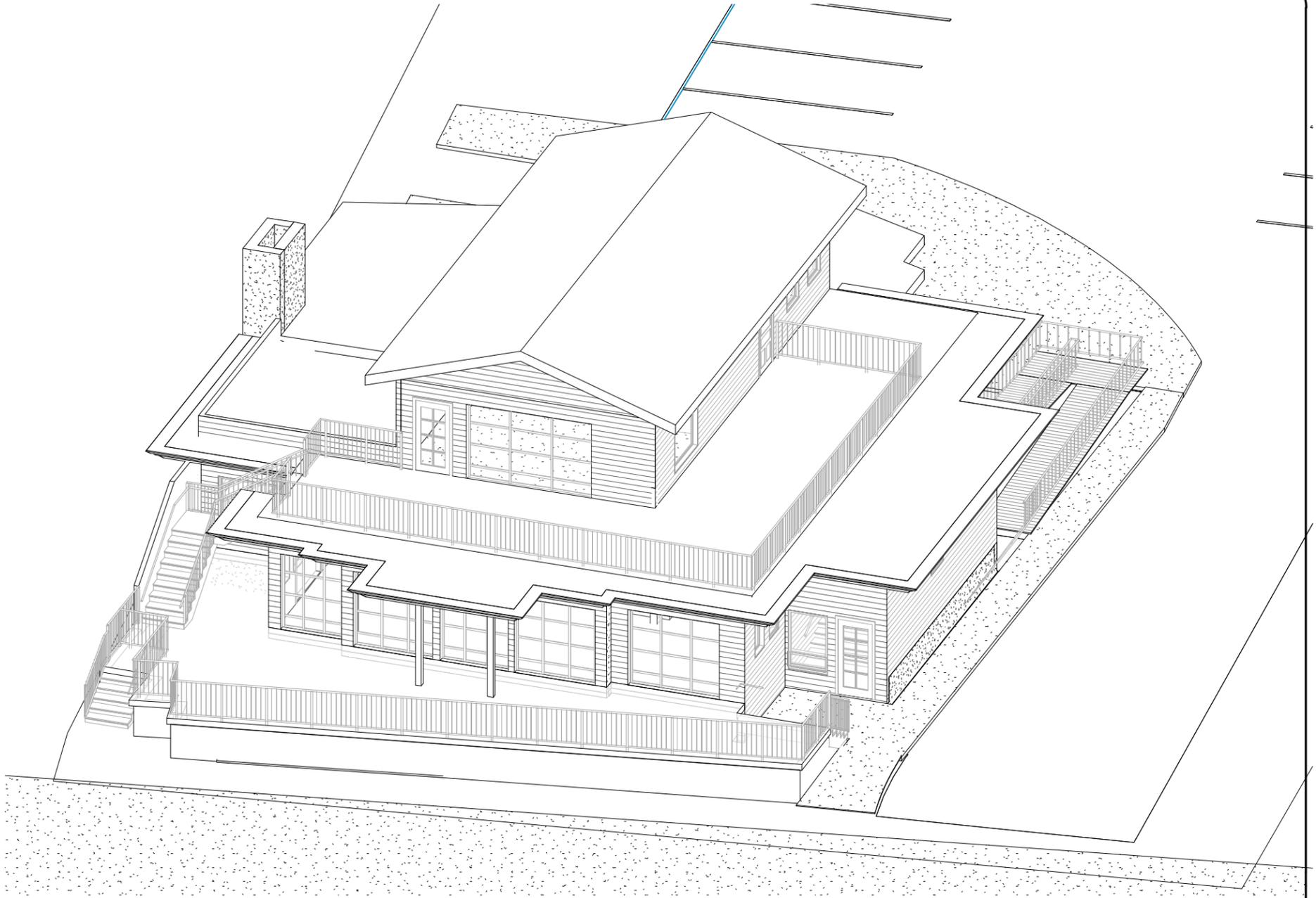
1 authority and pursuant to the authorization by the Village Board from their meeting on the _____ day
2 of _____, 2016.

3
4
5
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13
14

Notary Public, State of WI
My commission expires: _____

Approved As To Form:

Village Administrator



② 3d VIEW FROM SOUTHWEST



① Street Level VIEW
12" = 1'-0"

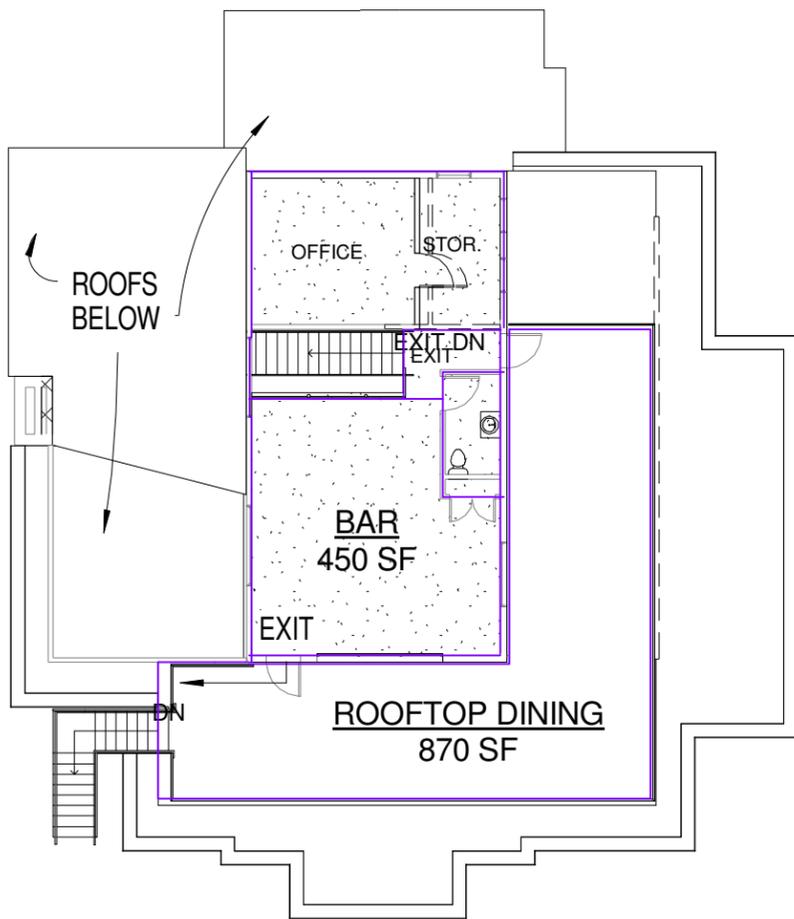
A1	TITLE - INDEX
A2	AREA PLANS
A3	MAIN FLOOR
A4	UPPER FLOOR
A5	ELEVATIONS
A6	SITE PLAN

A1

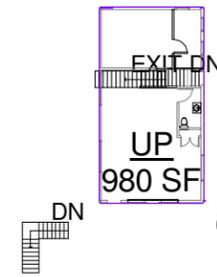
TITLE - INDEX
10/15/2016

the BOATHOUSE
10716 N. BAYSHORE DR. SISTER BAY, WI 54234
SHOWING CONCEPT DESIGN PLAN DATA

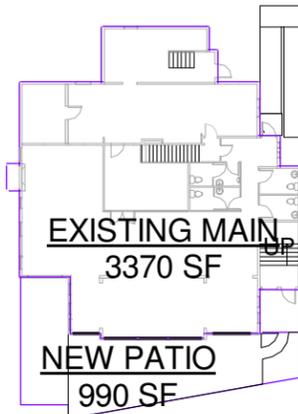
GEORGE (PAT) MANGAN AIA NCARB © 2016
WI - ARCHITECT 001-006344
10762 N. BAY SHORE DRIVE
P.O.Box 16 - SISTER BAY, WI 54234-0016
PHONE 920 854-4215 CELL: 920 421-0024
PAT@GEORGEMANGANARCHITECT.COM



2 UPPER
1/16" = 1'-0"

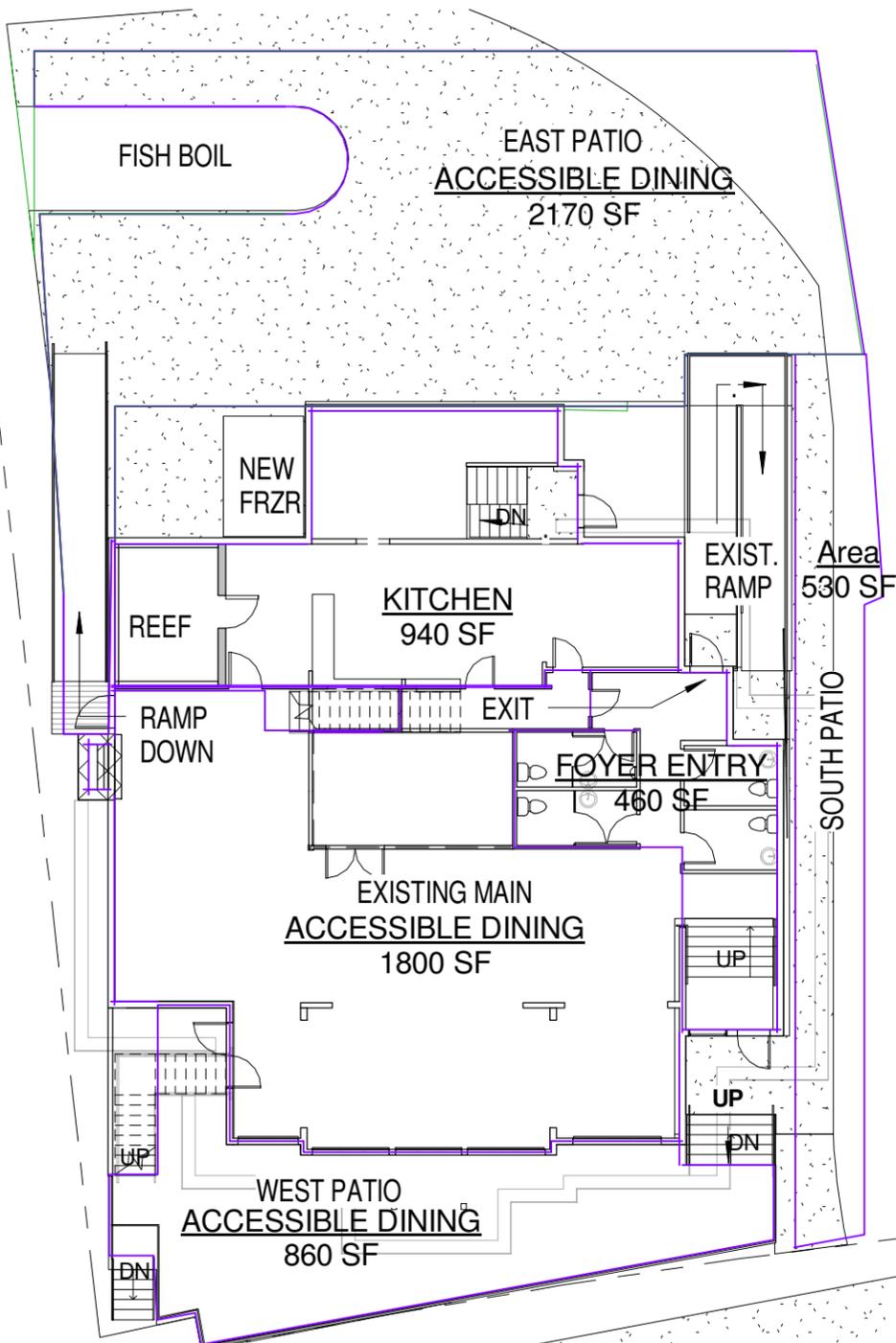


4 UPPER
1" = 40'-0"



3 MAIN
1" = 40'-0"

CUBAGE :
MAIN - 37,290 CF
UPPER - 10,780 CF
TOTAL: 48,070 CF



1 SITE MAIN FLOOR PLAN AREA
1/16" = 1'-0"

DRIVE
~23'WIDE

NOTE: THESE CONCEPT PLANS SHOW THE AREAS OF THE PUBLIC USE OCCUPANCIES. SQ. FT (SF) .AREAS NOTED ARE WITHIN THE BLUE LINES

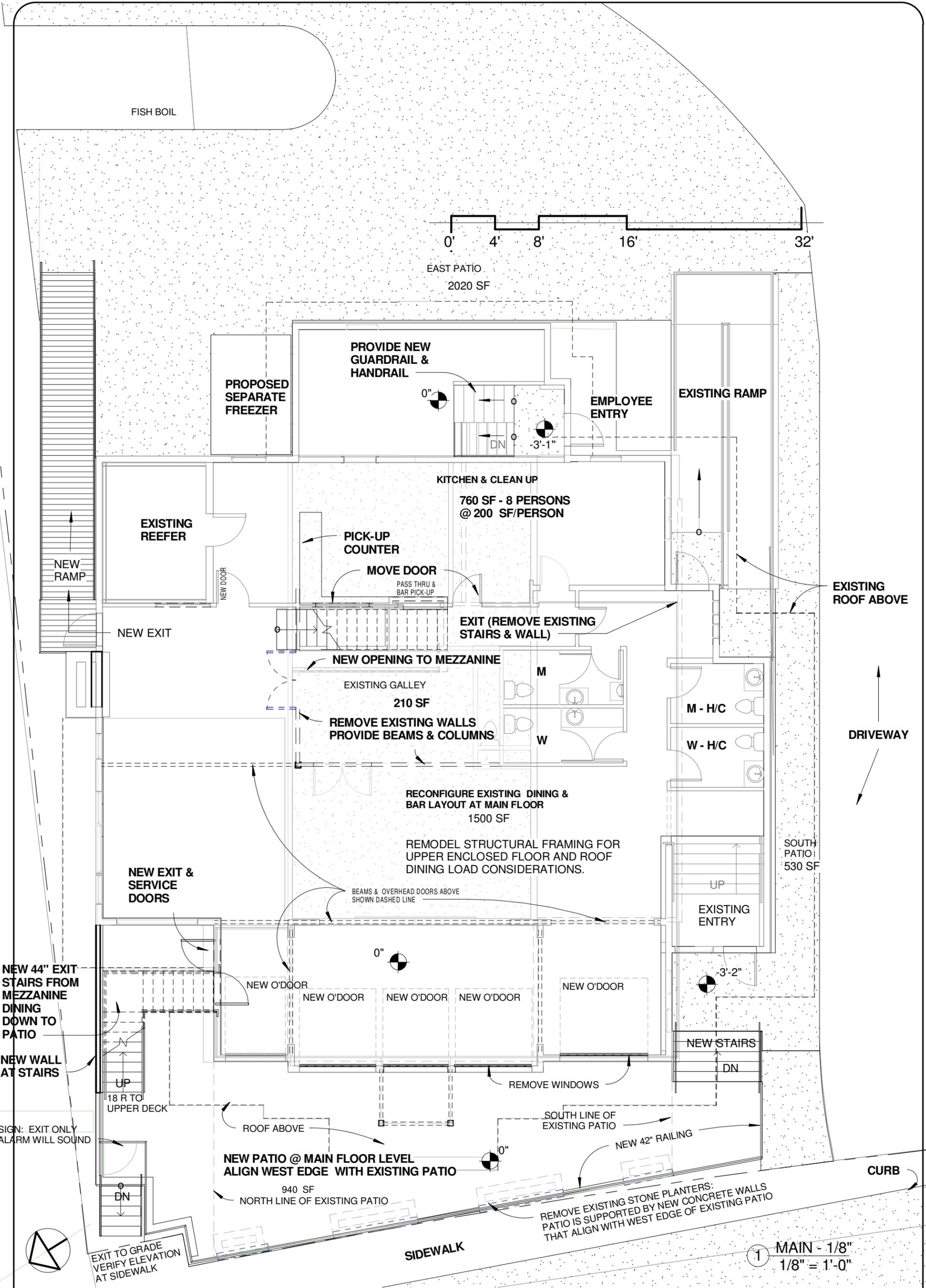
REFER TO THE LARGER SCALE AND THE 3D VIEW FOR MORE DETAILED INFORMATION...

NOTE: BLUE LINES INDICATE PERIMETER OF SQUARE FOOTAGE AREAS PER IBC 1108.2.9

MAIN FLOOR AREA PLAN
ACCESSIBLE DINING

DINING ROOM - 1800 SF
 WEST PATIO - 860 SF
 EAST PATIO - 2160 SF
 SOUTH PATIO - 530 SF
TOTAL: 5350 SF

MAX. 25% = 1337 SF MEZZANINE
 (SEE UPPER) 1320 SF ACTUAL



NEW 44" EXIT STAIRS FROM MEZZANINE DINING DOWN TO PATIO
 NEW WALL AT STAIRS
 SIGN: EXIT ONLY ALARM WILL SOUND

EXIT TO GRADE VERIFY ELEVATION AT SIDEWALK

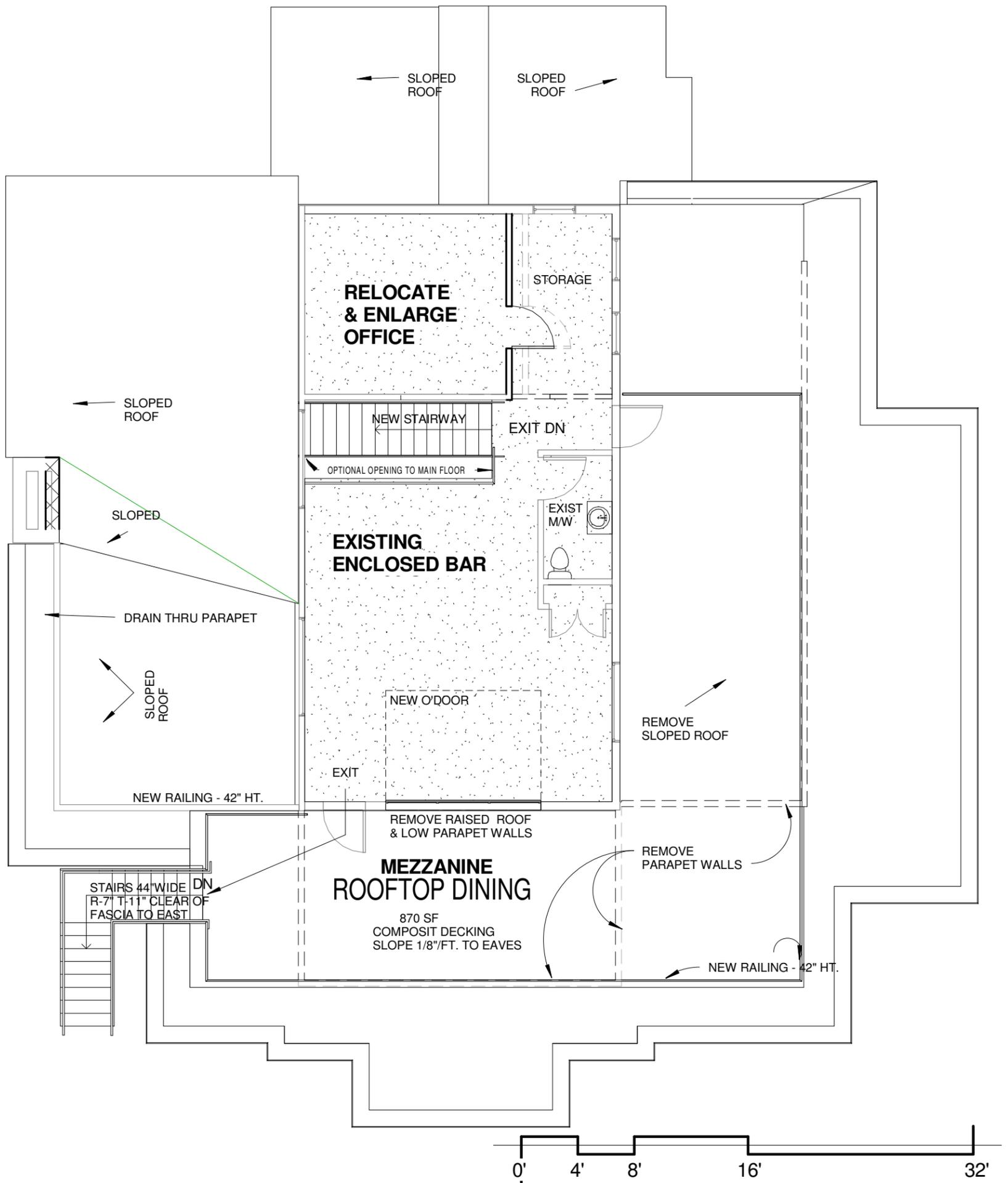
1 MAIN - 1/8"
 1/8" = 1'-0"

A3

MAIN FLOOR
 10/15/2016

the BOATHOUSE
 10716 N. BAYSHORE DR. SISTER BAY, WI 54234
 SHOWING CONCEPT DESIGN PLAN DATA

GEORGE (PAT) MANGAN AIA NCARB © 2016
 WI - ARCHITECT 001-006344
 10762 N. BAY SHORE DRIVE
 P.O.Box 16 - SISTER BAY, WI 54234-0016
 PHONE 920 854-4215 CELL: 920 421-0024
 PAT@GEORGEMANGANARCHITECT.COM



0' 4' 8' 16' 32'

NOTE: SITE PLAN INFORMATION TAKEN FROM A 10-7-16 SURVEY UPDATED BY BRIAN D. FRISQUE R...L.S., AND 9-7-00 PLAN DRAWING BY HENRY M. ISAKSEN, ARCHITECT, THIS IS A PRELIMINARY DRAWING OF OBSERVED BUILDING FEATURES AND IS ISSUED FOR SCHEMATIC PLANNING PURPOSES ONLY. IT IS SUBJECT TO ON-SITE VERIFICATION.

1 UPPER - 1/8"
1/8" = 1'-0"

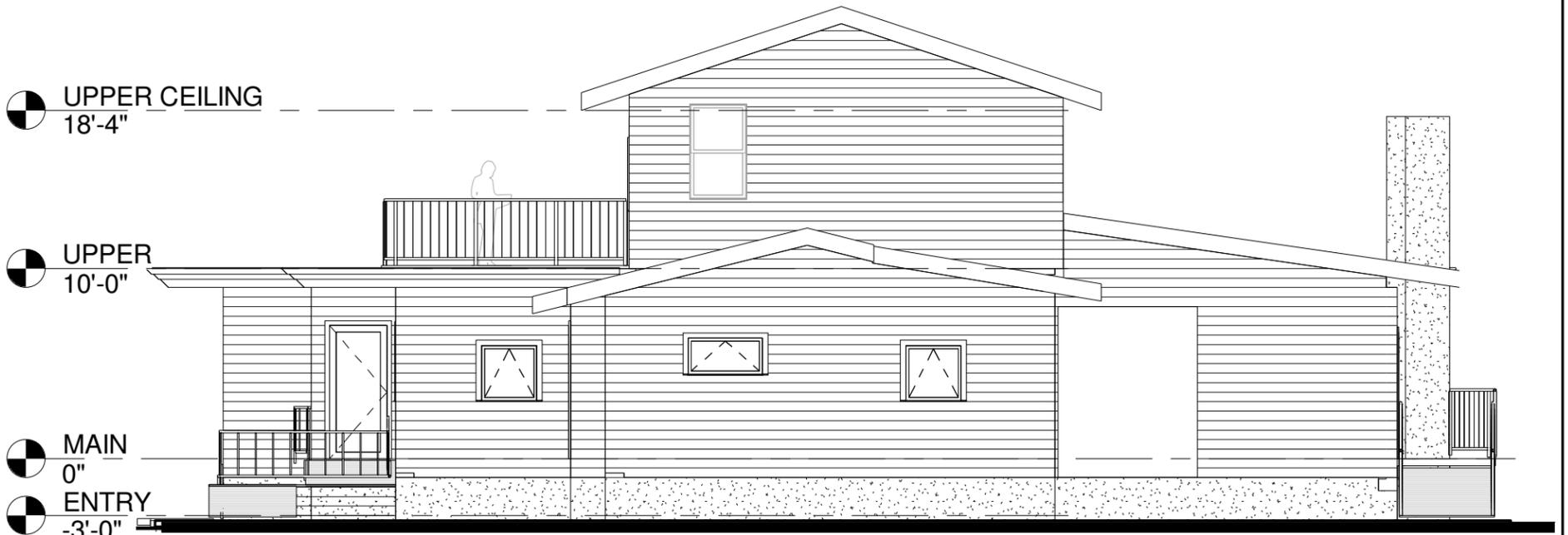
A4

UPPER FLOOR

10/15/2016

the BOATHOUSE
10716 N. BAYSHORE DR. SISTER BAY, WI 54234
SHOWING CONCEPT DESIGN PLAN DATA

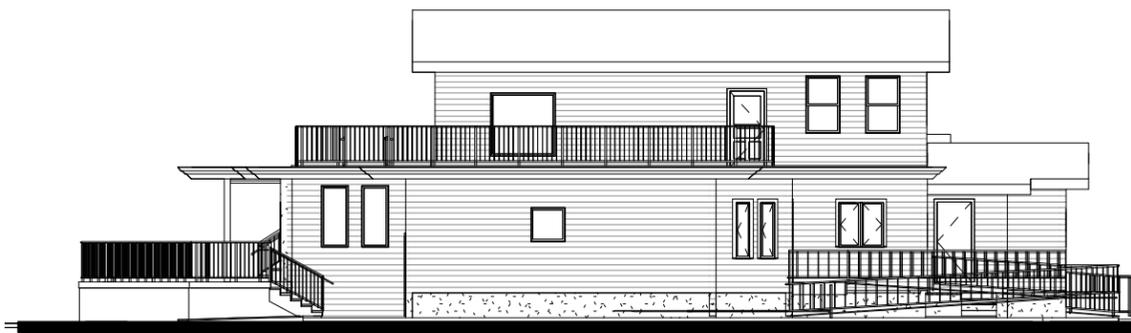
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① EAST ELEVATION
1/8" = 1'-0"



④ NORTH ELEVATION
1/16" = 1'-0"



③ SOUTH ELEVATION
1/16" = 1'-0"



② WEST (BAYSIDE) ELEVATION
1/8" = 1'-0"

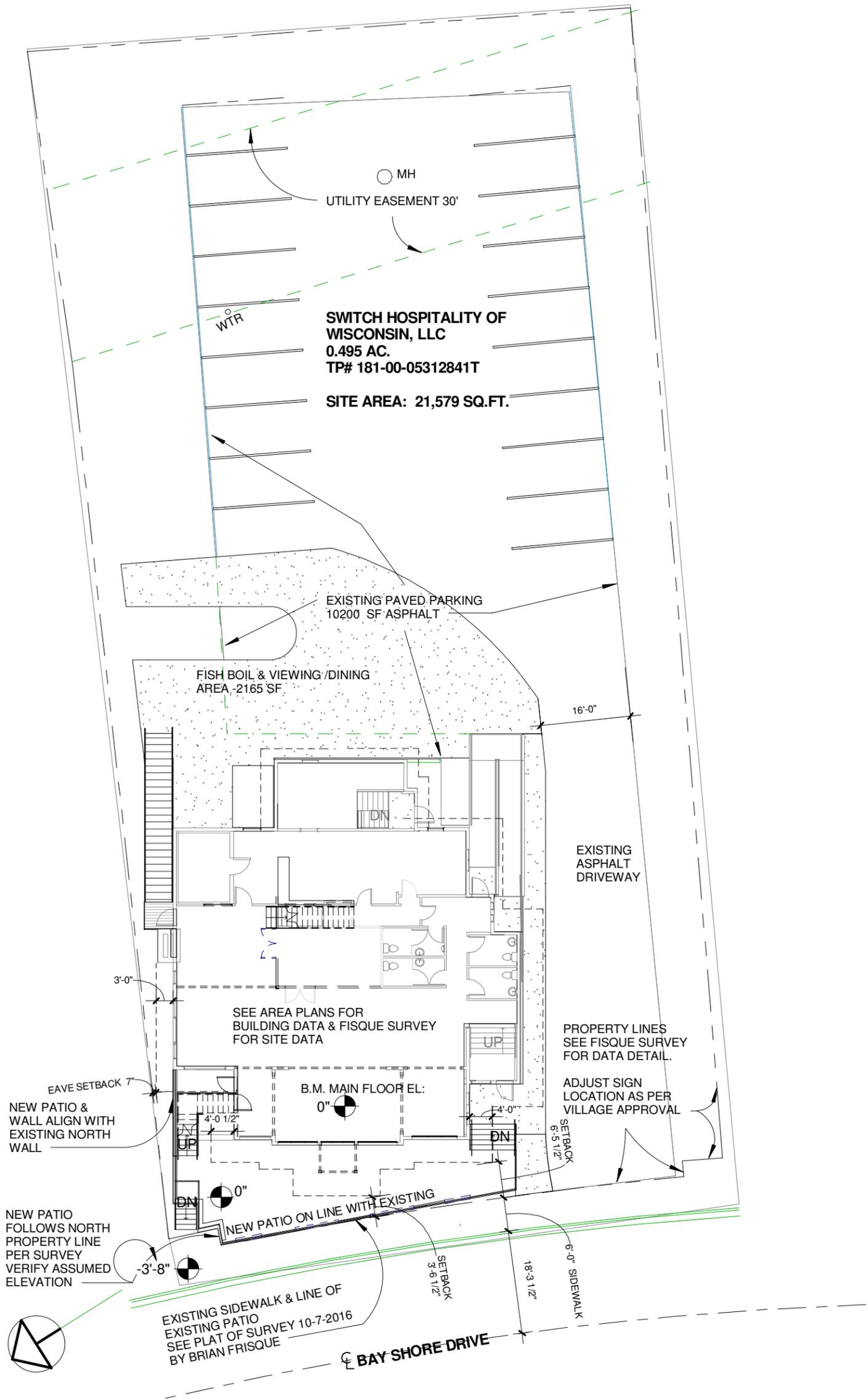
A5

ELEVATIONS

10/15/2016

the BOATHOUSE
10716 N. BAYSHORE DR. SISTER BAY, WI 54234
SHOWING CONCEPT DESIGN PLAN DATA

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PAT@GEORGEMANGANARCHITECT.COM



1 SITE & BUILDING PLAN 1-20
1" = 20'-0"

A6

SITE PLAN
10/15/2016

the BOATHOUSE
10716 N. BAYSHORE DR. SISTER BAY, WI 54234
SHOWING CONCEPT DESIGN PLAN DATA

GEORGE (PAT) MANGAN AIA NCARB © 2016
WI - ARCHITECT 001-006344
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P.O.Box 16 - SISTER BAY, WI 54234-0016
PHONE 920 854-4215 CELL: 920 421-0024
PAT@GEORGEMANGANARCHITECT.COM

DEVELOPMENT AGREEMENT

For

“The Boathouse” at 10716 N. Bay Shore Dr.

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 _____ (“Developer”).

RECITALS

WHEREAS, the Property is zoned B-3 Downtown Business 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.
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 of the Developer’s obligations under this Development Agreement. The developer shall provide evidence that those commitments exist upon the signing of this agreement.

- 1 5. The Developer shall provide written evidence that he has obtained all necessary equity and debt
 2 financing committed to fully fund all of its obligations and building construction identified
 3 hereunder and has performed and complied with all conditions, covenants and agreements as
 4 required by the debt financing.
 5
- 6 6. The Developer represents that he will make every effort to seek bids from Door County
 7 contractors and building materials suppliers to construct the project, and will follow appropriate
 8 bidding laws as governed by the State of Wisconsin.
 9

10 SECTION 2. ZONING APPROVALS

- 11 1. The property is presently occupied and is located in the B-3 Downtown Business District. The
 12 Village agrees, subject to the approval by the Developer of this agreement, that the property will
 13 receive a Zoning Permit as per the requirements of Section 66.1530 of the Municipal Code. The
 14 Developer agrees that the primary standard to be met for the issuance of the Zoning permit is the
 15 operation of a 300 seat restaurant **As on the attached site map and addendum.**
 16
- 17 2. The Developer agrees to comply with all of the requirements of Municipal Code that relate to
 18 zoning, fire and the building codes.
 19
- 20 3. The developer agrees to comply with the architectural feature determinations made by the Plan
 21 Commission upon their review, which shall be generally consistent with the approved plans and
 22 drawing as specified in this Development Agreement.
 23
- 24 4. The Developer agrees to build the project represented on the various attachments listed below.
 25 The Village acknowledges that the exact locations of interior walls and room sizes may vary from
 26 the attached drawings. The building and project in all its phases shall be constructed as follows:
 27
- 28 a. All Plans attached, subject to various approvals by Village Engineers, building inspections,
 29 and state plan approvals.
 30
- 31 5. Proprietor of the approved full time restaurant will be applying for an above quota "300 seat
 32 restaurant" liquor license by meeting the permanent interior seating capacity requirement of 300
 33 seats125.51(4)(v)1.(A full-service restaurant that has an interior, permanent seating capacity of
 34 300 or more persons.) At no time will the restaurant seat more than 300 persons, utilizing a
 35 combination of interior or exterior seating.
 36

37 SECTION 3. PROJECT PHASING

- 38 1. The Developer acknowledges that the time period of validity for the Zoning Permit is for a period
 39 of 12 months from the date of issuance.
 40
- 41 2. The developer acknowledges that the time period for a building permit is under the control of the
 42 building inspector.
 43
- 44 3. Developer acknowledges that the development will be scheduled for completion~~complete~~ by
 45 June 30, 2017.
 46

47 SECTION 4. OCCUPANCY PERMITS

48 It is expressly understood and agreed that no occupancy permits shall be issued for the structure until
 49 the Village has determined that:
 50

Jaco Management LLC, Lot 7, Braun PUD Development Agreement

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

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**A. PUBLIC STREETS, SIDEWALKS AND UTILITIES**

The Developer hereby agrees that:

1. N/A

B. SURFACE AND STORM WATER DRAINAGE

The Developer hereby agrees that:

1. Developer will be responsible for all storm water management on site.

C. GRADING, EROSION AND SILT CONTROL

The Developer hereby agrees that:

1. The Developer shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances during utilities, parking, and public sidewalk installation, as well as during rough grading to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the Village Engineer, the Wisconsin Department of Natural Resources, and or the Department of Commerce and Army Corps of Engineers, if applicable.
2. The Developer shall cause all grading, excavation, open cuts, side slopes and other land surface disturbances during construction to be so seeded and mulched, sodded or otherwise protected that erosion, siltation, sedimentation and washing are prevented in accordance with the plans and specifications reviewed and approved by the Village Engineer, the Wisconsin Department of Natural Resources, and or the Department of Commerce and Army Corps of Engineers, if applicable.

D. LANDSCAPING AND SITE WORK, INCLUDING ONGOING MAINTENANCE OF PROPERTY:

1 The Developer hereby agrees that:

2 1. The Developer, as required by the Village, shall remove and lawfully dispose of building
3 foundation materials, destroyed trees, brush, tree trunks, shrubs and other natural growth and all
4 rubbish. The Village shall require the Developer's contractor, who is responsible for the debris,
5 to clean up the same and recycle all material or dispose of at a local recycling facility. Specific
6 construction debris that shall be recycled shall include, but not be limited to lumber, aluminum,
7 pallets, shingles and cardboard. The developer shall have ultimate responsibility for cleaning up
8 debris that has blown from building under construction. The Developer and/or subject contractor
9 shall clean up the debris within forty-eight (48) hours after receiving a notice from the Village. If
10 the debris is not cleaned up after notification, the Village will do so at the Developer's and/or
11 subject contractor's expense.

12
13 2. Landscaping for the building and removal of unwanted items, will be completed and certified as
14 complete by the Village for the project. Any plants, trees or other screening vegetation required
15 by the development agreement shall be maintained and replaced while the development
16 agreement is in effect.

17
18
19 **E. SIGNAGE, STREET SIGNS AND TRAFFIC CONTROL**

20 1. The developer shall provide all traffic signage deemed necessary by the Village in connection
21 with construction and demolition. The Developer and Developer's Contractors shall not occupy
22 parking on Bay Shore Drive during the construction and demolition period. The Developer and
23 Developer's Contractors shall not obstruct traffic for more than 3 minutes without giving prior
24 notice to the Village during the construction and demolition period; the Village will grant
25 permission and schedule traffic obstructions for a duration of longer than 3 minutes for a time of
26 day that will minimize the obstruction.

27
28 3. The developer acknowledges that business related signage is not part of this approval and must
29 be applied for separately. Also that any representation of business signage on the plan sheets is
30 representative only and not approved as part of this agreement.

31
32 **F. WATER MAIN AND SANITARY SEWER MAIN SYSTEM**

33 The Developer hereby agrees that:

34 1. The improvements shall be constructed in accordance with the following specifications.

- 35
36 a. Village of Sister Bay Engineering Design Manual, dated June 18, 2008.
37 b. Standard Specifications for Sewer and Water Construction in Wisconsin, Fifth Edition,
38 March 1, 1988, and as amended January 1, 1992.
39 c. The Wisconsin Construction Site Best Management Practice Handbook for Erosion
40 Control.
41 d. State of Wisconsin, Department of Transportation Standard Specifications for Highway and
42 Structure Construction, 1996 and supplemental specifications or the most recent edition.

43
44 2. A sewer and water plan should be submitted to the Village Utility Department that shows where
45 every water service line and sanitary line runs, the location of all water meters, calculations on
46 sanitary fixture units for each metered location to enable the Utility Department to determine the
47 impact and hook-up fees. The Developer shall install the sanitary and water connections to the
48 Village system in accordance with the plans and specifications on file in the Village
49 Administrator's office.

50

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

10 **SECTION 7. SITE SPECIFIC REQUIREMENTS**

- 11 1. The Developer shall maintain continuous access around the building and to any fire hydrants as
 12 required by the current Zoning Code as directed by the Fire Department and Water Utility.
 13
 14 2. The developer agrees to bury all electric, telephone and cable television lines from existing
 15 wooden poles or underground service to the building.
 16
 17 3. The lighting plan shall not allow any light trespass at the property line in excess of the standards
 18 set forth in Section 66.0809. The lighting contractor shall provide written verification of
 19 compliance before occupancy shall be granted. All pole lighting taller than eight feet in height
 20 shall conform in style to the Village standard pole and luminaire.
 21
 22 4. The liquid propane tanks shall be buried in a location approved by the Fire Department. The
 23 tanks and line locations shall be registered with Door County.
 24
 25 5. The Village agrees that the general contractor shall be allowed a temporary construction sign on
 26 the property equal to 24 square feet per side per the requirements of Section 66.0710(b)) of the
 27 Code.
 28
 29

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

31 The improvements set forth in Section 3 above shall be completed by the Developer in total within the
 32 specific time limits from the date of this agreement being signed except as otherwise provided for in
 33 this agreement.
 34

35 **SECTION 9. FINAL ACCEPTANCE**

36 Not applicable.
 37

38 **SECTION 10. DEDICATION OF IMPROVEMENTS**

39 Not applicable.
 40

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

42 Not applicable.
 43

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

45 The ultimate responsibility for the proper design and installation of sewer laterals, water laterals,
 46 drainage laterals, landscaping and all other site specific improvements are upon the Developer. The
 47 fact that the Village or its engineer, or its attorney, or its staff may approve a specific project shall not
 48 constitute a waiver, or relieve the Developer from the ultimate responsibility for the design,
 49 performance and function of the development and related infrastructure.
 50

51 **SECTION 13. SETBACK AGREEMENT**

1 Developer will need to follow state codes when constructing the building with regard to fire ratings.
 2 | The PUD requires a setback of 6 feet (front) along Bay Shore Drive/Mill Rd, ~~5+0~~ feet east side, 0 west
 3 side and 0 feet rear.
 4

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

6 The Village shall be responsible for providing site engineering for water, sanitary and storm sewers,
 7 rough site grading, stormwater management plans, parking, parking lot lighting, and an interior
 8 sidewalk connecting lot 6 to lots 8 and 13. The Village will be responsible for construction of those
 9 improvements, which shall be completed no later than June 1, 2017. The Village will communicate
 10 with agents of developer for site coordination between contractors.
 11

12 **SECTION 15. RISK OF PROCEEDING WITH IMPROVEMENTS PRIOR TO APPROVAL OF CERTIFIED** 13 **SURVEY MAP**

14 Not applicable.
 15

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

17 Not applicable.
 18

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

20 1. The Developer shall make every effort to minimize noise, dust and similar disturbances,
 21 recognizing that the project is located near existing residences. The project construction or
 22 demolition shall only occur between the hours of 5:00 a.m. and 9:00 p.m., Monday Through
 23 Friday only. Grading, excavation, blasting, demolition, roadway construction or underground
 24 utility construction shall only occur between the hours of 8:00 a.m. and 8:00 p.m., during
 25 weekdays except in cases of urgent necessity in the interest of public health and safety. If the
 26 Village Administrator determines that, the public health and safety will not be impaired by these
 27 activities he/she may grant permission for such work to be done during other hours on
 28 application being made at the time the permit for the work is awarded or during the progress of
 29 the work. Blasting mats, or other established method, shall be used to prevent flying debris
 30 resulting from the blasting operation. Not less than 24 hours before blasting, the Developer and
 31 Contractor shall notify in writing all residences and businesses near the work of the Contractor's
 32 intent to blast. A copy of the written notice shall also be delivered to the Village. The Village
 33 Administrator may authorize other work outside these specified hours.
 34

35 2. No work shall be permitted during Marina Fest, Fall Festival or the Capture the Spirit tree
 36 lighting, nor any other published event in the Sister Bay brochure published by the Sister Bay
 37 Advancement Association. No work will be allowed to occur by the Village on the site between
 38 June 30 and the date of Fall Fest weekends each year, with the exception of FY 2016.
 39

40 **SECTION 18. CONDITIONS OF ALL OBLIGATIONS OF THE PARTIES UNDER THIS DEVELOPMENT** 41 **AGREEMENT**

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

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

1
2 **SECTION 19. DEFAULT/REMEDIES**

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

SECTION 20. PERMITTED DELAYS

Not applicable.

SECTION 21. ADDITIONAL PROVISIONS

1. No member of any governing body or other official of the Village ("Village Official") shall have any financial interest, direct or indirect, in this Development Agreement, the Property or the Development Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, unless such interest is disclosed to the Village and the Village Official fully complies with all conflict of interest requirements of the Village. No Village Official shall participate in any decision relating to this Development Agreement, which affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No member, official or employee of the Village shall be personally liable to the Village for any event of default or breach by the Developer of any obligations under the terms of this Development Agreement. Nothing contained in this section shall preclude a Village Official from engaging in negotiation, commerce, leasing, purchase or other financial arrangements with developer after execution of this document.

2. All exhibits and other documents attached hereto or referred to herein are hereby incorporated in and shall become a part of this Development Agreement.

3. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of the Developer to obtain all necessary approvals, licenses and permits from the Village in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the Village to approve or disapprove any and all plans and specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Development Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

4. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

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

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

Village Administrator
Village of SisterBay
2383 Maple Drive
Sister Bay, WI54234

The notices or responses to Grantee shall be addressed as follows:
Mike Daubner
10716 N Bayshore Dr
Sister Bay WI, 54234

SECTION 22. PAYMENT OF COSTS, INSPECTION & ADMINISTRATIVE FEES

1 The Developer shall pay building inspection, impact fees, utility connection fees, and any other
2 approval fees.

3 4 **SECTION 23. GENERAL INDEMNITY**

5 The Developer will indemnify and hold harmless the Village, its governing body members, officers,
6 agents, including the independent contractors, consultants and legal counsel, servants and employees
7 thereof (hereinafter, for purposes of this paragraph collectively referred to as the "Indemnified Parties")
8 against any loss or damage to property or any injury to or death of any person occurring at or about or
9 resulting from any breach of any warranty, covenant or agreement of the Developer under this
10 Development Agreement, and the development of the Property; provided that the foregoing
11 indemnification shall not be effective for any willful acts of the Indemnified Parties. Except for any
12 willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will
13 protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding
14 whatsoever by any person or entity whatsoever arising or purportedly arising from the action or
15 inaction of the Developer (or other persons acting on its behalf or under its direction or control) under
16 this Development Agreement, or the transactions contemplated hereby or the acquisition, construction,
17 installation, ownership and operation of the Development Project and the Property. All covenants,
18 stipulations, promises, agreements and obligations of the Village contained herein shall be deemed to
19 be covenants, stipulations, promises, agreements and obligations of the Village and not of any
20 governing body, member, officer, agent, servant or employee of the Village. All covenants, stipulations,
21 promises, agreements and obligations of the Developer contained herein shall be deemed to be
22 covenants, stipulations, promises, agreements and obligations of the Developer and not of any of its
23 officers, owners, agents, servants or employees.

24 25 **SECTION 24. INSURANCE**

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

29 30 **SECTION 25. FEES AND CHARGES**

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

33 34 **SECTION 26. EXCULPATION OF VILLAGE CORPORATE AUTHORITIES**

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

39 40 **SECTION 27. GENERAL CONDITIONS AND REGULATIONS**

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

45 46 **SECTION 28. ZONING**

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

50 51 **SECTION 29. COMPLIANCE WITH CODES AND STATUTES**

1 The Developer shall comply with all current and future applicable codes of the Village, County, State
2 and federal government and, further, Developer shall follow all current and future lawful orders of all
3 duly authorized employees and/or representatives of the Village, County, State or federal government.
4

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

6 Not applicable.
7

8 **SECTION 31. ASSIGNMENT**

9 The Developer shall not transfer, sell or assign the property or assign this Development Agreement or
10 its obligations hereunder without the express prior written consent of the Village until the Developer
11 has fully complied with its obligations under this Development Agreement. Any such consent
12 requested of the Village prior thereto may be withheld, conditioned or delayed for any reasonable
13 reason.
14

15 **SECTION 32. BINDING**

16 This Development Agreement shall be binding upon the parties hereto and their respective
17 representatives, successors and assigns, and any and all future owners of the Property or any portion
18 thereof, and their respective heirs, representatives, successors and assigns.
19

20 **SECTION 33. AMENDMENTS**

21 The Village and the Developer, by mutual consent, may amend this Developer’s Agreement at any
22 meeting of the Village Board. The Village shall not, however, consent to an amendment until after first
23 having received a recommendation from the Village’s Plan Commission. The Plan Commission shall
24 consider the amendment under the conditional use process.
25

26 **SECTION 34. DURATION**

27 The Developer acknowledges that the requirements regarding the operation and maintenance of the
28 project as fully described above shall continue and not expire. The Developer acknowledges that the
29 Village may from time to time establish new zoning, utility, storm water and other requirements or
30 standards that apply to similarly situated properties which, if applicable shall apply to this project. The
31 Developer may petition the Village Board to cancel or eliminate the requirements of the Agreement.
32 Prior to considering the petition, the Board shall ask the Plan Commission to conduct a public hearing
33 and make a recommendation regarding the petition. The Board may cancel the agreement if it
34 determines that there is no further value or need for the Developer to comply with its requirements.
35

36 **SECTION 35. OUTDOOR MUSIC**

37 Developer agrees by mutual consent that outdoor music, amplified or otherwise, shall not begin before
38 12:00 noon, and shall end no later than 11:00 PM. Developer agrees that noise trespass from a point
39 measured from 25’ from the lot line shall not exceed 75dB between 11:00 PM and 9:00 AM, regardless
40 of the source of the noise emanating from the property. Noise sources could include, but are not
41 limited to: Patrons, musicians, kitchen operations, staff, garbage disposal, and/or performances either
42 live or recorded.
43
44

45 **IN WITNESS WHEREOF**, the Developer and the Village have caused this agreement to be signed by
46 their appropriate officers and their corporate seals to be hereunto affixed in three original counterparts
47 the day and year first above written.
48

49 **DEVELOPER**

The Boathouse

By: _____
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**STATE OF WISCONSIN
COUNTY OF DOOR**

Personally came before me this ____ day of _____, 2016, _____,
_____ of _____, to me known to be the person who executed the
foregoing instrument and to me acknowledged that he executed the foregoing instrument in such
capacity.

Notary Public, State of WI
My commission expires: _____

VILLAGE OF SISTERBAY

Village President

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